PALMDALE

a place to call home

CITY COUNCIL
SUCCESSOR AGENCY
CITY COUNCIL CHAMBER
38300 SIERRA HIGHWAY
SUITE B
PALMDALE, CA 93550
TUESDAY, AUGUST 5, 2025
5:00 PM
www.cityofpalmdaleca.gov

WELCOME

LEGISLATIVE BODY

LAURA BETTENCOURT, MAYOR PRO TEM
AUSTIN BISHOP, COUNCILMEMBER
RICHARD J. LOA, COUNCILMEMBER
ERIC OHLSEN, COUNCILMEMBER
ANDREA ALARCÓN, COUNCILMEMBER

1. **CALL MEETING TO ORDER**

Note: All City Council memberships are reflected in their City Council titles.

2. **ROLL CALL**
   MAYOR PRO TEM BETTENCOURT, COUNCILMEMBERS BISHOP, LOA, OHLSEN, ALARCÓN

3. **PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE**

4. **PRESENTATIONS**

   4.1 Recognition of Lockheed Martin's 70th Anniversary of the U-2 program.

   4.2 Public Safety Department Update.

5. **PUBLIC COMMENTS**

The public is allotted to speak a total of three (3) minutes on each section of the agenda i.e. Consent Calendar, Appointment-New Business, and Closed Session. As specified in the Brown Act, a speaker utilizing a translator will receive twice the amount of time specified. Any person who would like to address the Legislative Body on any agendized item may complete a speaker card for the City Clerk and identify the agenda item you would like to discuss.

6. **CONSENT CALENDAR**

All matters listed under the Consent Calendar will be enacted by one motion unless an item(s) is pulled by Council, in which case the item(s) will be removed from the Consent Calendar and will be considered separately following this portion of the Agenda.

6.1 Waive full reading of the Resolution(s) and/or Ordinance(s) to be considered and voted on at this meeting. (This allows for reading the title only in lieu of reciting the entire text).

6.2 Receive and File the Monthly and Quarterly Investment Activity Reports for June 2025.

SR Monthly Investment Report June 2025.docx
Rpt. Monthly and Quarterly Investment Reports June 2025.pdf

6.3 Approve Agreement with Datalink Networks, Inc. for a total not to exceed amount of $992,224, including a 15% contingency, for continued Microsoft 365 licensing.

SR Agrmt No. A-9393 with Datalink Networks, Inc.docx
Agrmt No. A-9393.pdf
Cooperative Agrmt No. R200803 (Omnia).pdf

6.4 Adopt Resolution No. CC 2025-058, a Resolution of the City Council of the City of Palmdale authorizing the City Manager's signature authority of up to $300,000 per transaction for the purchase of performers or entertainment services and repealing Resolution No. CC 2023-058.

SR Signature Authority.docx
Reso. No. CC 2025-058 Signature Authority.docx

6.5 Adopt Resolution No. CC 2025-060, a Resolution of the City Council of the City of Palmdale appointing Ken Pulskamp as Interim Director of Public Safety for the City under Government Code Section 21221 (h).

SR Reso. No. CC 2025-060 Retired Annuitant Appointment.docx
Reso. No. CC 2025-060.docx

6.6 Adopt Resolution No. CC 2025-056, a Resolution of the City Council of the City of Palmdale approving the application for Land and Water Conservation Fund for the

Arnie Quinones Park Project.
SR Reso. No. CC 2025-056.docx
Reso. No. CC 2025-056.docx

6.7 Approve Requisitions with SiteOne Landscape Supply LLC and Wilber-Ellis Company for fertilizer supplies in a combined total amount not to exceed $474,000 for Fiscal Year 2025-26.
SR Req. Nos. 260069 and 260060 SiteOne and Wilbur-Ellis.docx
Req. No. 260069 with SiteOne Landscape Supply.pdf
Req. No. 260060 with Wilbur-Ellis Company.pdf

6.8 Approve Requisition with SiteOne Landscape Supply LLC for irrigation and water conservation supplies in an amount not to exceed $380,000 for Fiscal Year 2025-26.
SR Req. No. 260058 with SiteOne Landscape Supply.docx
Req. No. 260058 with SiteOne Landscape Supply.pdf

6.9 Accept Notice of Completion (NOC) for PN 867/868, Traffic Signal Modification at Avenue M and 20th/30th St. East Project.
SR NOC PN 867/868 Traffic Signal Mod.docx
NOC PN 867/868 Traffic Signal Mod.docx
Project Photos PN 867/868 Traffic Signal Mod.pptx

6.10 Accept Notice of Completion (NOC) for PN 902 ESCO Energy Project.
SR NOC PN 902 ESCO Energy Project.docx
NOC PN 902 ESCO Energy Project.docx

6.11 Approve Requisition with Boething Treeland Farms, Inc., for wholesale plant materials in an amount not to exceed $137,500 for Fiscal Year 2025-26.
SR Req. No. 260059 with Boething Treeland Farms, Inc.docx
Req. No. 260059 with Boething Treeland Farms, Inc.pdf

6.12 Approve Energy for Palmdale's Independent Choice (EPIC) Residential Peak Demand Response Incentive Program.
SR EPIC Peak Demand Response Program.docx
EPIC FlexWise Terms and Conditions Draft.docx

6.13 Approve the minutes from the previous meeting.
Min CC 07 15 2025.pdf

7. PUBLIC HEARING

7.1 Adopt Resolution No. CC 2025-055, a Resolution of the City Council of the City of Palmdale approving the issuance of California Municipal Financing Authority (CMFA) exempt facility bonds in an aggregate amount not to exceed $95,000,000

for the purpose of financing or refinancing the acquisition, construction, improvement, and equipping of Palmdale family housing and certain other matters relating.

SR TEFRA Palmdale Family Housing.docx
Reso. No. CC 2025-055 TEFRA Palmdale Family Housing.docx

8. **CITY MANAGER'S REPORT**

9. **NON-AGENDA PUBLIC COMMENTS*:***
Now is the time for public participation on items not listed on the agenda. Each speaker is allotted three (3) minutes total.

10. **COUNCIL REPORTS, ANNOUNCEMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS**

10.1 Council Reports.

Monthly Informational Report 080525 Bettencourt.docx
Monthly Informational Report 080525 Bishop.docx
Monthly Informational Report 080525 Ohlsen.docx

11. **ADJOURN** meeting to August 19, 2025, at 5:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

Americans with Disabilities Act (ADA) Accommodations
In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to participate in this meeting, please contact the City Clerk's Office at (661) 267-5151 at least 48 hours prior to the meeting.

If you require oral translation, please contact the City Clerk's Office at (661) 267-5151 at least 48 hours prior to the meeting.

City Council Staff Report

DATE: **AUGUST 5, 2025**

TO: **HONORABLE MAYOR PRO TEM AND CITY COUNCIL**

FROM: **OPERATIONS DEPARTMENT**
FINANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **RECEIVE AND FILE THE MONTHLY AND QUARTERLY INVESTMENT ACTIVITY REPORTS FOR JUNE 2025**

RECOMMENDATION

Staff recommend that the City Council:

Receive and file the June 2025 monthly and quarterly investment activity reports for the City of Palmdale and Successor Agency.

BACKGROUND

Pursuant to Section 16 of the City and Successor Agency Investment Policy, the City Treasurer shall prepare and present monthly reports on investments to the City Manager/Executive Director and the City Council/Directors. The reports shall detail the type of investment, issuer's name, purchase date, maturity date, amount of deposit, and interest rate. This information shall be provided for all City and Successor Agency pooled investments and for Certificates of Participation, Revenue Bonds, Tax Allocation Bonds, Assessment Districts, and Community Facilities District accounts managed by outside Fiscal Agents.

The monthly and quarterly investment reports provide a synopsis of the City and Successor Agency's investment activity. They provide information on assets, allocations, average maturities, yields, and book valuations. The interest rates presented are the most current rates available as of the date of this report.

The market values presented for pooled City and Successor Agency investments are based on closing prices for the related investment as of the date of this report. This information was obtained from the Wall Street Journal, Bloomberg Financial Markets, Capital Market Finances, or other reliable sources of market prices.

DISCUSSION

Compliance with Investment Policy

For June, the City's invested portfolio totaled $375,670,790, an increase of $55,810,397 from the previous month and $26,047,845 compared to the prior year. The monthly increase was due to earned interest and new investment purchases.

The par value of Successor Agency's portfolio as of May was $12,065,597. The balance increased by $2,363,053 from the prior month due to the Recognized Obligation Payment Schedule (ROPS) received from Los Angeles County during the month.

All investments meet criteria appropriate to Section 8 of the Investment Policy. The portfolios are based on a combination of various investments, including CDs, Corporate Notes, US Treasury Securities, and Government Agency Paper, each adhering to portfolio percentage limitations.

The Finance Division is the custodian for the City and Successor Agency's investment portfolio and follows the three main principles of both entities' investment policies: 1) Investment in financial instruments that mitigate the risk of monetary losses stemming from market fluctuations; 2) Establish and maintain a portfolio that has sufficient liquidity to allow the City and Successor Agency to meet all anticipated cash requirements; and, 3) Seek out investment instruments that provide a competitive market rate of return.

Liquidity

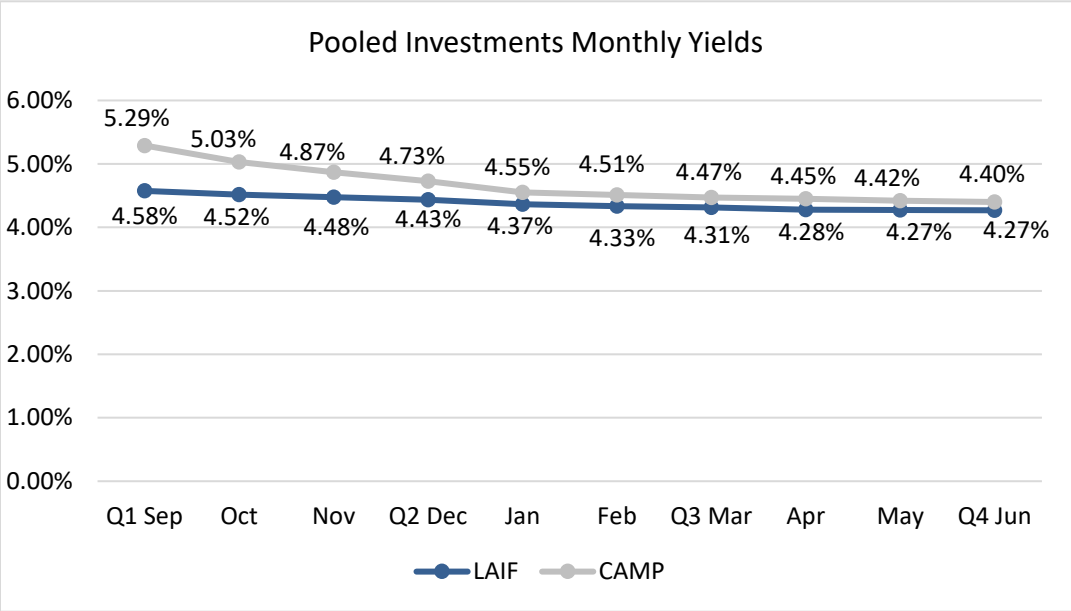
One core approach the Finance Division focuses on is providing liquidity to meet the City and Successor Agency's operational requirements. Thus, the City invests in two pooled funds, the Local Agency Investment Fund (LAIF) and the California Asset Management Program (CAMP). These are intended for daily operational activities and can be used during economic uncertainties for ongoing operating and maintenance needs. The pooled funds provide a higher liquidity ratio to ensure the City and Successor Agency meet cash flow requirements.

The City's LAIF balance at the end of June was $110,405,218, a decrease of $813,000 due to ARPA withdrawal in the current month.

The Successor Agency's LAIF balance at the end of June was $3,899,819, unchanged from the prior month.

The City's CAMP balance at the end of June was $105,713,151 compared to $52,756,073 in May. The increase is due to interest earned during the month.

The interest rates presented are the most current rates available as of the date of this report. As of June 30, 2025, the interest rates for LAIF and CAMP investments were 4.269 percent and 4.40 percent, respectively. By comparison, the LAIF and CAMP interest rates at the end of May were 4.272 percent and 4.45 percent. This time last year, LAIF and CAMP rates were at 4.480 percent and 5.43, respectively.



The chart above shows the LAIF and CAMP average monthly yields from September 2024 through June 2025. The difference between the two funds' performance is primarily due to their varying pool characteristics. CAMP's portfolio composition is more prone to market volatility, resulting in performance variations.

Diversity

The Finance Division aims to diversify the investment portfolios to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions.

The City and Successor Agency's investment portfolios remain strongly diversified. The monthly and quarterly reports include all investments held by both entities and current book values as of June 30, 2025.

The City and Successor Agency are expected to have sufficient funds to meet their expenditure requirements for the next six months. The Finance Division will continue to monitor current economic conditions and the impact on interest rates.

Attached are summaries of the investments in the City and Successor Agency's books as of June 30, 2025.

FISCAL IMPACT

$0; There is no fiscal impact associated with the recommended actions for this report.

STRATEGIC PLAN

Goal II: Ensure long-term fiscal health of the City and maintain funding for services.

B. Manage resources, costs, and liabilities to ensure the City's long-term fiscal health.

C. Involve and expand engagement to enhance public oversight and transparency.

Prepared by:	Janelle Samson, Director of Operations
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, City Manager Pro Tem
Approved as to form:	Alexandra Halfman, City Attorney

ATTACHMENTS

Rpt. Monthly and Quarterly Investment Reports June 2025

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JUNE 30, 2025

CITY OF PALMDALE INVESTMENTS

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
U.S. TREASURY SECURITIES				Yield			
03-19-21	12-31-25	CITY	9128285T3 U.S. Treasury Note	2.63	3,000,000.00	3,260,634.36	2,902,140.00
05-11-21	02-28-26	CITY	9128286F2 U.S. Treasury Note	0.66	3,000,000.00	3,261,331.50	2,888,310.00
07-12-21	12-31-25	CITY	9128285T3 U.S. Treasury Note	2.63	5,000,000.00	5,451,958.35	4,836,900.00
03-08-23	03-31-26	CITY	9128286L9 U.S. Treasury Note	2.25	3,200,000.00	3,029,330.80	3,064,000.00
01-03-24	12-31-26	CITY	912828YX2 U.S. Treasury Note	0.04	5,000,000.00	4,696,880.23	4,666,600.00
01-03-24	06-30-27	CITY	91282CEW7 U.S. Treasury Note	0.04	5,000,000.00	4,897,630.28	4,825,200.00
01-03-24	09-30-27	CITY	91282CFM8 U.S. Treasury Note	0.04	2,500,000.00	2,523,771.66	2,472,450.00
01-08-24	02-15-26	CITY	91282CGL9 U.S. Treasury Note	0.04	5,000,000.00	4,987,205.23	4,932,250.00
01-08-24	06-15-26	CITY	91282CHH7 U.S. Treasury Note	0.04	5,000,000.00	5,001,760.94	4,942,800.00
12-18-24	09-30-29	CITY	91282CFL0 U.S. Treasury Note	0.39	5,000,000.00	4,977,094.45	4,977,094.45
12-18-24	10-31-29	CITY	91282CFT3 U.S. Treasury Note	0.40	5,000,000.00	4,988,321.47	4,988,321.47
12-18-24	11-30-29	CITY	91282CFY2 U.S. Treasury Note	0.39	5,000,000.00	4,942,086.29	4,942,086.29
01-02-25	12-31-29	CITY	91282CGB1 U.S. Treasury Note	0.39	3,000,000.00	2,949,835.02	2,949,192.75
			TOTAL U.S. TREASURY SECURITIES		$ 54,700,000.00	$ 54,967,840.58	$ 53,387,344.96
GOVERNMENT AGENCY PAPER							
05-11-21	09-04-25	CITY	3133EJYM5 Federal Farm Credit	0.59	1,000,000.00	1,103,275.25	976,880.00
05-11-21	09-04-25	CITY	3133EJYM5 Federal Farm Credit	0.57	2,000,000.00	2,208,460.00	1,953,760.00
06-04-21	11-07-25	CITY	3135G06G3 Fannie Mae	0.55	3,000,000.00	2,993,675.25	2,826,750.00
06-30-21	12-30-25	CITY	3130AMRQ7 Federal Home Loan Note	0.88	3,000,000.00	3,000,000.00	2,821,947.30
07-29-21	04-29-26	CITY	3130AN5C0 Federal Home Loan Note	1.05	4,000,000.00	4,010,455.13	3,734,320.00
12-17-21	11-12-25	CITY	3134GXBM5 Federal Home Loan Note	1.15	1,150,000.00	1,125,785.50	1,082,265.00
12-20-21	07-30-25	CITY	3136G4ZP1 Fannie Mae	0.65	3,500,000.00	3,444,175.00	3,339,331.94
12-20-21	09-24-25	CITY	3134GWUG9 Freddie Mac	0.57	10,000,000.00	9,806,600.00	9,459,892.40
12-21-21	12-22-26	CITY	3133ENJC5 Federal Farm Credit	1.29	5,000,000.00	5,000,000.00	4,589,481.35
06-29-22	08-12-25	CITY	3133EL3P7 Federal Farm Credit	3.34	1,810,000.00	1,660,349.20	1,722,111.58
06-24-22	02-26-27	CITY	3130AL5A8 Federal Home Loan Note	3.33	5,000,000.00	4,479,000.00	4,533,218.00
08-17-22	10-27-26	CITY	3134GW4C7 Freddie Mac	0.80	5,000,000.00	4,539,500.00	4,562,202.10
01-06-23	02-25-27	CITY	3130AQRH8 Federal Home Loan Note	4.38	5,000,000.00	4,590,638.89	4,670,265.65
01-06-23	04-19-27	CITY	3130ARHJ3 Federal Home Loan Note	4.38	5,000,000.00	4,801,354.86	4,801,570.80
05-18-23	05-18-27	CITY	3133EPKC8 Federal Farm Credit	5.39	5,000,000.00	5,000,000.00	4,991,602.80
06-05-23	05-30-28	CITY	3133EPLE3 Federal Farm Credit	4.67	2,815,000.00	2,822,746.50	2,790,565.80
05-03-24	05-01-28	CITY	3133ERCX7 Federal Farm Credit	5.17	5,000,000.00	5,000,000.00	5,000,777.50
08-08-24	08-14-29	CITY	3134HADY6 Freddie Mac Domestic	4.00	4,000,000.00	3,946,000.00	3,946,000.00
12-03-24	12-04-29	CITY	3130B3XP3 Federal Home Loan	4.50	1,000,000.00	1,000,000.00	1,000,000.00
12-04-24	12-02-27	CITY	3133ERE23 Federal Farm Credit	4.32	1,000,000.00	1,000,000.00	1,000,000.00
01-27-25	07-27-27	CITY	3130B4RC7 Federal Home Loan Bank	4.50	3,000,000.00	3,000,000.00	3,000,000.00
01-28-25	07-21-27	CITY	3130B4QA27 Federal Home Loan Bank	4.55	3,000,000.00	3,000,000.00	3,000,000.00
06-13-25	04-30-29	CITY	3133ETFB8 Federal Farm Credit Bank	4.75	5,000,000.00	5,000,000.00	5,000,000.00
06-13-25	10-30-28	CITY	3130B62E5 Federal Home Loan Bank	4.25	3,000,000.00	3,000,000.00	3,000,000.00
06-27-25	04-30-29	CITY	3136GAGW3 Fannie Mae	4.75	5,000,000.00	5,000,000.00	5,000,000.00
06-27-25	05-14-29	CITY	3133ETGK7 Federal Farm Credit Bank	4.73	5,000,000.00	5,000,000.00	5,000,000.00
			TOTAL GOVERNMENT AGENCY PAPER		$ 97,275,000.00	$ 95,532,015.58	$ 93,802,942.22

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JUNE 30, 2025

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
CERTIFICATES OF DEPOSIT							
01-04-24	06-15-26	CITY	05580A4Y7 BMW Bank of NA	4.03	240,000.00	243,434.40	238,848.00
01-04-24	11-30-27	CITY	46656MVH1 JPMorgan Chase Bank	4.76	240,000.00	242,022.91	240,415.20
01-04-24	12-28-28	CITY	09582YAV4 Blue Ridge Bank	4.09	240,000.00	240,948.00	234,677.60
06-11-24	06-12-28	CITY	59541KCV7 Mid-Missouri Bank	5.15	245,000.00	245,034.57	243,510.50
06-11-24	06-11-26	CITY	38150VUZ0 Goldman Sachs Bank	5.05	245,000.00	245,033.90	245,615.57
06-13-24	06-13-29	CITY	89235MPP0 Toyota Financial SGS	4.65	245,000.00	245,000.00	246,281.17
06-14-24	06-15-26	CITY	34520LBC6 Forbright Bank	5.05	245,000.00	245,000.00	245,699.42
06-14-24	06-14-28	CITY	307811KA6 Farmers & Merchs Bank	5.00	245,000.00	245,000.00	242,169.22
06-14-24	06-14-29	CITY	69503PAB7 Pacific Valley Bank	5.20	245,000.00	245,000.00	243,313.18
06-17-24	06-17-26	CITY	8562855V9 State Bank of India	5.10	245,000.00	245,000.00	245,875.30
06-18-24	06-18-29	CITY	229083AA8 Evangeline Bank & Trust	5.30	245,000.00	245,000.00	245,000.16
06-20-24	06-22-26	CITY	06051XER9 Bank of America NA	5.05	245,000.00	245,000.00	245,737.44
06-21-24	06-22-26	CITY	35634MAE1 Freedom Bank/Maywood NJ	5.05	245,000.00	245,000.00	245,737.72
			TOTAL CERTIFICATES OF DEPOSIT		$ 3,170,000.00	$ 3,176,473.78	$ 3,162,880.48
05-17-23	03-01-26	CITY	30231GAT9 Exxon Mobile Corporation	3.04	1,000,000.00	982,084.11	967,125.82
05-17-23	03-02-26	CITY	194162AQ6 Colgate-Palmolive	4.80	1,000,000.00	1,035,553.33	997,703.43
05-17-23	01-26-26	CITY	742718FY0 Procter & Gamble	4.10	1,000,000.00	1,018,471.67	987,387.46
01-04-24	07-27-26	CITY	61761J3R8 Morgan Stanley	4.70	500,000.00	481,185.25	478,020.00
01-04-24	06-15-26	CITY	46625HRS1 JPMorgan Chase & CO	4.52	500,000.00	484,840.25	481,325.00
01-04-24	03-02-28	CITY	718172CE7 Philip Morris Intl Inc	4.49	500,000.00	474,395.25	466,815.00
01-04-24	04-01-27	CITY	808513BW4 Charles Schaw Corp	4.68	500,000.00	479,390.25	477,190.00
01-09-24	06-02-26	CITY	11271LAA0 Brookfield Fin Inc	5.13	500,000.00	490,115.25	489,610.00
01-09-24	11-28-28	CITY	05565QDH8 BP Capital Markets PLC	4.48	500,000.00	483,460.25	475,490.00
01-09-24	01-28-26	CITY	06406RAQ0 Bank OF NY Mellon Corp	4.52	500,000.00	463,355.25	466,490.00
01-09-24	07-09-27	CITY	22550L2K6 Crdit Suisse New York	4.92	500,000.00	500,910.25	495,950.00
01-09-24	08-15-28	CITY	797440CE2 San Diego G & E	4.49	500,000.00	509,340.25	497,940.00
01-09-24	07-01-27	CITY	75973QAA5 Reneissance Financial	5.01	500,000.00	475,470.25	473,980.00
01-09-24	01-27-26	CITY	780082AD5 Royal Bank of Canada	4.97	500,000.00	496,930.25	492,915.00
08-27-24	02-01-29	CITY	06406RBN6 Bank of NY Mellon Corp	4.20	656,000.00	663,116.29	663,116.29
			TOTAL CORPORATE BONDS		$9,156,000	$9,038,618	$ 8,911,058.00
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND							
09-01-84	n/a	CITY	98-19-620	0.78	57,004,603.30	57,004,603.30	57,004,603.30
9-19-2024	n/a	PFA	40-19-078		36,500,000.00	36,500,000.00	39,313,382.47
9-28-2021	n/a	ARPA	19-19-004	0.78	14,087,232.58	14,087,232.58	14,087,232.58
			TOTAL LAIF ACCOUNTS		$ 107,591,835.88	$ 107,591,835.88	$ 110,405,218.35
CAMP- CALIFORNIA ASSET MANAGEMENT PROGRAM							
6080-01	n/a	CITY	6080-01	0.30	105,713,151.12	105,713,151.12	105,713,151.12
			TOTAL CAMP ACCOUNTS		$ 105,713,151.12	$ 105,713,151.12	$ 105,713,151.12
UBS FINANCIAL SERVICES							
n/a	n/a	CITY		0.00	288,195.29	288,195.29	288,195.29
			TOTAL UBS FINANCIAL SERVICES ACCOUNTS		$ 288,195.29	$ 288,195.29	$ 288,195.29
			TOTAL CITY INVESTMENTS		$ 377,894,182.29	$ 376,308,130.38	$ 375,670,790.42

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JUNE 30, 2025

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
			LIBRARY INVESTMENTS				
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND							
11-20-84	n/a	LIBRARY	16-19-012	0.78			13,926.84
			TOTAL LIBRARY INVESTMENTS				$ 13,926.84
			FISCAL AGENT CASH				
SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
05-10-95	n/a	BOND	95421220	0.35			120.61
05-10-95	n/a	IMPROVEMENT	95421222	0.10			175,283.00
			TOTAL SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1				$ 175,403.61
BOND PROCEEDS							
RITTER RANCH COMMUNITY FACILITIES DISTRICT 93-1							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
04-06-95	n/a	RESERVE-SEN	95420880	n/a			13.91
04-06-95	n/a	IMPV-ACQUI	95420884	0.01			2,917,593.30
04-06-95	n/a	BOND	95420887	0.15			0.15
			TOTAL RITTER RANCH COMMUNITY FACILITIES DISTRICT 93-1				$ 2,917,607.36
BOND PROCEEDS							
ANAVERDE COMMUNITY FACILITIES DISTRICT 2003-1							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
08-01-19	n/a	SP TAX - B BOND	242969000	0.00			74.41
08-01-19	n/a	RESERVE	242969003	0.00			722,959.79
08-01-19	n/a	SP TAX - REFNDING BOND	242969004	0.01			15,151.61
			TOTAL ANAVERDE COMMUNITY FACILITIES DISTRICT 2003-1				$ 738,185.81
BOND PROCEEDS							
2005 $7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) REFUNDED 2021							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
	n/a	SPEC TRB SER A/B	251009000	0.01			344,758.74
	n/a	RESERVE FUND	251009001	0.01			647,108.59
			TOTAL 2005 $7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) REFUNDED 2021				$ 991,867.33

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JUNE 30, 2025

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
BOND PROCEEDS							
2006-1 GODDE HILL ESTATE SEWER IMPROVEMENTS LOIB							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
11-08-06	n/a	REDEMPTION FUND	106844000	0.01			103,157.77
11-08-06	n/a	ADM EXP	106844002	0.01			1,803.68
11-08-06	n/a	RESERVE FUND	106844003	0.01			87,141.62
		TOTAL 2006-1 GODDE HILL ESTATE SEWER IMPROVEMENTS LOIB					$ 192,103.07
2015 HA DEBT SERVICE RESERVE							
Fiscal Agent: Bank of America							
11-19-15	n/a	DEBT SVC RESERVE	1257964992	0.08			40,822.11
		TOTAL 2015 HA DEBT SERVICE RESERVE					$ 40,822.11
PARS RESTRICTED CASH FOR PENSION STABILIZATION TRUST FUND							
05-23-18	n/a	CITY	104790895775 Public Agency Retirement Service	2.60			11,564,969.00
		TOTAL PARS PENSION TRUST FUND					$ 11,564,969.00
BOND PROCEEDS							
2015 HA $4.3M MULTIFAMILY HOUSING REVENUE BONDS							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
09-03-15	n/a	BOND FUND	277067000	0.00			95,478.05
09-03-15	n/a	INTEREST ACCT	277067001	0.01			6.95
09-03-15	n/a	BOND RESERVE	277067003	0.00			281,016.19
09-03-15	n/a	REPAIR & REPLACE FUND	277067004	0.00			1,325,914.08
		TOTAL 2015 HA $4.3M MULTIFAMILY HOUSING REVENUE BONDS					$ 1,702,415.27

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JUNE 30, 2025

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
BOND PROCEEDS							
2017 PFA $17.4M LEASE REVENUE BONDS							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
04-05-17	n/a	REVENUE FUND	271128000	0.00			1.17
04-05-17	n/a	REVENUE REFUNDING BOND	271128001	n/a			0.05
$42,830	n/a	REVENUE REFUNDING BOND	271128002				0.10
		TOTAL 2017 PFA $17.4M LEASE REVENUE BONDS					$ 1.32
BOND PROCEEDS							
2023 A&B SERIES ACQUISITION & CONSTRUCTION REVENUE BOND							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
			248041000				9.21
11-30-23	n/a	INTEREST	248041001				504,998.26
11-30-23	n/a	PRINCIPAL	248041002				0.34
11-30-23	n/a	REVENUE FUND	248041004				13.54
11-30-23	n/a	INTEREST	248041007				0.51
11-30-23	n/a	REVENUE FUND	248041008				4,800,300.73
		TOTAL 2023 A&B SERIES B ACQUISITION & CONSTRUCTION REV BOND					$ 5,305,322.59
		GRAND TOTAL - FISCAL AGENT CASH					$ 23,628,697.47

SUMMARY OF CASH AND INVESTMENTS

Cash on Hand			$ 15,007,118
Pooled Cash Investments			
City:	$	376,190,837	
Insur Fund:	$	(520,047)	$ 375,670,790
Library Investments			$ 13,927
Subtotal			$ 390,691,835
City/AD/CFD/PCA/PFA/HA Fiscal Agent Cash			$ 23,628,697
Grand total			$ 414,320,532

The interest rate quoted on LAIF, AIM, and Fiscal Agent/Trustee accounts is the most current rate available.
LAIF & AIM interest Rates are as of June, 2025

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JUNE 30, 2025

CITY OF PALMDALE

POOLED CASH - LOCAL AGENCY INVESTMENT FUND (LAIF), CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP), & UBS FINANCIAL SERVICES

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
LAIF - CITY ACCOUNT 98-19-620				
Beginning Balance				$ 57,004,603.30
Subtotal	$ -	$ -	$ -	$ 57,004,603.30
LAIF - PFA ACCOUNT 40-19-078				
Beginning Balance				$ 39,313,382.47
Subtotal	$ -	$ -	$ -	$ 39,313,382.47
LAIF - LIBRARY ACCOUNT 16-19-012				
Beginning Balance				$ 13,776.68
04-15-25			$ 150.16	
Subtotal	$ -	$ -	$ 150.16	$ 13,926.84
LAIF - ARPA ACCOUNT 19-19-004				
Beginning Balance				$ 14,900,232.58
06-25-25		$ (813,000.00)		
Subtotal	$ -	$ (813,000.00)	$ -	$ 14,087,232.58
CAMP				
Beginning Balance				$ 52,756,073.10
06-30-25			$ 52,957,078.02	
Subtotal	$ -	$ -	$ 52,957,078.02	$ 105,713,151.12
UBS Financial Services				
Beginning Balance				$ 66.08
06-30-25			$ 589,058.92	
06-30-25		$ (300,929.71)		
Subtotal	$ -	$ (300,929.71)	$ 589,058.92	$ 288,195.29
Total	$ -	$ (1,113,929.71)	$ 53,546,287.10	$ 216,420,491.60

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JUNE 30, 2025

CITY OF PALMDALE

POOLED CASH - INVESTMENTS MATURED OR CALLED

TN = US Treas
FP = Federal P
CD = Certificate

C = Call
M = Maturity
CB = Corporate Bond

ISSUER	PURCHASE DATE	MATURITY DATE		FACE VALUE REDEEMED	INTEREST RECEIVED	NET FUNDS	INVESTED AMOUNT	GAIN/ (LOSS)
								-
3133ELK37 Federal Farm Credit	06-10-20	06-16-25	FP	$ 5,000,000.00	$ 19,500.00	$ 5,019,500.00	4,781,500.00	218,500.00
3133ENHW3 Federal Farm Credit	12-17-21	06-23-25	FP	$ 10,000,000.00	$ 58,500.00	$ 10,058,500.00	9,595,310.20	404,689.80
09776DAG9 BOM Bank	06-25-24	06-25-29	CD	245,000.00	1,113.24	$ 246,113.24	245,000.11	(0.11)
				$ 15,245,000.00	$ 79,113.24	$ 15,324,113.24	$ 14,621,810.31	$ 623,189.69

Total Number of Transactions:

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JUNE 30, 2025

POOLED CASH - INVESTMENTS PURCHASED

TN = US Treasury
FP = Federal Paper
CD = Certificate of Deposit
CN = Corporate Notes

ISSUER	PURCHASE DATE		MATURITY DATE	FACE VALUE	PREMIUM / (DISCOUNT)	PURCHASE PRICE	ACCRUED INTEREST PURCHASED	NET PURCHASE	Yield
3133ETFB8 Federal Farm Credit Bank	06-13-25	FP	04-30-29	$ 5,000,000.00	-	$ 5,000,000.00	$ 28,368.06	5,028,368.06	4.75
3130B62E5 Federal Home Loan Bank	06-13-25	FP	10-30-28	$ 3,000,000.00	-	$ 3,000,000.00	$ 15,229.17	3,015,229.17	4.25
3136GAGW3 Fannie Mae	06-27-25	FP	04-30-29	$ 5,000,000.00	-	$ 5,000,000.00	$ 23,916.67	5,023,916.67	4.75
3133ETGK7 Federal Farm Credit Bank	06-27-25	FP	05-14-29	$ 5,000,000.00	-	$ 5,000,000.00	$ 28,248.61	5,028,248.61	4.73
								-	
								-	
				$ 18,000,000.00	$ -	$ 18,000,000.00	$ 95,762.51	$ 18,095,762.51	

Total Number of Transactions:

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
June 30, 2025

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	INVESTED AMOUNT	TOTAL
LAIF - SA ACCOUNT 65-19-035						
09-01-84	n/a	SA Account	65-19-035	0.78	3,899,819.00	
						$ 3,899,819.00

FISCAL AGENT CASH

BOND PROCEEDS						
CRA - 2002 Sub Lien Tax Allocation Bonds $5.3M ($5,329,748.25)						
Fiscal Agent: U.S. Bank National Association						
08-20-02	n/a	Reserve Fund	94460700	2.54	540,231.33	
08-20-02	n/a	Interest Acct	94460701	0.04	41,850.81	
08-20-02	n/a	Principal Acct	94460702	0.04	374.15	
TOTAL CRA - 2002 Sub Lien Tax Allocation Bonds $5.3M ($5,329,748.25)						$ 582,456.29
BOND PROCEEDS						
2016 SA $31.5M Tax Allocation Refunding Bonds Series A						
Fiscal Agent: U.S. Bank National Association (fka First Trust)						
04-26-16	n/a	Debt Service	245113000	0.00	6.29	
04-26-16	n/a	Interest Acc	245113001	N/A	0.00	
TOTAL 2016 SA $31.5M Tax Allocation Refunding Bonds Series A						$ 6.29
GRAND TOTAL - FISCAL AGENT CASH						$ 582,462.58

SUMMARY OF CASH AND INVESTMENTS

Cash on Hand	$	7,583,315
Pooled Cash Investments	$	3,899,819
Successor Agency Fiscal Agent Cash	$	582,463
Grand total	$	12,065,597

* The interest rate quoted on LAIF and Fiscal Agent/Trustee accounts is the most current rate available. LAIF interest rates are as of June 30, 2025.

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
June 30, 2025

POOLED CASH - STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF)

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
LAIF - SA ACCOUNT 65-19-035				
Beginning Balance				3,899,819.00
Subtotal	$ -	$ -	$ -	$ 3,899,819.00

City of Palmdale: Flagship Lite

Palmdale, CA

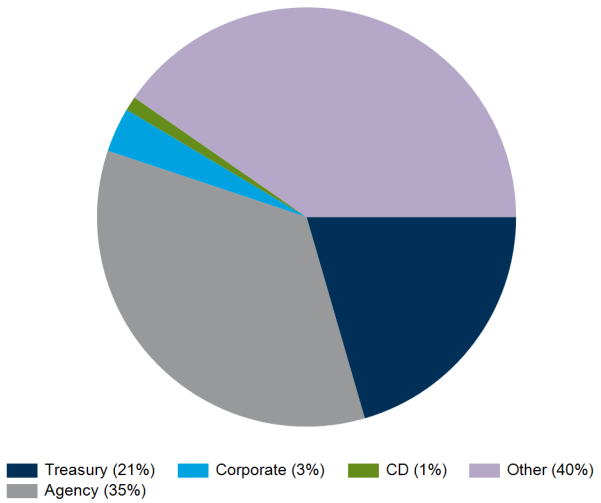
As of Date: 06/30/2025 | Pricing as of: 06/30/2025 | Date of Analysis: 07/10/2025



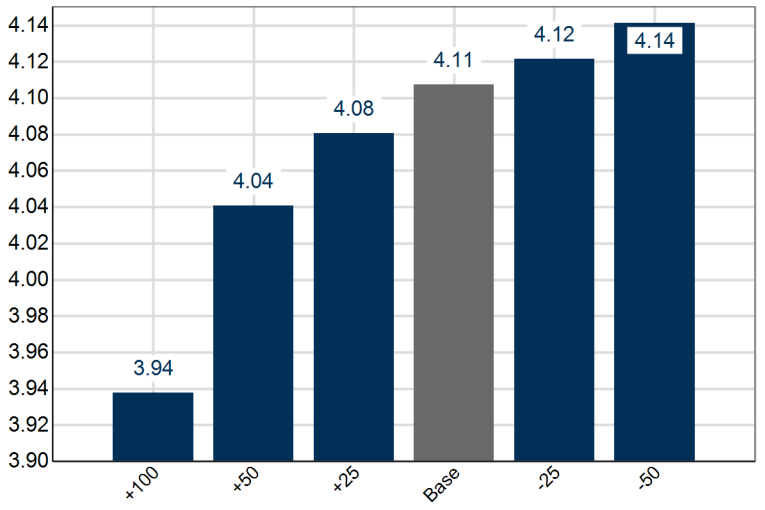
Portfolio Overview

Portfolio Attributes	
Curr. Face	266,648
Mkt. Value	265,234
Book Value	266,648
Est. Gain/Loss	-1,414
Ave. Mkt. Price	99.47
Ave. Bk. Price	100.00
Eff. Dur.	0.83
Eff. Conv.	-0.11
OAS	-131.1
Mkt YTP	2.80
Bk YTP	2.08
WAL	0.98
Line Items	68

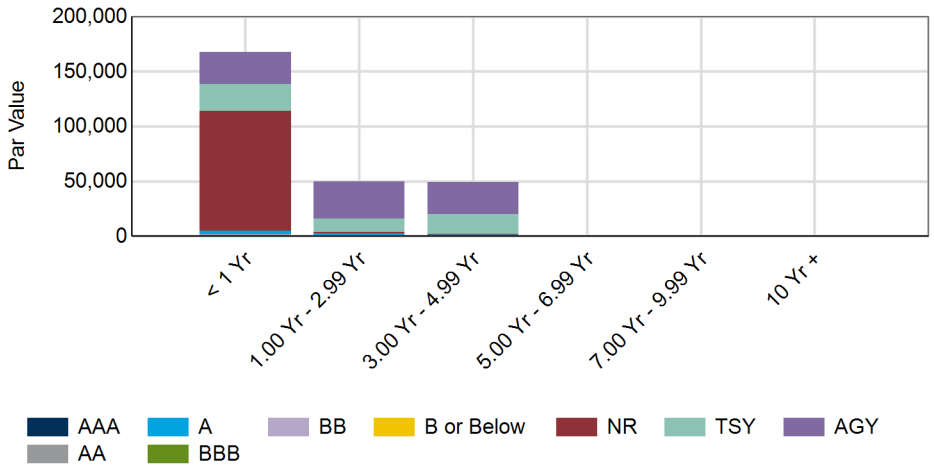
Sector Allocation



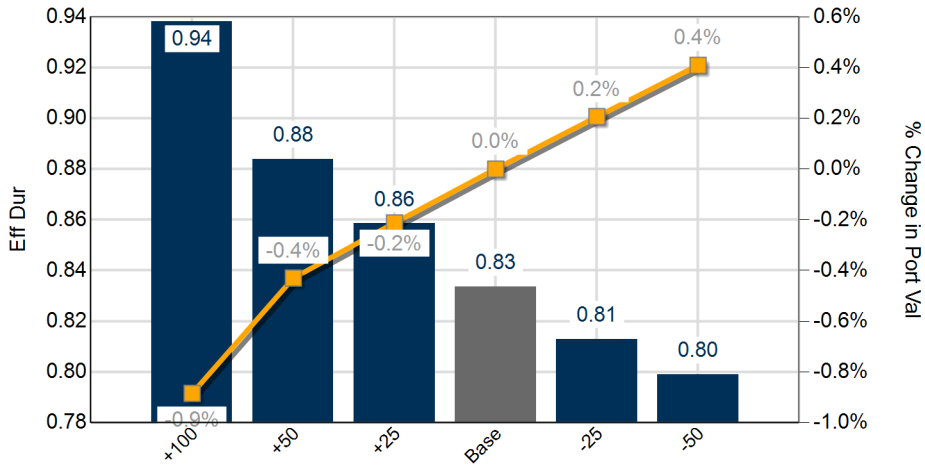
Projected TRR - 12 Mo Horizon



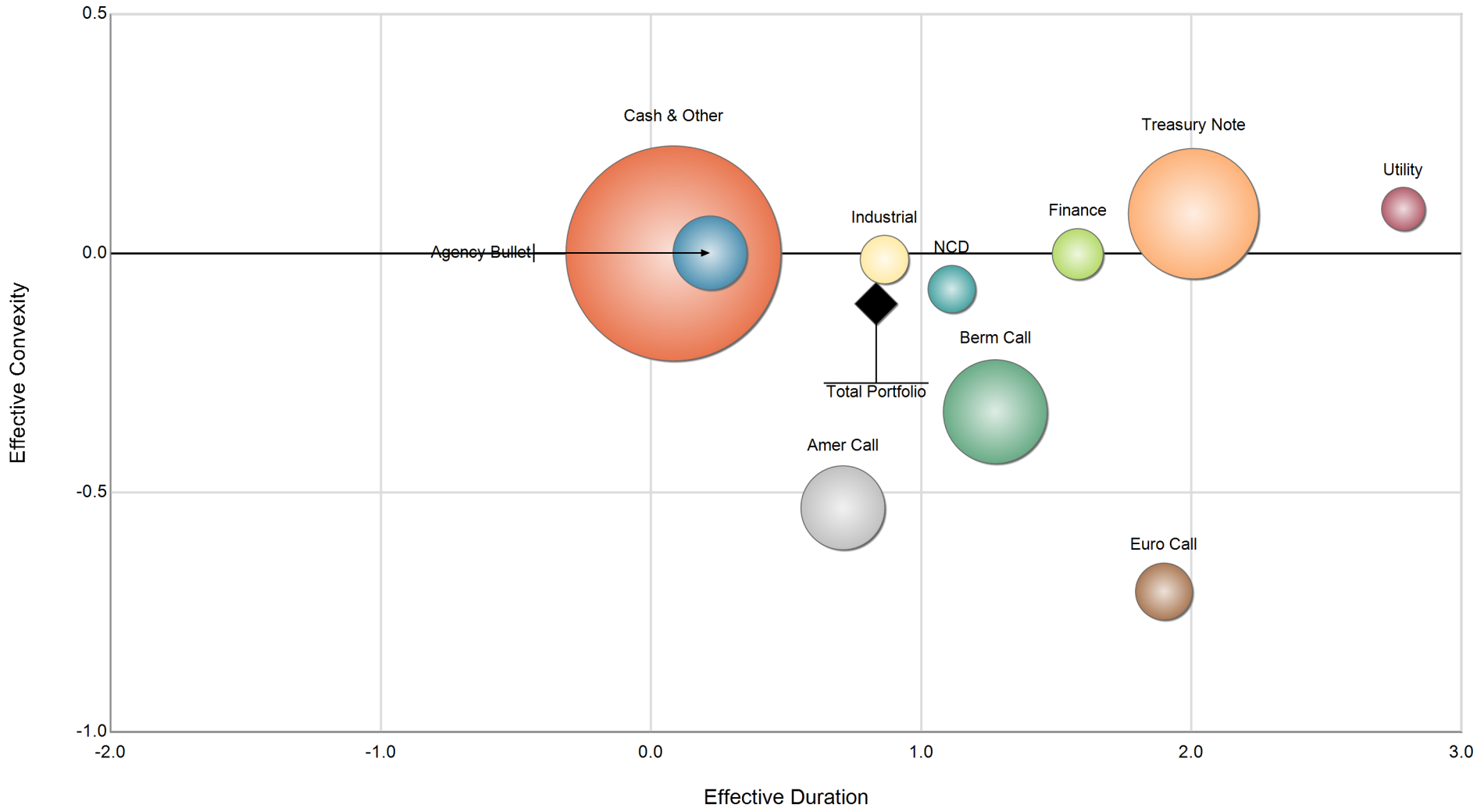
Combined Rating Distribution By Maturity



Pct. Chng in Port Val & Eff Dur (Inst. Rate Shock)



Duration / Convexity



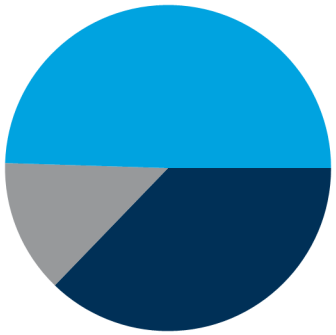
Eff. Dur.	0.83
Eff. Conv.	-0.11

Portfolio Sector Summary

Sector	Par Value	Market Value	% Port	Book Price	Market Price	Est G/L	Eff Conv	Bk Yld	Mkt Yld	Eff Dur +50	Eff Dur Base	Eff Dur -50	% Δ in Price +50	% Δ in Price Base	% Δ in Price -50
Cash & Other	107,592	107,592	40.3%	100.00	100.00	0	0.00	0.78	0.78	0.08	0.08	0.08	0.0%	0	0.0%
Treasury Note	54,700	54,491	20.5%	100.00	99.62	-209	0.08	3.33	3.94	2.00	2.01	2.02	-1.0%	0	1.0%
Berm Call	38,150	37,265	14.3%	100.00	97.68	-885	-0.33	2.21	4.13	1.42	1.27	1.12	-0.7%	0	0.6%
Amer Call	25,625	25,464	9.6%	100.00	99.37	-161	-0.53	3.83	4.45	0.99	0.71	0.58	-0.4%	0	0.3%
Agency Bullet	19,500	19,352	7.3%	100.00	99.24	-148	0.00	0.95	4.44	0.22	0.22	0.22	-0.1%	0	0.1%
Euro Call	9,000	9,015	3.4%	100.00	100.17	15	-0.71	4.28	4.27	2.20	1.90	1.67	-1.0%	0	0.9%
Finance	5,156	5,119	1.9%	100.00	99.28	-37	0.00	3.63	4.39	1.59	1.58	1.56	-0.8%	0	0.8%
Industrial	3,500	3,483	1.3%	100.00	99.51	-17	-0.01	3.85	4.17	0.87	0.86	0.85	-0.4%	0	0.4%
NCD	2,925	2,942	1.1%	100.00	100.58	17	-0.07	4.98	4.43	1.19	1.11	1.09	-0.6%	0	0.6%
Utility	500	511	0.2%	100.00	102.10	11	0.09	4.95	4.22	2.78	2.78	2.79	-1.4%	0	1.4%
Portfolio Totals	266,648	265,234	100.0%	100.00	99.47	-1,414	-0.11	2.08	2.80	0.89	0.83	0.79	-0.4%	0	0.4%

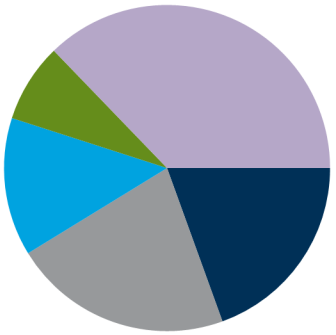
Agency/Sovereign - Summary

Subsector



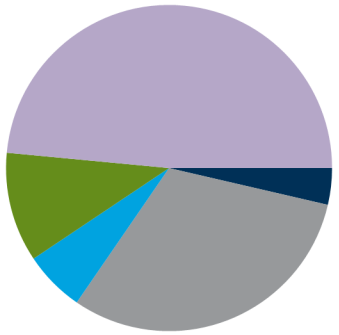
Treasury (37%)
Callable Agency (50%)
Agency Bullet (13%)

Issuer



FFCB (19%)
FHLMC (14%)
UST (37%)
FHLB (22%)
FNMA (8%)

Call Type

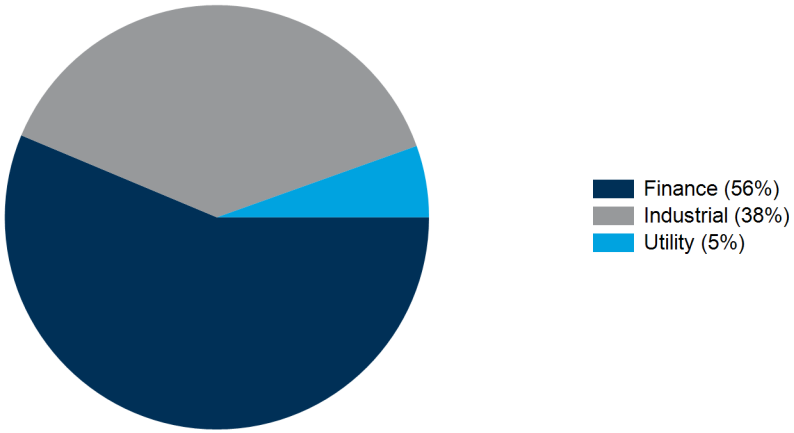


Annually (4%)
One time (11%)
Anytime (31%)
Quarterly (49%)
Monthly (6%)

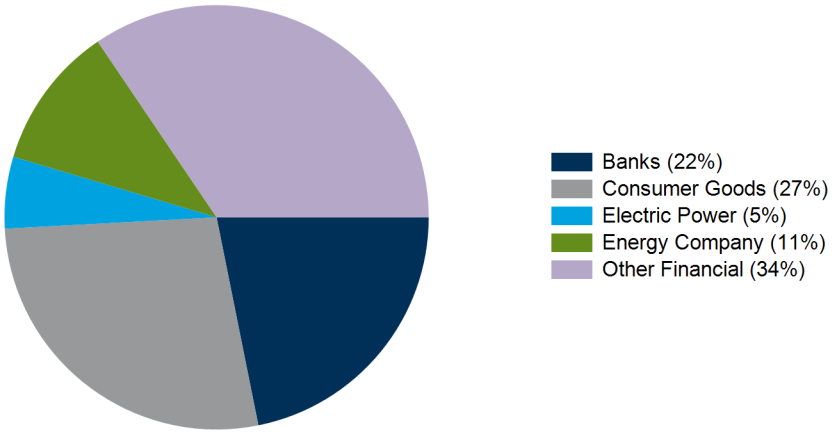
					Book		Market		G/L $	G/L %	WAL	% Px Δ	Dur	Cvx	
Subsector	Sector %	Par Value	Cpn	Maturity Next Call	Price Value	Yield	Price Value	Yield	Base + 100	Base + 100	Base + 100	-50 +100	Base	Base	AFS %
				2.2 yrs	100.00		99.62		-209	-0.4%	2.17	1.0	2.01	0.08	
Treasury (13)	37.2%	54,700	3.33		54,700	3.33	54,491	3.94	-1,287	-2.4%	2.17	-2.0			99.6%
				0.2 yrs	100.00		99.24		-148	-0.8%	0.22	0.1	0.22	0.00	
Agency Bullet (5)	13.3%	19,500	0.95		19,500	0.95	19,352	4.44	-190	-1.0%	0.22	-0.2			99.2%
				2.4 yrs	100.00		98.58		-1,030	-1.4%	1.57	0.5	1.15	-0.45	
Callable Agency (20)	49.5%	72,775	3.04	0.4 yrs	72,775	3.03	71,745	4.26	-2,008	-2.8%	2.44	-1.4			98.6%
				2.0 yrs	100.00		99.06		-1,387	-0.9%	1.61	0.7	1.35	-0.19	
Total (38)	100.0%	146,975	2.87	0.4 yrs	146,975	2.87	145,588	4.17	-3,485	-2.4%	2.04	-1.4			99.1%

Corporate - Summary

Sector Allocation



Industry Allocation



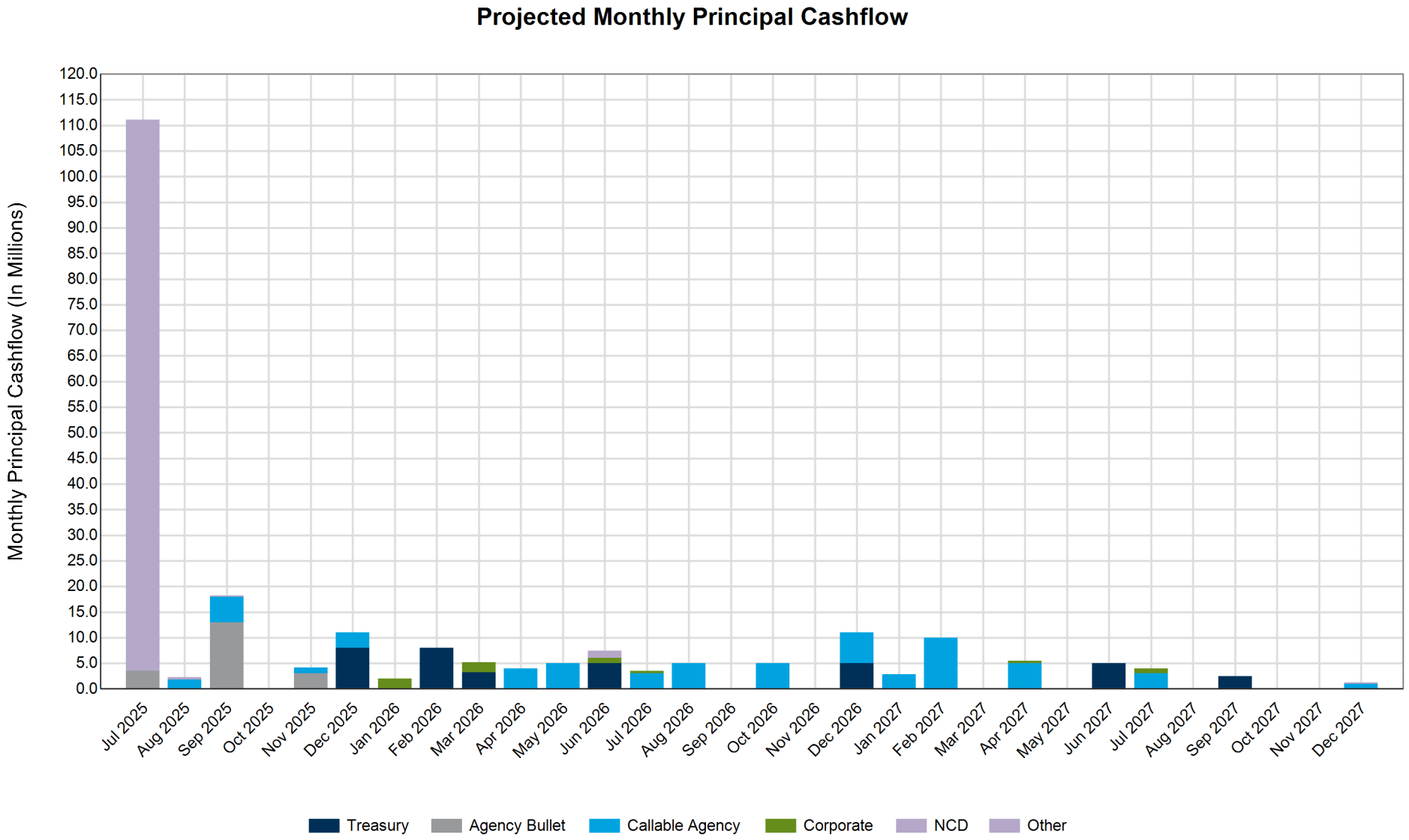
					Rating	Book		Market		G/L $	G/L %	WAL	% Px Δ	Dur	Cvx	
	Sector	Par			Moody's	Price		Price		Base	Base	Base	-50	Base	Base	
Subsector	%	Value	Cpn	Maturity	S&P	Value	Yield	Value	Yield	+ 100	+ 100	+ 100	+100			AFS %
					A1	100.00		99.28		-37	-0.7%	1.62	0.8	1.58	0.00	
Finance (10)	56.3%	5,156	3.63	1.8 yrs	A	5,156	3.63	5,119	4.39	-119	-2.3%	1.74	-1.6			99.3%
					Aa2	100.00		99.51		-17	-0.5%	0.92	0.4	0.86	-0.01	
Industrial (4)	38.2%	3,500	3.86	0.9 yrs	AA-	3,500	3.85	3,483	4.17	-48	-1.4%	0.92	-0.9			99.5%
					A1	100.00		102.10		11	2.1%	3.13	1.4	2.78	0.09	
Utility (1)	5.5%	500	4.95	3.1 yrs	A	500	4.95	511	4.22	-4	-0.7%	3.13	-2.8			102.1%
					Aa3	100.00		99.52		-44	-0.5%	1.44	0.7	1.37	0.00	
Total (15)	100.0%	9,156	3.79	1.5 yrs	A+	9,156	3.79	9,112	4.30	-170	-1.9%	1.50	-1.4			99.5%

Peer Group Comparison

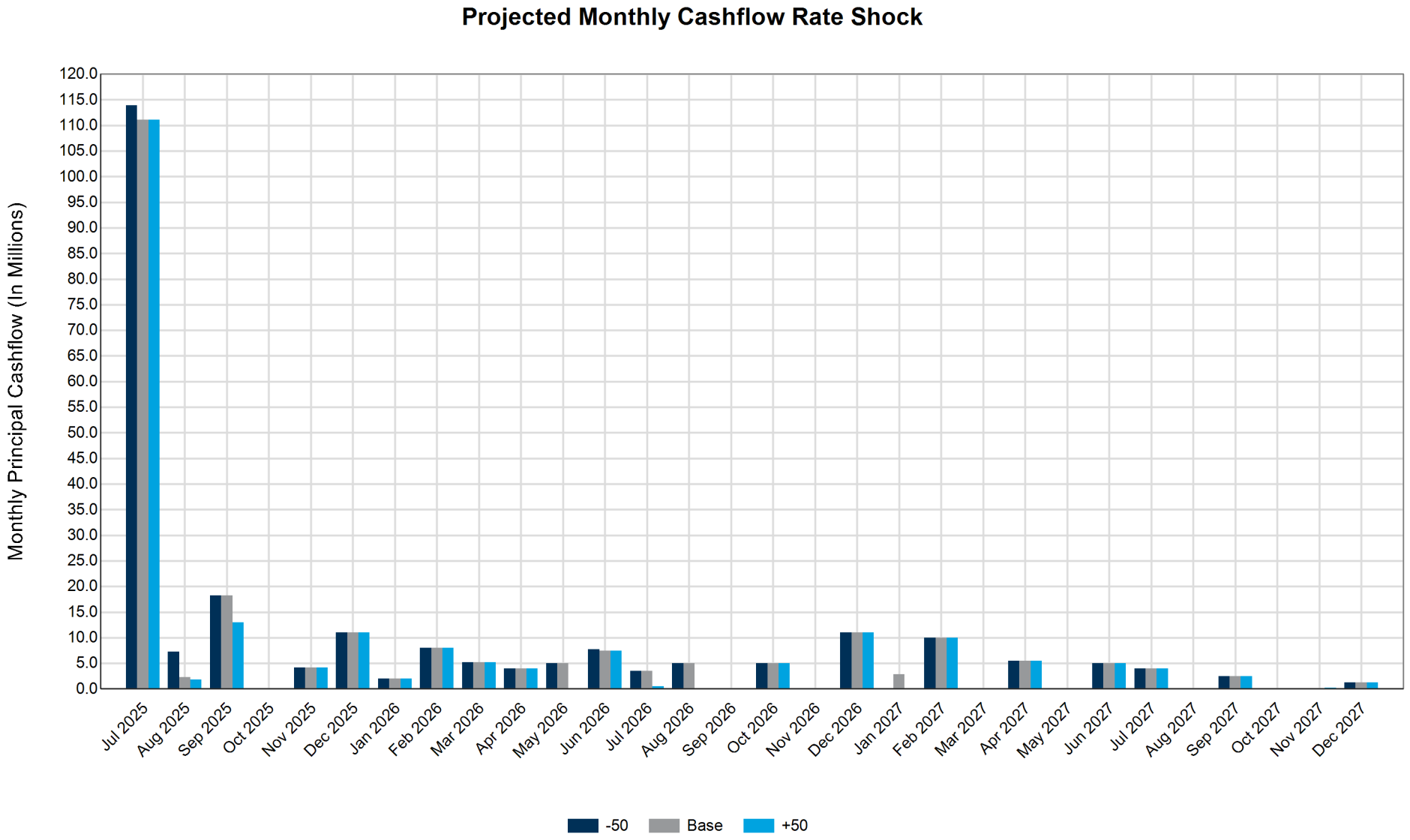
Peer	As of Date	Book Value	G/L %	Book Yield	Average Life Base	Average Life -50	Average Life +100	% Price Change -50	% Price Change +50	% Price Change +100	Effective Dur	Effective Cvx	UST Agy	Fix MBS	ARM	Fix CMO	Flt CMO	Agy CMBS	Sm Bus.	Prv Label	Muni	Corp	CD	Other	% Fixed
1	05/25	275,624	-0.6	3.71	2.3		2.4			-2.1	2.1	0.0	43%	0%	0%	0%	0%	0%	0%	0%	22%	25%	10%	0%	100%
2	03/25	241,442	-1.1	2.87	2.3		2.3			-2.1	2.2	0.1	69%	0%	0%	0%	0%	0%	0%	0%	11%	9%	11%	0%	100%
3	05/25	230,985	-1.1	3.02	1.3		1.9			-1.4	1.3	-0.1	63%	0%	0%	0%	0%	0%	0%	0%	11%	20%	6%	0%	100%
4	07/25	184,979	-0.1		1.2					0.0	1.3	-0.8	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
5	05/25	184,930	-1.3	3.56	1.1		2.3			-1.5	1.3	-0.4	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
6	04/25	352,684	-1.2	3.67	2.9	2.7	3.1	1.3	-1.3	-2.6	2.6	0.0	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
7	05/25	178,960	-1.1		1.1					0.0	1.1	-0.4	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
8	03/25	173,185	-10.1		5.0		9.2			0.0	4.2	-0.1	16%	66%	1%	0%	0%	9%	1%	0%	6%	0%	0%	0%	99%
9	03/25	162,183	-0.2	3.68	2.5		2.7			-2.4	2.4	0.0	75%	0%	0%	0%	0%	0%	0%	0%	0%	1%	23%	0%	100%
10	03/25	160,315	-15.6		12.5		13.7			0.0	8.5	0.2	0%	0%	0%	0%	0%	0%	0%	0%	100%	0%	0%	0%	100%
11	06/25	156,167	-0.6	4.59	3.5		3.8			-2.4	2.4	-0.2	1%	9%	14%	10%	11%	13%	7%	0%	14%	22%	0%	0%	73%
12	03/25	155,302	-0.4		2.0					0.0	1.9	0.1	99%	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%	0%	100%
13	03/25	155,302	-0.4		2.0					0.0	1.9	0.1	99%	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%	0%	100%
14	03/25	132,410	-16.6		12.7		13.9			0.0	8.5	0.2	0%	0%	0%	0%	0%	0%	0%	0%	100%	0%	0%	0%	100%
15	03/25	105,519	-1.1	3.79	2.4		2.6			-2.2	2.2	0.0	59%	0%	0%	1%	0%	8%	0%	6%	0%	15%	11%	0%	99%
16	05/25	102,017	-0.6	3.32	2.7		2.7			-2.3	2.4	0.1	40%	0%	0%	0%	0%	36%	0%	0%	6%	2%	16%	0%	100%
17	05/25	95,909	-0.6	3.29	1.5		2.0			-1.5	1.4	-0.2	34%	0%	0%	0%	0%	3%	0%	0%	58%	1%	4%	0%	100%
18	04/25	94,760	-0.6	2.86	1.5		1.7			-1.5	1.4	0.0	65%	0%	0%	0%	0%	3%	0%	0%	0%	0%	32%	0%	100%
19	04/25	89,034	0.2	4.88	0.7		0.8			-0.7	0.7	0.0	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
20	06/25	82,248	-1.7		3.5		5.3			0.0	2.5	-0.5	25%	12%	15%	12%	0%	0%	4%	0%	31%	1%	0%	0%	84%
21	03/25	82,000	-0.2	3.99	0.4		1.7			-0.9	0.7	-0.4	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
22	07/25	80,000	0.1		2.0					0.0	2.0	-0.4	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
23	06/25	69,795	-9.8		8.6		13.6			0.0	5.2	-0.3	1%	22%	0%	3%	11%	1%	10%	0%	50%	3%	0%	0%	81%
24	03/25	69,675	0.0		1.8					0.0	1.7	0.0	81%	0%	0%	0%	0%	0%	0%	0%	0%	19%	0%	0%	100%
25	06/25	67,787	-2.4		2.0					0.0	1.8	-0.2	25%	75%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
Avg		147,328	-2.7	3.63	3.2	2.7	4.8	1.3	-1.3	-0.9	2.5	-0.1	60%	7%	1%	1%	1%	3%	1%	0%	16%	5%	5%	0%	97%
Port	06/25	266,648	-0.5	2.08	1.0	0.9	1.2	0.4	-0.4	-0.9	0.8	-0.1	55%	0%	0%	0%	0%	0%	0%	0%	0%	3%	1%	40%	100%
Diff		119,319	2.2	-1.55	-2.2	-1.8	-3.5	-0.9	0.9	0.1	-1.7	0.0	-5%	-7%	-1%	-1%	-1%	-3%	-1%	0%	-16%	-1%	-4%	40%	2%

* Peer group includes Public Entitys that have received portfolio analysis from Stifel in the last three months with the closest portfolio book values.

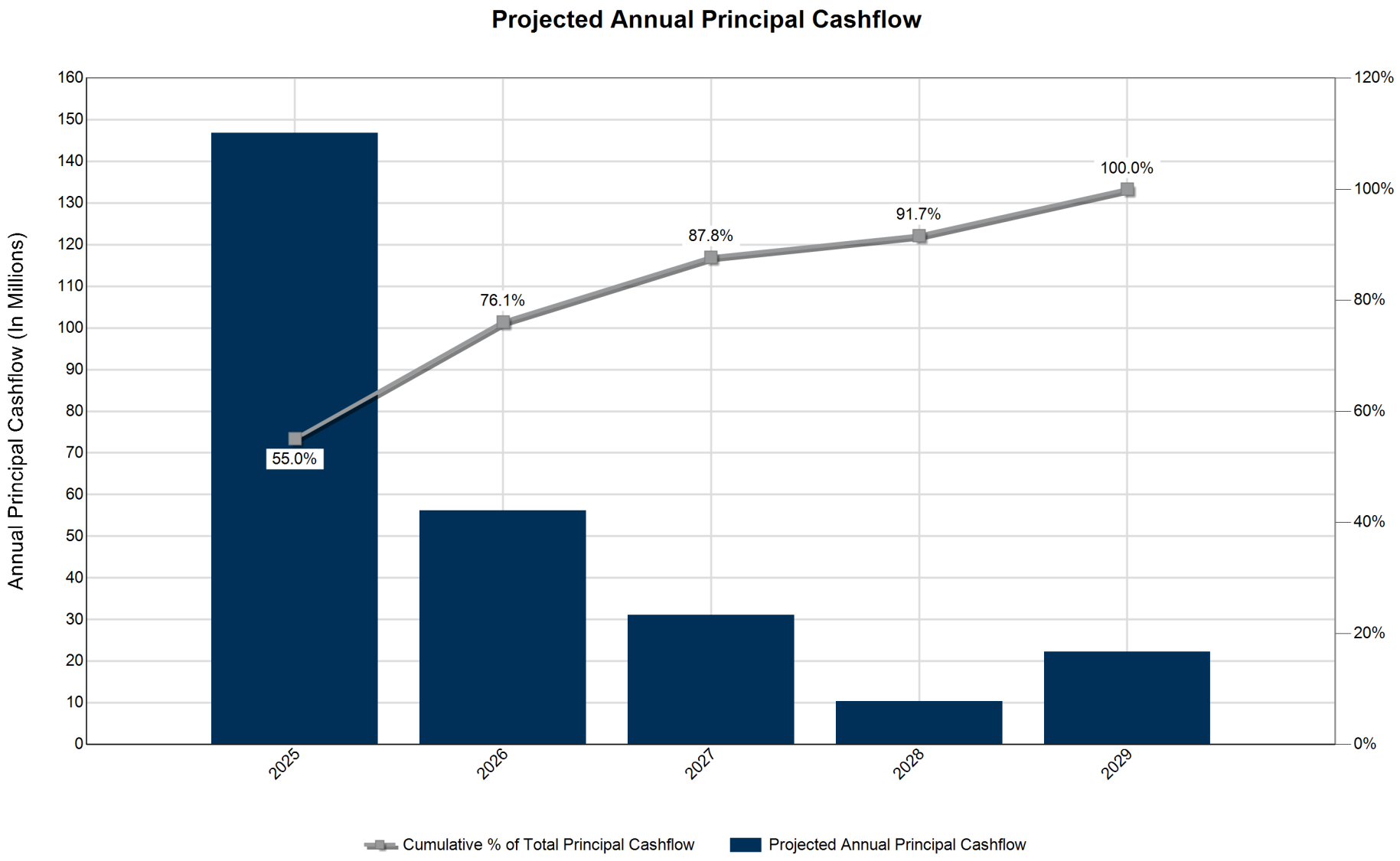
Monthly Cashflow Profile - Next 30 Months



Monthly Cashflow Rate Shock - Next 30 Months

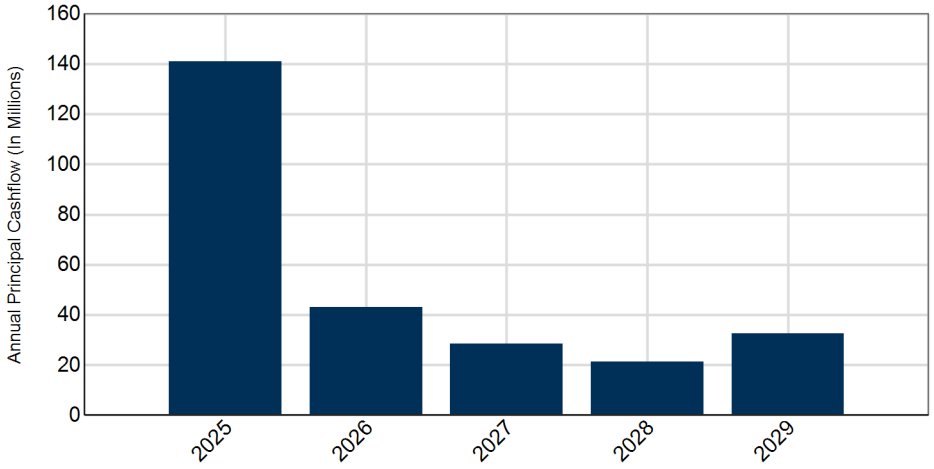


Annual Cashflow Profile

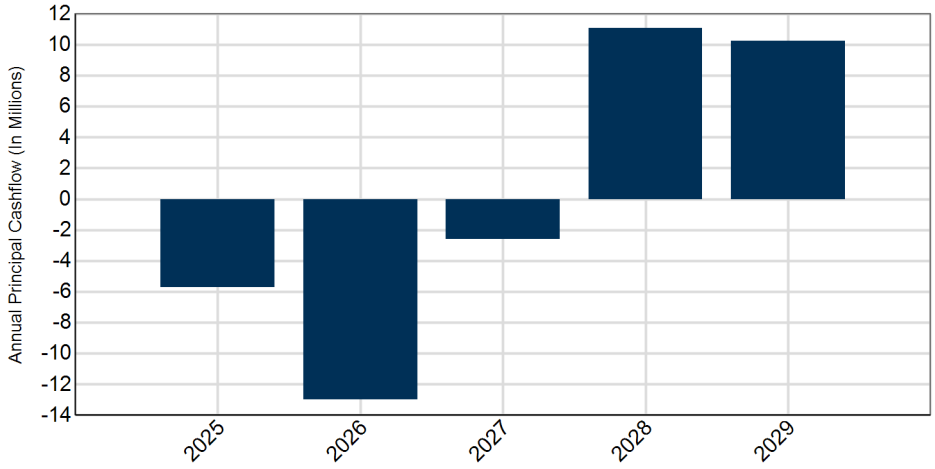


Annual Cashflow Rate Shock

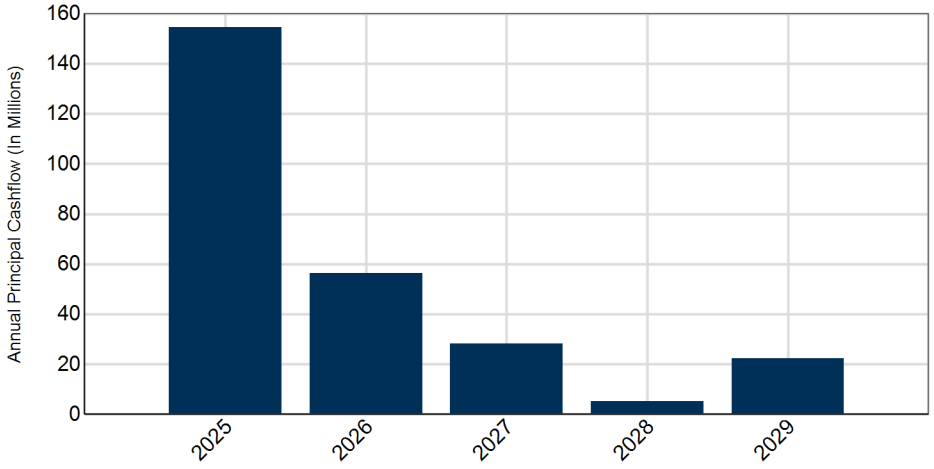
Projected Annual Principal Cashflow +50



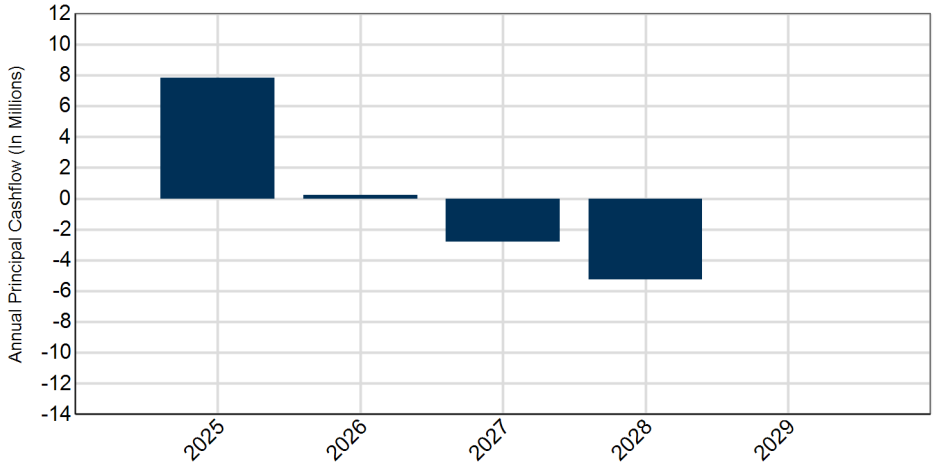
Change in Annual Principal Cashflow +50



Projected Annual Principal Cashflow -50



Change in Annual Principal Cashflow -50



5-Year Quarterly Principal Cash Flow Projections

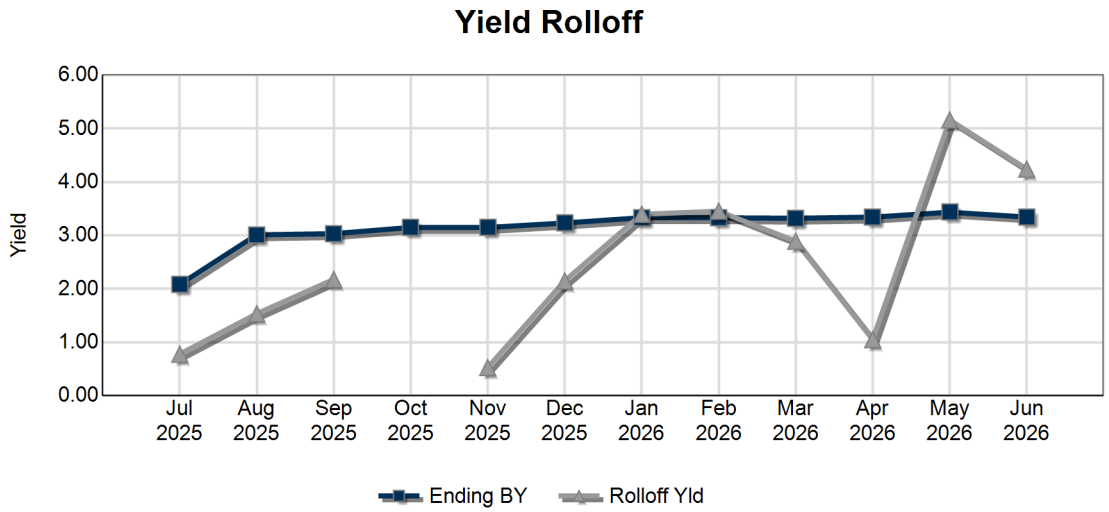
12-Month Principal Cash Flow Projections							Percentage of Total Cash Flow Projections					
Period	+100	+50	+25	Base	-25	-50	+100	+50	+25	Base	-25	-50
Jul 25	111.1	111.1	111.1	111.1	113.9	113.9	42%	42%	42%	42%	43%	43%
Aug 25	1.8	1.8	2.1	2.3	7.3	7.3	42%	42%	42%	43%	45%	45%
Sep 25	13.0	13.0	13.2	18.2	18.2	18.2	47%	47%	47%	49%	52%	52%
Oct 25	0.0	0.0	0.0	0.0	0.0	0.0	47%	47%	47%	49%	52%	52%
Nov 25	4.2	4.2	4.4	4.2	4.2	4.2	49%	49%	49%	51%	54%	54%
Dec 25	11.0	11.0	11.0	11.0	11.0	11.0	53%	53%	53%	55%	58%	58%
Jan 26	2.0	2.0	2.0	2.0	2.0	2.0	54%	54%	54%	56%	59%	59%
Feb 26	8.0	8.0	8.0	8.0	8.0	8.0	57%	57%	57%	59%	62%	62%
Mar 26	5.2	5.2	5.2	5.2	5.2	5.2	59%	59%	59%	61%	64%	64%
Apr 26	4.0	4.0	4.0	4.0	4.0	4.0	60%	60%	60%	62%	65%	65%
May 26	0.0	0.0	5.0	5.0	5.0	5.0	60%	60%	62%	64%	67%	67%
Jun 26	7.5	7.5	7.5	7.5	7.7	7.7	63%	63%	65%	67%	70%	70%

5-Year Quarterly Principal Cash Flow Projections							Percentage of Total Cash Flow Projections					
Period	+100	+50	+25	Base	-25	-50	+100	+50	+25	Base	-25	-50
3Q25	125.9	125.9	126.4	131.6	139.4	139.4	47%	47%	47%	49%	52%	52%
4Q25	15.2	15.2	15.4	15.2	15.2	15.2	53%	53%	53%	55%	58%	58%
1Q26	15.2	15.2	15.2	15.2	15.2	15.2	59%	59%	59%	61%	64%	64%
2Q26	11.5	11.5	16.5	16.5	16.7	16.7	63%	63%	65%	67%	70%	70%
3Q26	0.5	0.5	3.5	8.5	8.5	8.5	63%	63%	66%	70%	73%	73%
4Q26	15.0	16.0	16.0	16.0	16.0	16.0	69%	69%	72%	76%	79%	79%
1Q27	10.0	10.0	10.0	12.8	10.0	10.0	72%	73%	76%	81%	83%	83%
2Q27	10.5	10.5	10.5	10.5	10.5	10.5	76%	77%	80%	85%	87%	87%
3Q27	3.5	6.5	6.5	6.5	6.5	6.5	78%	79%	82%	87%	89%	89%
4Q27	1.5	1.5	1.2	1.2	1.2	1.2	78%	80%	83%	88%	90%	90%
1Q28	0.5	1.2	1.2	1.4	1.2	1.2	78%	80%	83%	88%	90%	90%
2Q28	8.3	8.3	3.1	5.0	0.0	0.0	82%	83%	85%	90%	90%	90%
3Q28	8.5	8.5	5.5	0.5	0.5	0.5	85%	87%	87%	90%	90%	90%
4Q28	3.5	3.5	3.5	3.5	3.5	3.5	86%	88%	88%	92%	92%	92%
1Q29	0.7	0.2	0.0	0.0	0.0	0.0	86%	88%	88%	92%	92%	92%
2Q29	10.5	10.2	10.2	0.2	0.2	0.2	90%	92%	92%	92%	92%	92%
3Q29	12.0	9.0	9.0	9.0	9.0	9.0	95%	95%	95%	95%	95%	95%
4Q29	14.0	13.0	13.0	13.0	13.0	13.0	100%	100%	100%	100%	100%	100%

In Millions

Cash Flow and Rolloff Yield - Next 12 Months

Yield Rolloff				
Month	Begin BY	Principal CF	Rolloff Yld	Ending BY
Jul 2025	2.08	111,092	0.78	3.01
Aug 2025	3.01	2,295	1.53	3.03
Sep 2025	3.03	18,245	2.18	3.15
Oct 2025	3.15	0		3.15
Nov 2025	3.15	4,150	0.53	3.23
Dec 2025	3.23	11,000	2.15	3.33
Jan 2026	3.33	2,000	3.40	3.33
Feb 2026	3.33	8,000	3.45	3.32
Mar 2026	3.32	5,200	2.89	3.34
Apr 2026	3.34	4,000	1.05	3.43
May 2026	3.43	5,000	5.16	3.34
Jun 2026	3.34	7,465	4.24	3.27

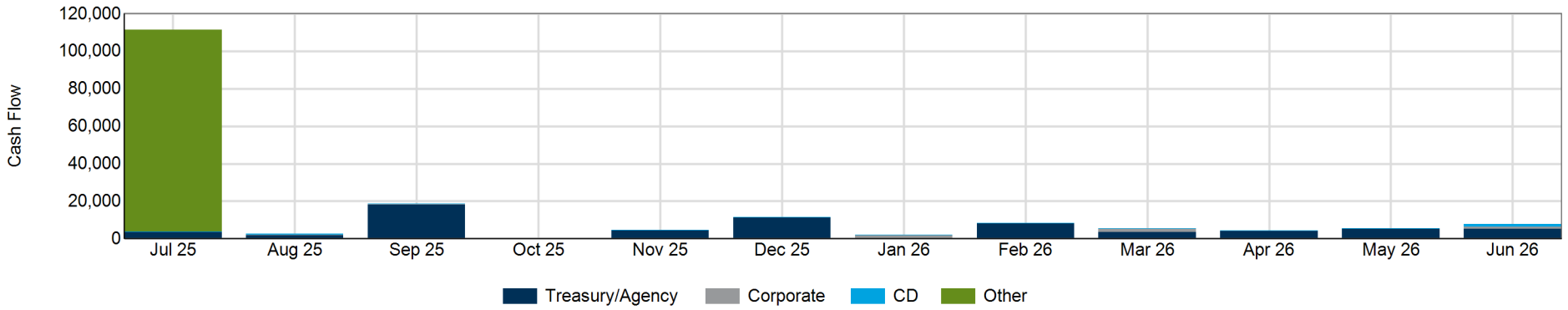


Shocked Principal and Interest Cash Flow Analysis							
Year	Mod Up Stp	+100	+50	+25	-25	-50	Mod Dn Flt
Jul 2025	111,372	111,372	111,372	111,372	114,201	114,201	114,201
Aug 2025	2,184	2,184	2,184	2,429	7,731	7,731	7,731
Sep 2025	13,308	13,308	13,308	13,553	18,651	18,651	18,651
Oct 2025	294	294	294	294	294	294	294
Nov 2025	4,582	4,582	4,582	4,582	4,398	4,398	4,398
Dec 2025	11,549	11,549	11,549	11,549	11,549	11,549	11,549
Jan 2026	2,200	2,200	2,200	2,200	2,200	2,200	2,200
Feb 2026	8,422	8,422	8,422	8,422	8,422	8,422	8,422
Mar 2026	5,432	5,432	5,432	5,432	5,432	5,432	5,432
Apr 2026	4,293	4,293	4,293	4,293	4,293	4,293	4,293
May 2026	420	420	420	5,420	5,236	5,236	5,236
Jun 2026	7,893	7,893	7,893	7,893	8,138	8,138	8,138

Sector Cash Flow - Next 12 Months

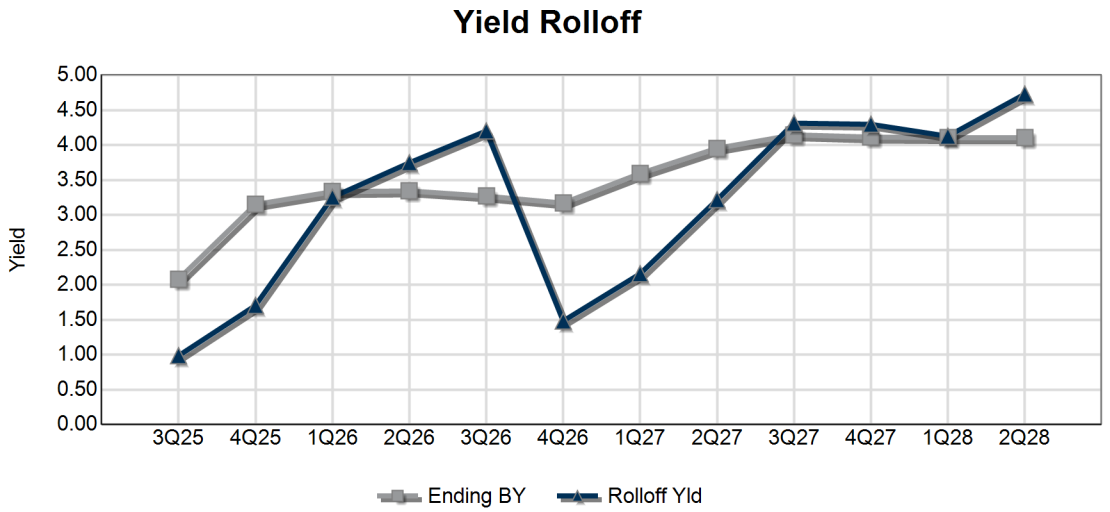
		Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26	Jun 26	Bk Yld Chg
Treasury/Agency	Cash Flow	3,644	2,154	18,357	285	4,571	11,482	136	8,393	3,384	4,283	5,410	5,361	
	End BY	2.92	2.95	3.07	3.07	3.16	3.26	3.26	3.25	3.28	3.38	3.27	3.22	0.30
Corporate	Cash Flow	63	27	47	8	9	19	2,063	27	2,047	8	9	1,019	
	End BY	3.79	3.79	3.79	3.79	3.79	3.79	3.89	3.89	3.89	3.89	3.89	3.92	0.14
CD	Cash Flow	3	491	247	1	1	48	1	1	1	1	1	1,513	
	End BY	4.98	4.92	4.88	4.88	4.88	4.88	4.88	4.88	4.88	4.88	4.88	4.64	-0.34
Other	Cash Flow	107,662												
	End BY													
Total	Cash Flow	111,372	2,672	18,651	294	4,582	11,549	2,200	8,422	5,432	4,293	5,420	7,893	
	End BY	3.01	3.03	3.15	3.15	3.23	3.33	3.33	3.32	3.34	3.43	3.34	3.27	0.26

Total Cash Flows By Sector



Cash Flow and Rolloff Yield - Next 3 Years

Yield Rolloff				
Quarter	Begin BY	Principal CF	Rolloff Yld	Ending BY
3Q25	2.08	131,632	0.98	3.15
4Q25	3.15	15,150	1.70	3.33
1Q26	3.33	15,200	3.25	3.34
2Q26	3.34	16,465	3.75	3.27
3Q26	3.27	8,500	4.20	3.17
4Q26	3.17	16,000	1.48	3.59
1Q27	3.59	12,815	2.16	3.95
2Q27	3.95	10,500	3.22	4.15
3Q27	4.15	6,500	4.31	4.11
4Q27	4.11	1,240	4.30	4.11
1Q28	4.11	1,401	4.13	4.11
2Q28	4.11	5,000	4.73	3.99

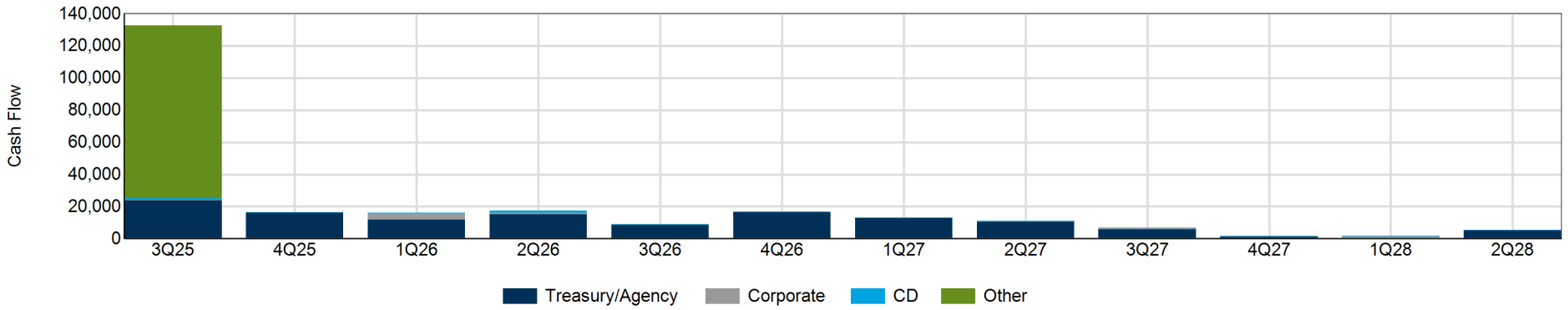


Shocked Principal and Interest Cash Flow Analysis							
Quarter	Mod Up Stp	+100	+50	+25	-25	-50	Mod Dn Flt
3Q25	126,864	126,864	126,864	127,354	140,583	140,583	140,583
4Q25	16,425	16,425	16,425	16,425	16,241	16,241	16,241
1Q26	16,053	16,053	16,053	16,053	16,053	16,053	16,053
2Q26	12,606	12,606	12,606	17,606	17,667	17,667	17,667
3Q26	1,107	1,107	1,107	4,107	9,104	9,104	9,104
4Q26	16,837	15,837	16,837	16,837	16,650	16,650	16,650
1Q27	10,427	10,427	10,427	10,427	10,424	10,424	10,424
2Q27	11,148	11,148	11,148	11,148	11,027	11,027	11,027
3Q27	6,856	3,856	6,856	6,856	6,853	6,853	6,853
4Q27	1,723	1,723	1,723	1,723	1,602	1,602	1,602
1Q28	1,369	713	1,369	1,369	1,368	1,368	1,368
2Q28	333	333	333	333	333	333	333

Sector Cash Flow - Next 3 Years

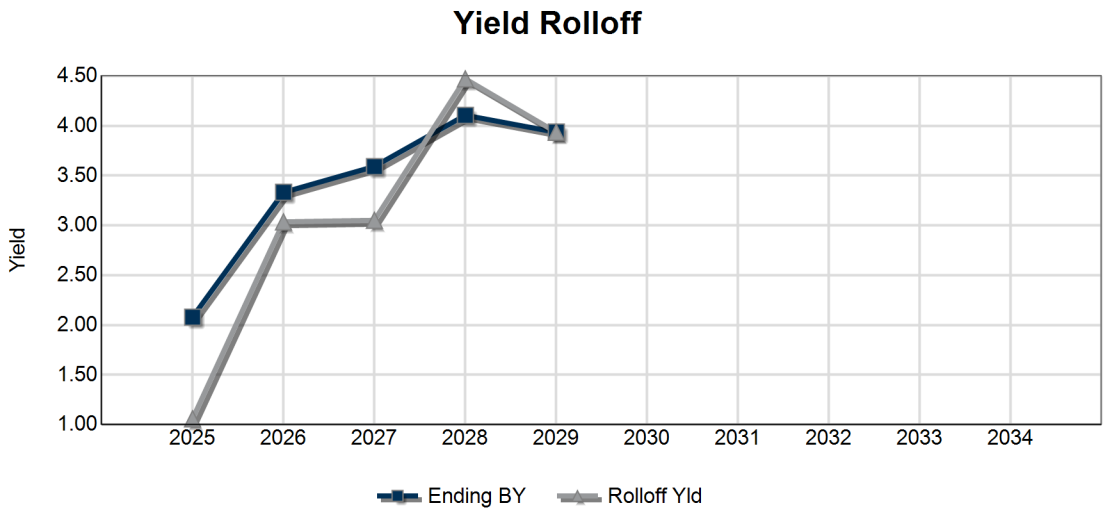
		3Q25	4Q25	1Q26	2Q26	3Q26	4Q26	1Q27	2Q27	3Q27	4Q27	1Q28	2Q28	Bk Yld Chg
Treasury/Agency	Cash Flow	24,155	16,338	11,913	15,054	8,540	16,806	13,205	10,617	5,796	1,460	177	5,416	
	End BY	3.07	3.26	3.28	3.22	3.11	3.55	3.94	4.13	4.10	4.09	4.09	3.97	0.89
Corporate	Cash Flow	137	36	4,137	1,036	564	18	56	518	1,056	9	1,191	9	
	End BY	3.79	3.79	3.89	3.92	4.03	4.03	4.03	4.15	4.12	4.12	4.34	4.34	0.55
CD	Cash Flow	741	50	3	1,515	3	14	3	14	3	254	246	6	
	End BY	4.88	4.88	4.88	4.64	4.64	4.64	4.64	4.64	4.64	4.86	4.65	4.65	-0.22
Other	Cash Flow	107,662												
	End BY													
Total	Cash Flow	132,696	16,425	16,053	17,606	9,107	16,837	13,264	11,148	6,856	1,723	1,614	5,431	
	End BY	3.15	3.33	3.34	3.27	3.17	3.59	3.95	4.15	4.11	4.11	4.11	3.99	0.84

Total Cash Flows By Sector



Cash Flow and Rolloff Yield - Next 10 Years

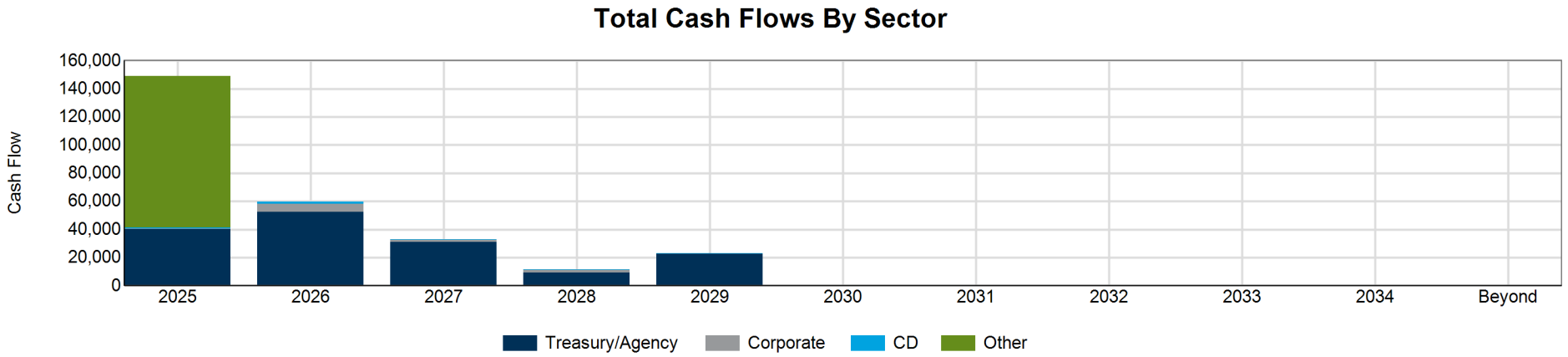
Yield Rolloff				
Year	Begin BY	Principal CF	Rolloff Yld	Ending BY
2025	2.08	146,782	1.06	3.33
2026	3.33	56,165	3.04	3.59
2027	3.59	31,055	3.05	4.11
2028	4.11	10,401	4.47	3.94
2029	3.94	22,245	3.94	
2030				
2031				
2032				
2033				
2034				



Shocked Principal and Interest Cash Flow Analysis							
Year	Mod Up Stp	+100	+50	+25	-25	-50	Mod Dn Flt
2025	143,667	143,422	143,422	144,144	156,824	156,824	156,824
2026	52,356	46,007	47,007	54,840	59,474	59,474	59,474
2027	33,865	28,446	31,401	30,729	29,906	29,906	29,906
2028	15,036	23,108	23,545	15,036	6,225	6,223	6,223
2029	33,330	38,454	33,597	33,330	23,114	23,114	23,114

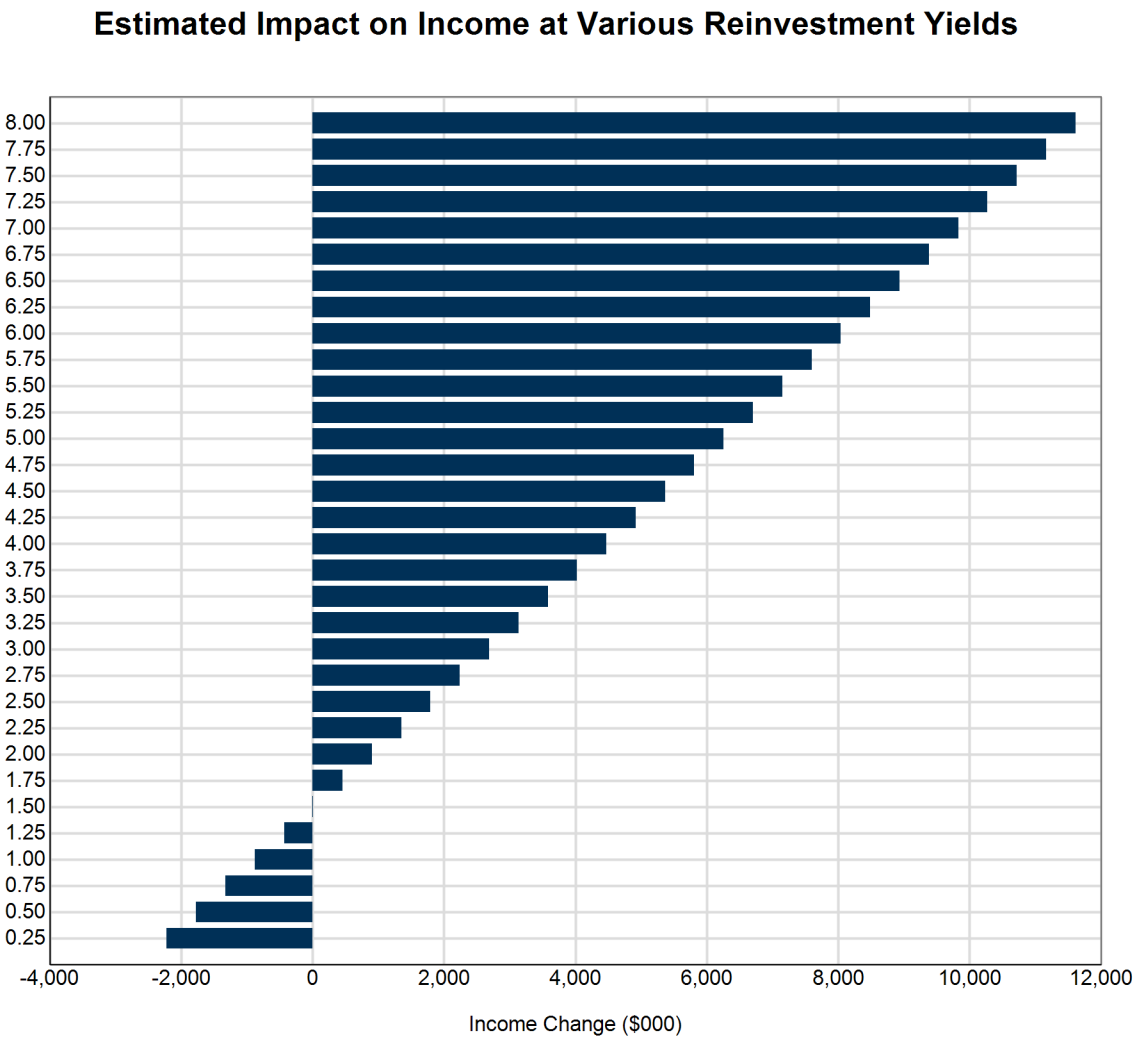
Sector Cash Flow - Next 10 Years

		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Bk Yld Chg
Treasury/Agency	Cash Flow	40,493	52,313	31,078	9,089	22,863						
	End BY	3.26	3.55	4.09	3.93							
Corporate	Cash Flow	173	5,755	1,639	2,222							
	End BY	3.79	4.03	4.12								
CD	Cash Flow	792	1,535	274	257	251						
	End BY	4.88	4.64	4.86	4.65							
Other	Cash Flow	107,662										
	End BY											
Total	Cash Flow	149,121	59,603	32,991	11,569	23,114						
	End BY	3.33	3.59	4.11	3.94							



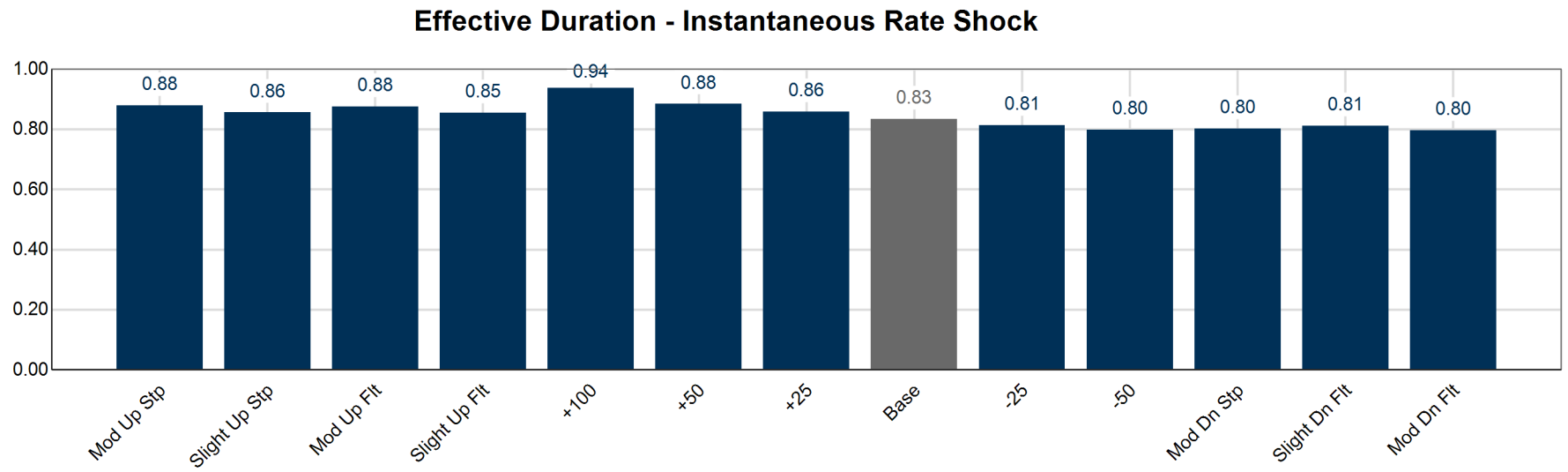
Gap Analysis - Potential Income Impact of Principal Reinvestment

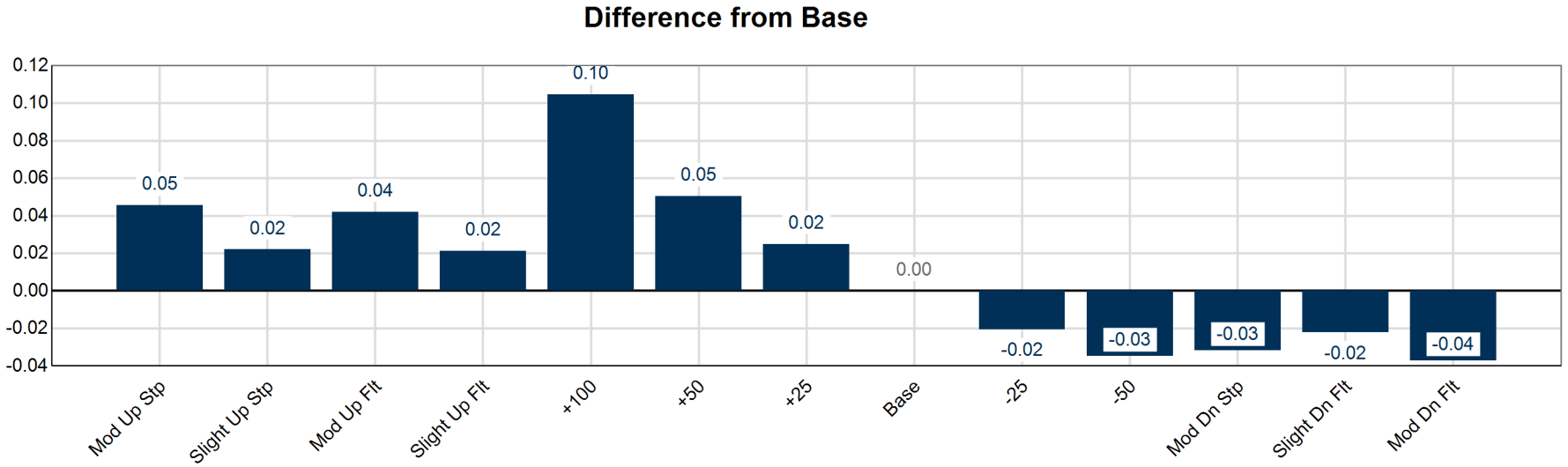
Principal Maturing(12 Mo.Horizon): $178,447
Current Book Yield of Principal Maturing: 1.49%
Est. Annual Income at Current Book Yield: $2,665



Assumed Reinvestment Yield	Estimated Annualized Income	Income Difference from Current Book	Resulting Book Yield
0.25	446	-2,219	1.25
0.50	892	-1,773	1.42
0.75	1,338	-1,327	1.58
1.00	1,784	-880	1.75
1.25	2,231	-434	1.92
1.50	2,677	12	2.08
1.75	3,123	458	2.25
2.00	3,569	904	2.42
2.25	4,015	1,350	2.59
2.50	4,461	1,796	2.75
2.75	4,907	2,242	2.92
3.00	5,353	2,688	3.09
3.25	5,800	3,135	3.26
3.50	6,246	3,581	3.42
3.75	6,692	4,027	3.59
4.00	7,138	4,473	3.76
4.25	7,584	4,919	3.93
4.50	8,030	5,365	4.09
4.75	8,476	5,811	4.26
5.00	8,922	6,257	4.43
5.25	9,368	6,704	4.59
5.50	9,815	7,150	4.76
5.75	10,261	7,596	4.93
6.00	10,707	8,042	5.10
6.25	11,153	8,488	5.26
6.50	11,599	8,934	5.43
6.75	12,045	9,380	5.60
7.00	12,491	9,826	5.77
7.25	12,937	10,272	5.93
7.50	13,384	10,719	6.10
7.75	13,830	11,165	6.27
8.00	14,276	11,611	6.43

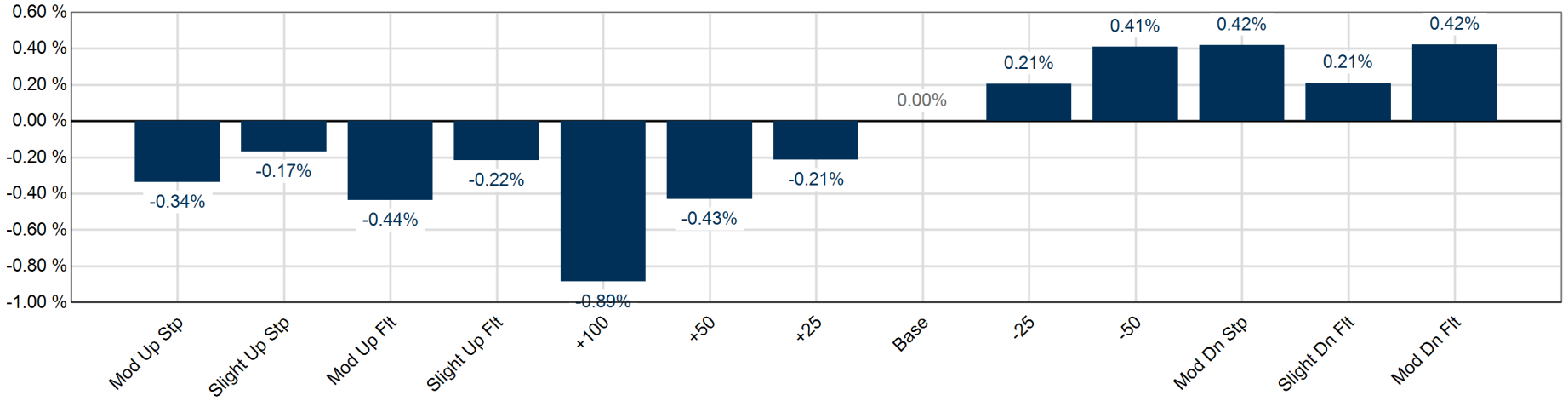
Effective Duration - Instantaneous Rate Shock



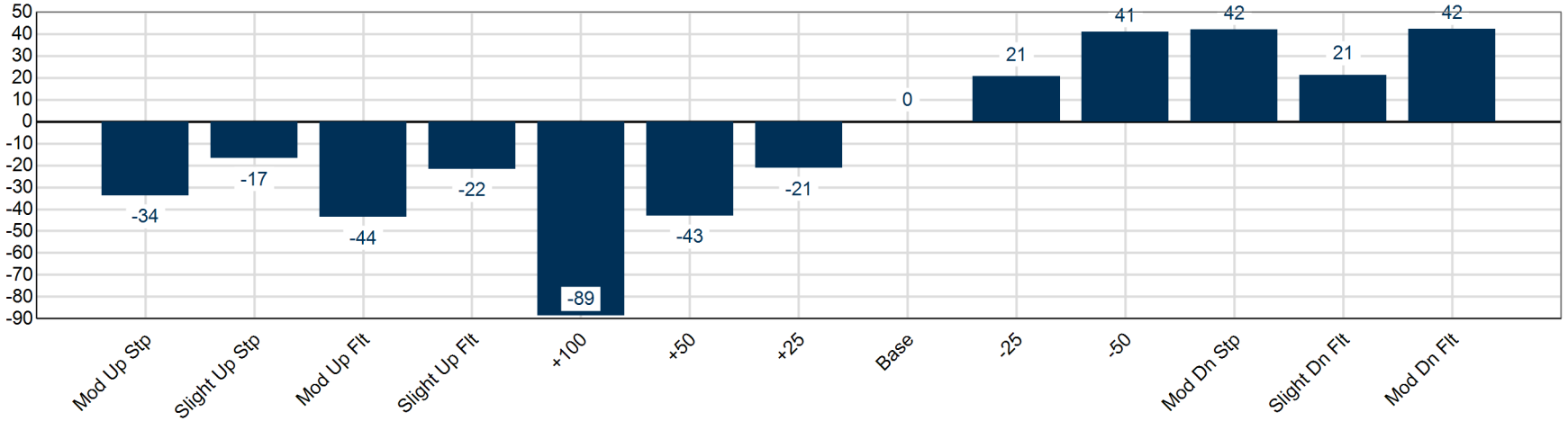


% Px Chng - Instantaneous Rate Shock

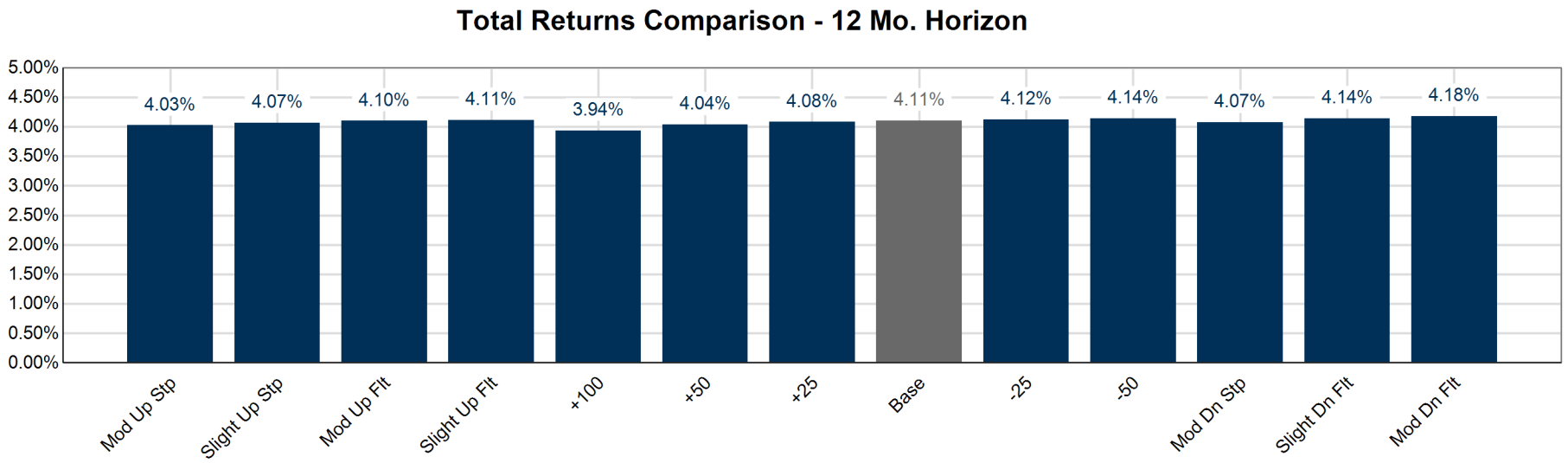
Percentage Price Change - Instantaneous Rate Shock

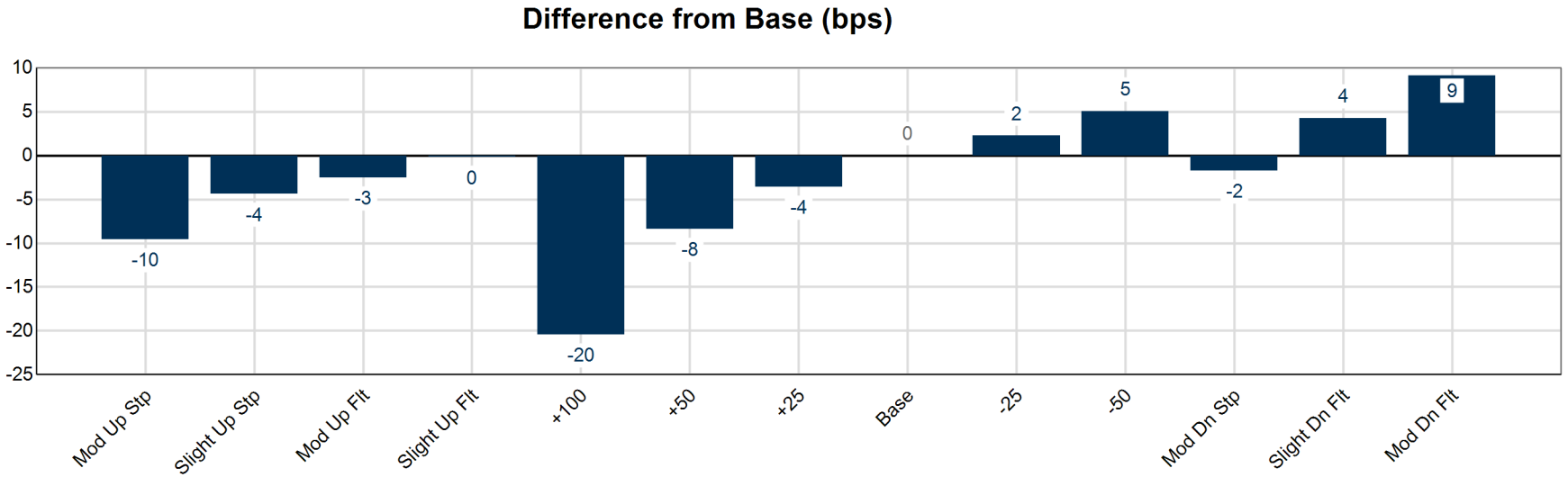


Difference from Base (bps)

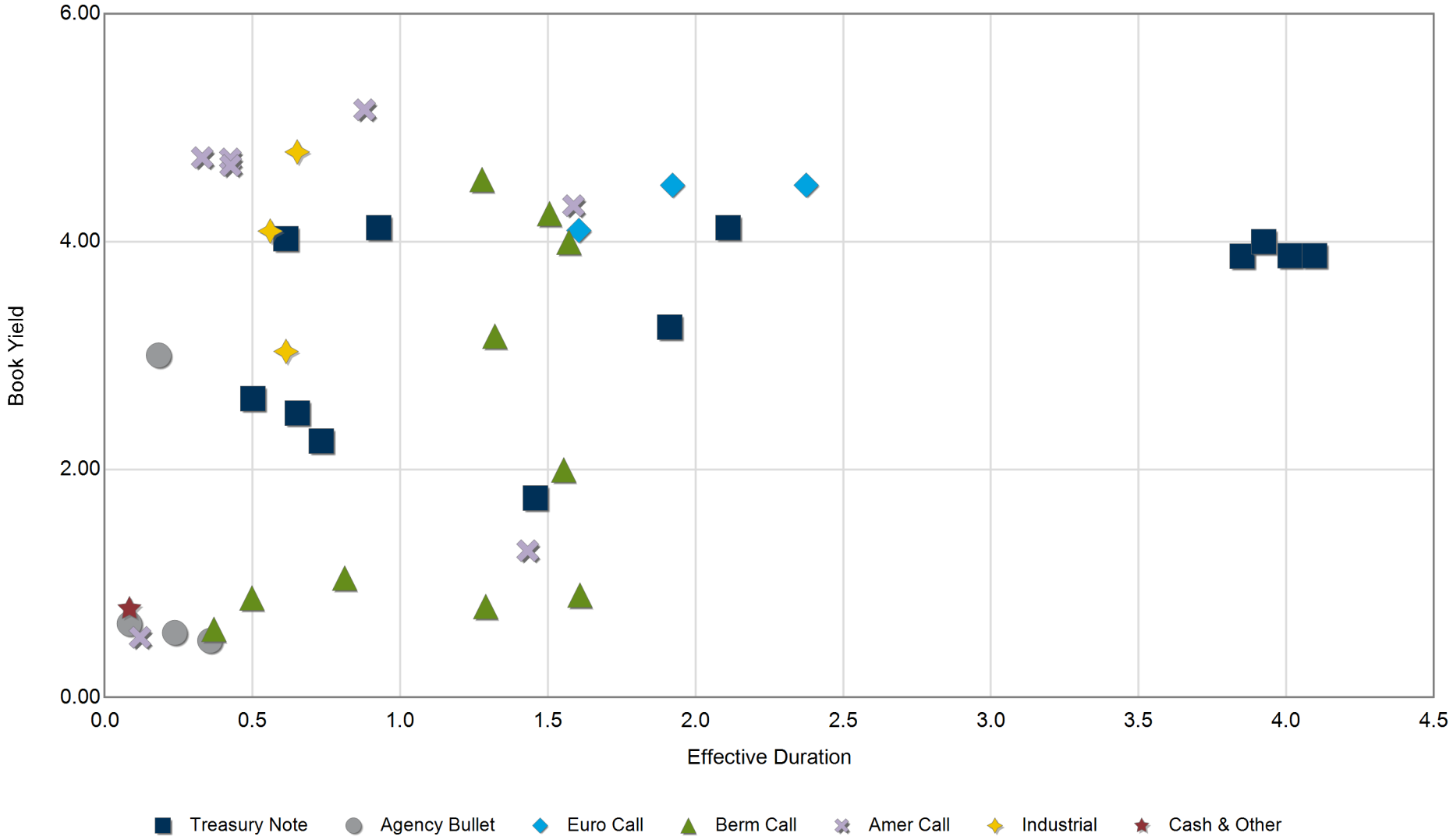


Total Returns - 12mo Horizon



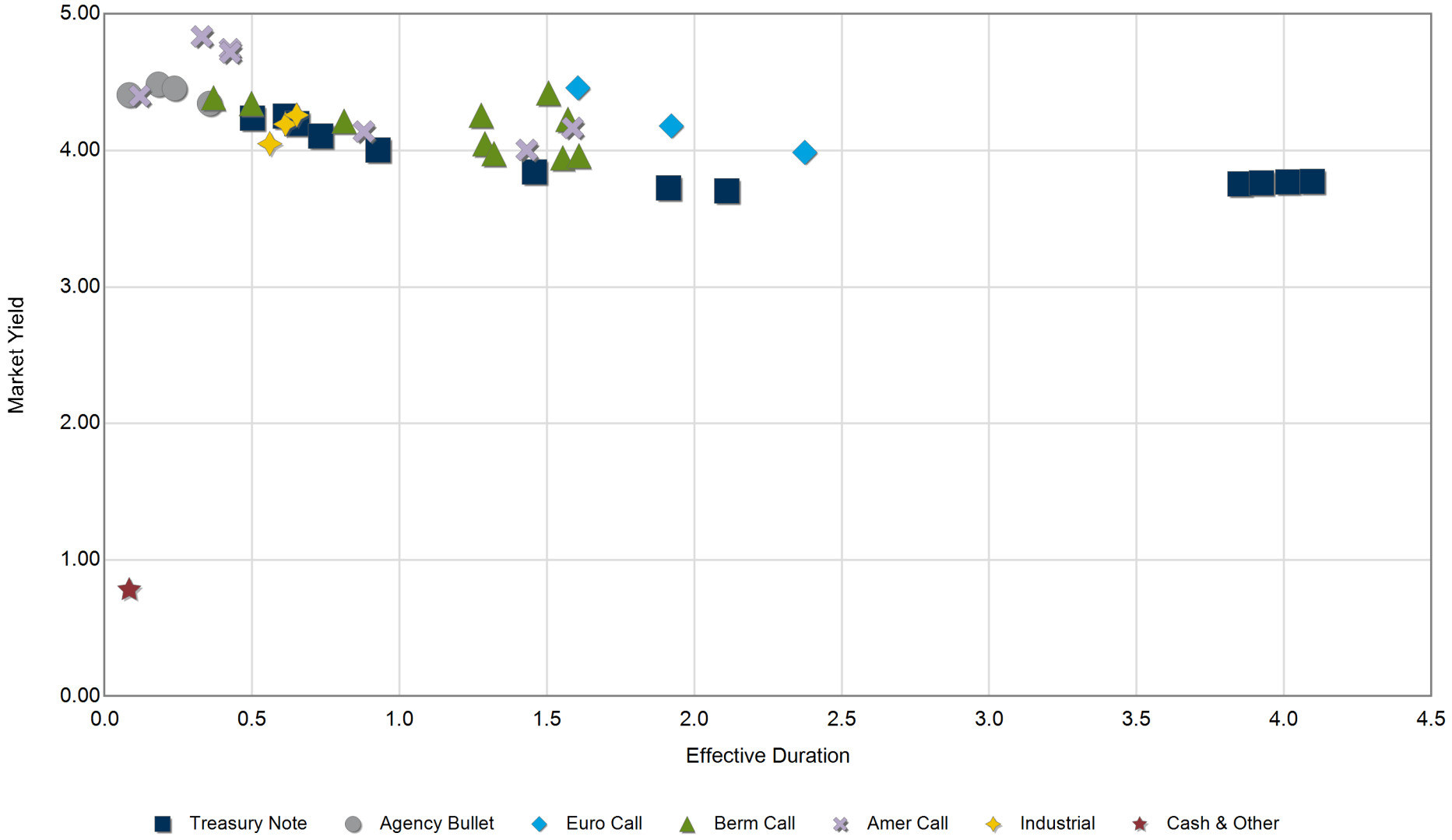


Book Yield / Duration



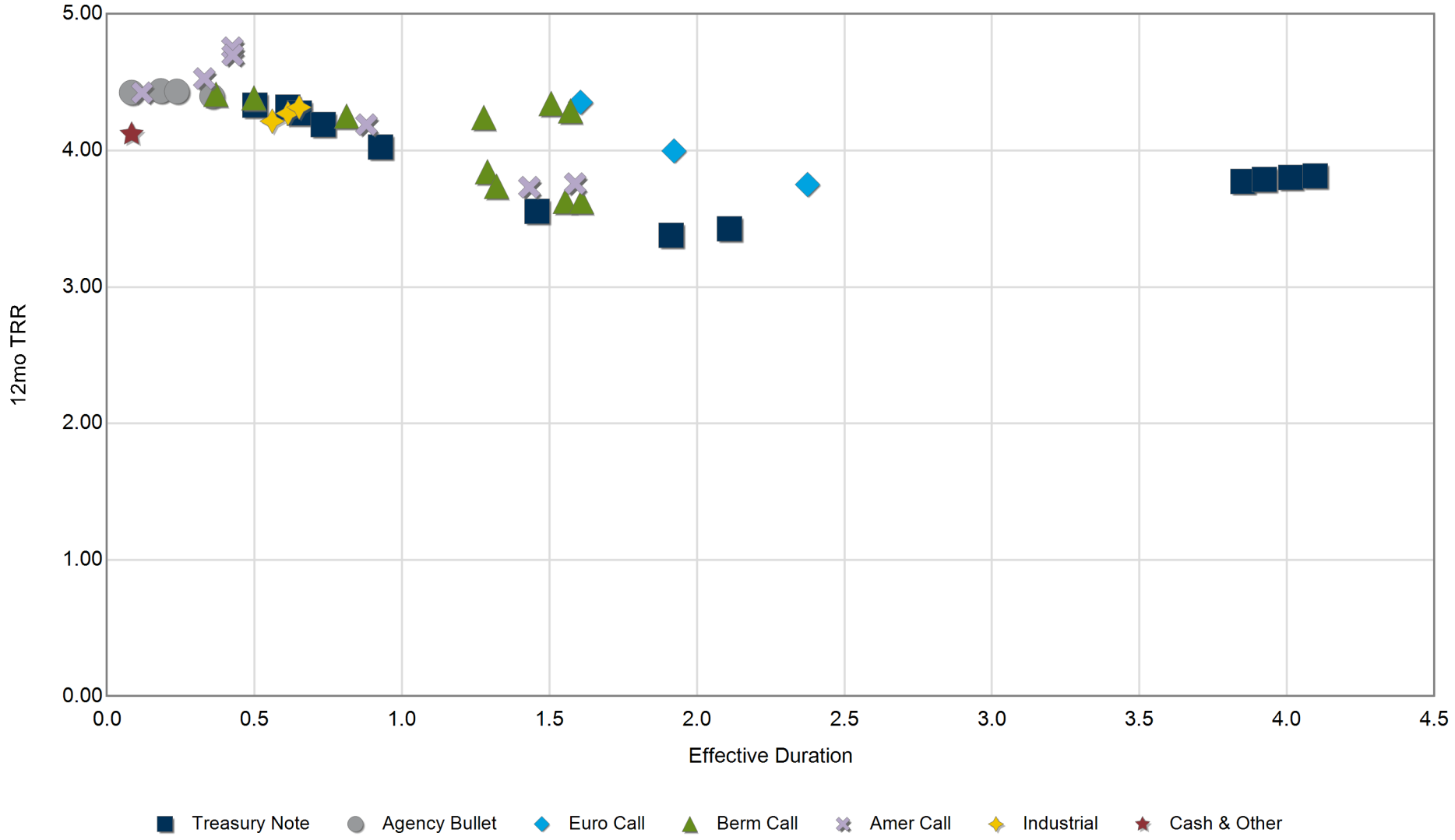
*Only securities >=$1mm shown

Market Yield / Duration



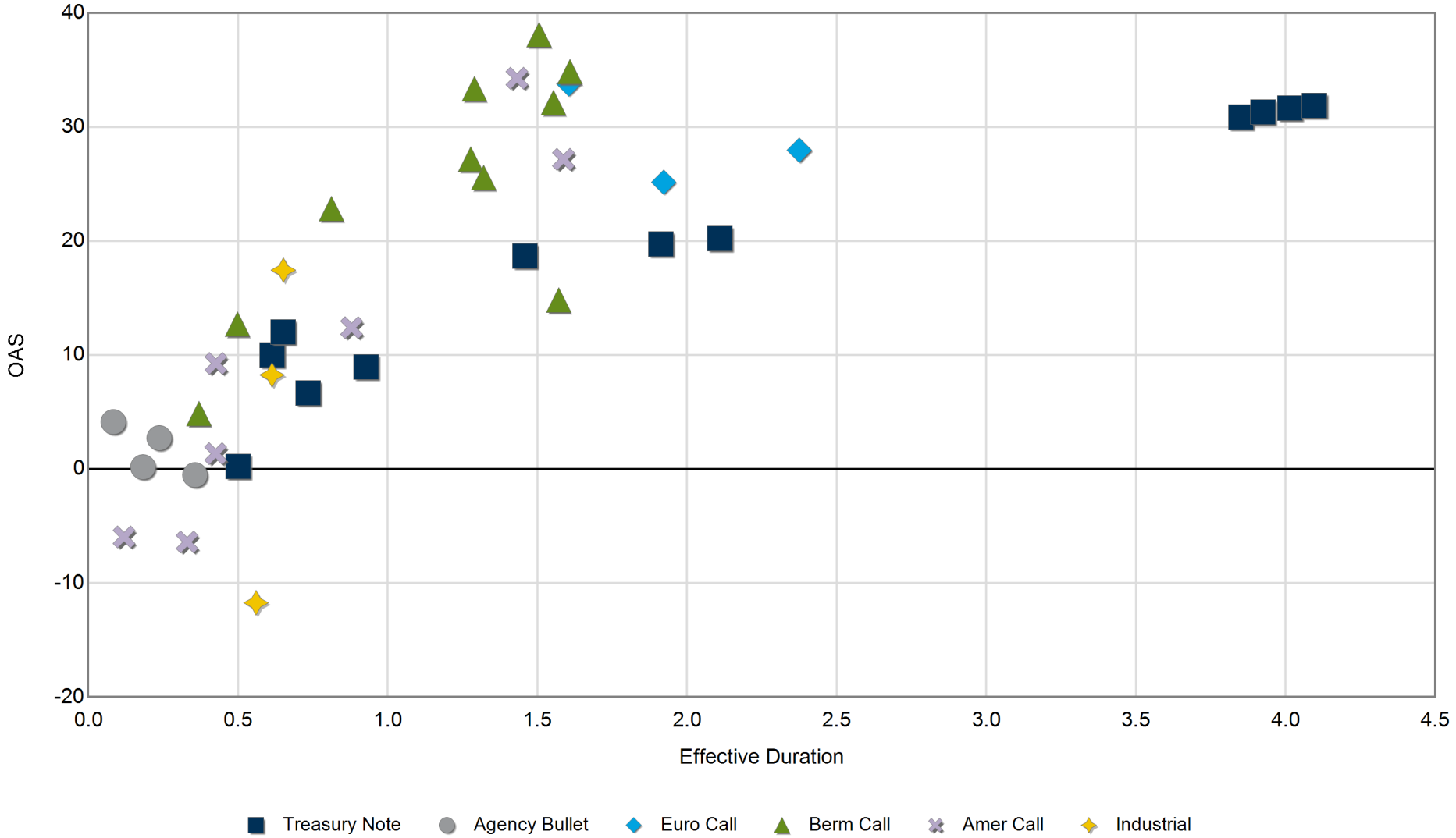
*Only securities >=$1mm shown

Total Return / Duration



*Only securities >=$1mm shown

OAS / Duration



*Only securities >=$1mm shown

Agency/Sovereign Option - Adjusted Analysis

Bond ID #	CUSIP	Security Description	Original Structure	Current Structure	Next Call Date	Proj. Redemp	Par Value	Book Price	Mkt Price	Est. G/L	at Book Price YTPC	at Book Price YTM	at Market Price YTPC	at Market Price YTM	OAS	Eff Dur	Eff Conv
1	3136G4ZP1	FNMA 0.65 07/30/25	5Yr Bullet	Bullet		07/30/25	3,500	100.00	99.69	-11	0.65	0.65	4.41	4.41	4.2	0.08	0.00
5	3133EL3P7	FFCB 0.53 08/12/25	5YrNC2Yr Amer	NC1mo Amer	07/17/25	08/12/25	1,810	100.00	99.55	-8	0.53	0.53	4.40	4.40	-5.9	0.12	0.00
6	3133EJYM5	FFCB 3.02 09/04/25	7Yr Bullet	0.25Yr Bullet		09/04/25	2,000	100.00	99.74	-5	3.01	3.01	4.49	4.49	0.2	0.18	0.00
7	3133EJYM5	FFCB 3.02 09/04/25	7Yr Bullet	0.25Yr Bullet		09/04/25	1,000	100.00	99.74	-3	3.01	3.01	4.49	4.49	0.2	0.18	0.00
9	3134GWUG9	FHLMC 0.57 09/24/25	5YrNC1Yr Berm	0.25Yr Bullet		09/24/25	10,000	100.00	99.11	-89	0.57	0.57	4.46	4.46	2.7	0.24	0.00
12	3133ETFB8	FFCB 4 3/4 04/30/29	4YrNC3mo Amer	3.75YrNC1mo Amer	07/30/25	09/29/25	5,000	100.00	99.98	-1	4.74	4.75	4.84	4.75	-6.4	0.33	-1.01
13	3135G06G3	FNMA 0 1/2 11/07/25	5Yr Bullet	0.25Yr Bullet		11/07/25	3,000	100.00	98.67	-40	0.50	0.50	4.34	4.34	-0.5	0.36	0.00
14	3134GXBM5	FHLMC 0.6 11/12/25	5YrNC1Yr Berm	0.25YrNC1mo Berm	08/12/25	11/12/25	1,150	100.00	98.64	-16	0.60	0.60	4.39	4.39	4.9	0.37	0.00
15	3133ETGK7	FFCB 4.73 05/14/29	4YrNC3mo Amer	3.75YrNC1mo Amer	08/14/25	04/13/28	5,000	100.00	99.97	-2	4.73	4.73	4.74	4.74	1.4	0.42	-1.05
16	3133EPLE3	FFCB 4.67 05/30/28	5YrNC2Yr Amer	3YrNC1mo Amer	07/17/25	01/29/27	2,815	100.00	99.93	-2	4.67	4.67	4.72	4.70	9.3	0.43	-0.86
17	3130AMRQ7	FHLB 0 7/8 12/30/25	4.5YrNC3mo Berm	0.5YrNC3mo Berm	09/30/25	12/30/25	3,000	100.00	98.30	-51	0.87	0.87	4.34	4.34	12.7	0.50	0.00
18	9128285T3	T 2 5/8 12/31/25	7Yr Bullet	0.5Yr Bullet		12/31/25	3,000	100.00	99.21	-24	2.62	2.62	4.24	4.24	0.2	0.50	0.01
19	9128285T3	T 2 5/8 12/31/25	7Yr Bullet	0.5Yr Bullet		12/31/25	5,000	100.00	99.21	-39	2.62	2.62	4.24	4.24	0.2	0.50	0.01
23	91282CGL9	T 4 02/15/26	3Yr Bullet	0.5Yr Bullet		02/15/26	5,000	100.00	99.86	-7	4.03	4.03	4.25	4.25	10.0	0.61	0.01
26	9128286F2	T 2 1/2 02/28/26	7Yr Bullet	0.75Yr Bullet		02/28/26	3,000	100.00	98.89	-33	2.50	2.50	4.20	4.20	12.0	0.65	0.01
27	9128286L9	T 2 1/4 03/31/26	7Yr Bullet	0.75Yr Bullet		03/31/26	3,200	100.00	98.64	-44	2.25	2.25	4.11	4.11	6.7	0.73	0.01
29	3130AN5C0	FHLB 1.05 04/29/26	4.75YrNC3mo Berm	0.75YrNC1mo Berm	07/29/25	04/29/26	4,000	100.00	97.44	-102	1.05	1.05	4.22	4.22	22.9	0.81	0.01
30	3133ERCX7	FFCB 5.17 05/01/28	4YrNC2Yr Amer	2.75YrNC10mo Amer	05/01/26	05/01/26	5,000	100.00	100.83	42	5.16	5.17	4.14	4.85	12.4	0.88	-0.12
35	91282CHH7	T 4 1/8 06/15/26	3Yr Bullet	1Yr Bullet		06/15/26	5,000	100.00	100.11	6	4.13	4.13	4.00	4.00	9.0	0.93	0.02
41	3130B4QA2	FHLB 4.55 07/21/28	3.5YrNC1.5Yr	3YrNC1Yr	07/21/26	07/21/26	3,000	100.00	100.30	9	4.55	4.55	4.26	4.44	27.2	1.28	-0.44
42	3134GW4C7	FHLMC 0.8 10/27/26	6YrNC3mo Berm	1.25YrNC1mo Berm	07/27/25	10/27/26	5,000	100.00	95.85	-208	0.80	0.80	4.05	4.05	33.4	1.29	0.03
43	3130ARHJ3	FHLB 3.175 04/19/27	5YrNC1mo	1.75YrNC1mo	07/19/25	04/19/27	5,000	100.00	98.61	-69	3.17	3.17	3.98	3.98	25.6	1.32	-0.48
44	3133ENJC5	FFCB 1.29 12/22/26	5YrNC2Yr Amer	1.5YrNC1mo Amer	07/17/25	12/22/26	5,000	100.00	96.14	-193	1.29	1.29	4.00	4.00	34.3	1.43	0.02
45	912828YX2	T 1 3/4 12/31/26	7Yr Bullet	1.5Yr Bullet		12/31/26	5,000	100.00	96.98	-151	1.75	1.75	3.84	3.84	18.7	1.46	0.04
46	3130B62E5	FHLB 4 1/4 10/30/28	3.5YrNC1Yr Berm	3.25YrNC10mo Berm	04/30/26	10/30/28	3,000	100.00	99.47	-16	4.25	4.25	4.42	4.42	38.1	1.51	-0.94
47	3130AQRH8	FHLB 2 02/25/27	5YrNC3mo Berm	1.75YrNC2mo Berm	08/25/25	02/25/27	5,000	100.00	96.91	-154	2.00	2.00	3.95	3.95	32.2	1.55	-0.02
48	3134HADY6	FHLMC 4 08/14/29	5YrNC6mo Berm	4YrNC1mo Berm	08/14/25	08/14/29	4,000	100.00	99.14	-34	4.00	4.00	4.23	4.23	14.8	1.57	-1.54
50	3133ERE23	FFCB 4.32 12/02/27	3YrNC2Yr Amer	2.5YrNC1.4Yr Amer	12/02/26	12/02/27	1,000	100.00	100.35	3	4.32	4.32	4.17	4.17	27.2	1.59	-0.31
51	3136GAGW3	FNMA 4.1 08/10/28	3.25YrNC1.3Yr 1x	3YrNC1.1Yr 1x	08/10/26	08/10/26	5,000	100.00	99.62	-19	4.10	4.10	4.46	4.23	33.8	1.60	-0.91
52	3130AL5A8	FHLB 0.9 02/26/27	6YrNC3mo Berm	1.75YrNC2mo Berm	08/26/25	02/26/27	5,000	100.00	95.14	-243	0.90	0.90	3.96	3.96	34.9	1.61	0.03
55	91282CEW7	T 3 1/4 06/30/27	5Yr Bullet	2Yr Bullet		06/30/27	5,000	100.00	99.09	-45	3.25	3.25	3.72	3.72	19.7	1.91	0.06
56	3130B3XP3	FHLB 4 1/2 12/04/29	5YrNC2Yr 1x	4.5YrNC1.4Yr 1x	12/04/26	12/04/26	1,000	100.00	100.44	4	4.50	4.50	4.18	4.39	25.2	1.92	-0.90
57	91282CFM8	T 4 1/8 09/30/27	5Yr Bullet	2.25Yr Bullet		09/30/27	2,500	100.00	100.90	23	4.13	4.13	3.70	3.70	20.3	2.11	0.07
59	3130B4RC7	FHLB 4 1/2 07/27/29	4.5YrNC2.5Yr 1x	4YrNC2.1Yr 1x	07/27/27	07/27/27	3,000	100.00	101.01	30	4.50	4.50	3.99	4.23	28.0	2.37	-0.31
65	91282CFL0	T 3 7/8 09/30/29	7Yr Bullet	4.25Yr Bullet		09/30/29	5,000	100.00	100.47	23	3.88	3.88	3.76	3.76	30.9	3.85	0.19
66	91282CFT3	T 4 10/31/29	7Yr Bullet	4.25Yr Bullet		10/31/29	5,000	100.00	100.95	47	4.00	4.00	3.76	3.76	31.4	3.92	0.20
67	91282CFY2	T 3 7/8 11/30/29	7Yr Bullet	4.5Yr Bullet		11/30/29	5,000	100.00	100.44	22	3.88	3.88	3.77	3.77	31.7	4.01	0.21
68	91282CGB1	T 3 7/8 12/31/29	7Yr Bullet	4.5Yr Bullet		12/31/29	3,000	100.00	100.43	13	3.88	3.88	3.77	3.77	31.9	4.10	0.22
							146,975	100.00	99.06	-1,387	2.87	2.87	4.17	4.19	17.3	1.35	-0.19

Corporate Bond Option - Adjusted Analysis

Bond ID #	CUSIP	Security Description	Ticker	Cpn	Maturity Date	Opt Call	Cpn Type	Industry Sector	Mdy	S&P	Par Value	Book Price	Mkt Price	Book Yield	Market Yield	WAL	OAS	Eff Dur	Eff Conv
20	742718FY0	PG 4.1 01/26/26	PG	4.10	01/26/26	N	Fixed	Industrial	Aa3	AA-	1,000	100.00	100.03	4.10	4.05	0.57	-11.7	0.56	0.01
21	780082AD5	RY 4.65 01/27/26	RY	4.65	01/27/26	N	Fixed	Finance	A3	A-	500	100.00	99.85	4.64	4.92	0.58	72.0	0.56	0.01
22	06406RAQ0	BK 0 3/4 01/28/26	BK	0.75	01/28/26	Y	Fixed	Finance	Aa3	A	500	100.00	97.89	0.75	4.48	0.58	30.1	0.57	0.01
24	30231GAT9	XOM 3.043 03/01/26	XOM	3.04	03/01/26	Y	Fixed	Industrial	Aa2	AA-	1,000	100.00	99.24	3.04	4.19	0.67	8.3	0.61	-0.07
25	194162AQ6	CL 4.8 03/02/26	CL	4.80	03/02/26	N	Fixed	Industrial	Aa3	A+	1,000	100.00	100.35	4.79	4.26	0.67	17.5	0.65	0.01
28	11271LAA0	BNCN 4 1/4 06/02/26	BNCN	4.25	06/02/26	Y	Fixed	Finance	A3	A-	500	100.00	99.74	4.25	4.54	0.92	47.2	0.75	-0.10
31	46625HRS1	JPM 3.2 06/15/26	JPM	3.20	06/15/26	Y	Fixed	Finance	A1	A	500	100.00	98.96	3.20	4.32	0.96	36.8	0.88	-0.03
39	61761J3R8	MS 3 1/8 07/27/26	MS	3.13	07/27/26	N	Fixed	Finance	A1	A-	500	100.00	98.64	3.12	4.43	1.08	57.7	1.03	0.02
49	808513BW4	SCHW 3.3 04/01/27	SCHW	3.30	04/01/27	Y	Fixed	Finance	A2	A-	500	100.00	98.66	3.30	4.10	1.75	46.2	1.58	-0.04
53	75973QAA5	RNR 3.45 07/01/27	RNR	3.45	07/01/27	Y	Fixed	Finance	A3	A-	500	100.00	98.54	3.45	4.22	2.00	63.4	1.79	-0.06
54	22550L2K6	UBS 5 07/09/27	UBS	5.00	07/09/27	N	Fixed	Finance	Aa2	A+	500	100.00	101.08	5.00	4.44	2.03	88.8	1.87	0.05
60	718172CE7	PM 3 1/8 03/02/28	PM	3.13	03/02/28	Y	Fixed	Industrial	A2	A-	500	100.00	97.35	3.12	4.18	2.67	68.1	2.44	0.02
61	797440CE2	SRE 4.95 08/15/28	SRE	4.95	08/15/28	Y	Fixed	Utility	A1	A	500	100.00	102.10	4.95	4.22	3.13	73.6	2.78	0.09
62	05565QDH8	BPLN 3.723 11/28/28	BPLN	3.72	11/28/28	Y	Fixed	Finance	A1	A-	500	100.00	98.29	3.72	4.27	3.41	77.8	3.08	0.09
63	06406RBN6	BK 4.543 02/01/29	BK	4.54	02/01/29	Y	Variable	Finance	Aa3	A	656	100.00	100.71	4.54	4.25	2.59	-1.8	3.16	0.02
				3.79							9,156	100.00	99.52	3.79	4.30	1.44	37.5	1.37	0.00

CD Option - Adjusted Analysis

Bond ID #	CUSIP	Security Description	Ticker	Cpn	Maturity Date	Opt Call	Cpn Type	Industry Sector	Par Value	Book Price	Mkt Price	Book Yield	Market Yield	WAL	OAS	Eff Dur	Eff Conv
8	229083AA8	EVANBT 5.35 06/18/29	EVANBT	5.35	06/18/29	Y	Fixed	NCD	245	100.00	100.09	5.45	4.74	0.13	22.7	0.19	-0.20
10	46656MVH1	JPM 5 11/30/27	JPM	5.00	11/30/27	Y	Fixed	NCD	240	100.00	100.05	5.12	4.78	0.17	14.5	0.27	-0.26
11	59541KCV7	MIDMIB 5.15 06/12/28	MIDMIB	5.15	06/12/28	Y	Fixed	NCD	245	100.00	100.10	5.28	4.78	0.20	25.5	0.28	-0.42
32	38150VUZ0	GS 5.05 06/11/26	GS	5.05	06/11/26	N	Fixed	NCD	245	100.00	100.71	5.05	4.28	0.95	34.8	0.91	0.02
33	34520LBC6	FORBBK 5.05 06/15/26	FORBBK	5.05	06/15/26	N	Fixed	NCD	245	100.00	100.72	5.05	4.28	0.96	35.3	0.92	0.02
34	05580A4Y7	BMW 4.65 06/15/26	BMW	4.65	06/15/26	N	Fixed	NCD	240	100.00	100.21	4.65	4.43	0.96	49.8	0.93	0.02
36	8562855V9	SBIIN 5.1 06/17/26	SBIIN	5.10	06/17/26	N	Fixed	NCD	245	100.00	100.77	5.10	4.28	0.96	35.5	0.93	0.02
37	06051XER9	BAC 5.05 06/22/26	BAC	5.05	06/22/26	N	Fixed	NCD	245	100.00	100.74	5.05	4.27	0.98	35.8	0.94	0.02
38	35634MAE1	FREBNJ 5.05 06/22/26	FREBNJ	5.05	06/22/26	N	Fixed	NCD	245	100.00	100.74	5.05	4.27	0.98	35.8	0.94	0.02
40	307811KA6	FMBKWI 5 06/14/28	FMBKWI	5.00	06/14/28	Y	Fixed	NCD	245	100.00	100.63	5.06	4.79	2.54	36.8	1.07	-0.38
58	09582YAV4	RICBVA 4.2 12/28/27	RICBVA	4.20	12/28/27	N	Fixed	NCD	240	100.00	100.20	4.20	4.12	2.49	62.7	2.35	0.08
64	89235MPP0	TOYFBN 4.65 06/13/29	TOYFBN	4.65	06/13/29	N	Fixed	NCD	245	100.00	101.99	4.65	4.10	3.95	65.3	3.58	0.17
				4.94					2,925	100.00	100.58	4.98	4.43	1.28	37.9	1.11	-0.07

Book Yield Table - Instantaneous Rate Shock

Bond ID #	CUSIP	Security Description	Original Structure	Par Value	Book Price	Projected Call Date - Instantaneous Rate Shock						Book Yield Table - Instantaneous Rate Shock					
						+100	+50	+25	Base	-25	-50	+100	+50	+25	Base	-25	-50
1	3136G4ZP1	FNMA 0.65 07/30/25	5Yr Bullet	3,500	100.00	7/30/25	7/30/25	7/30/25	7/30/25	7/30/25	7/30/25	0.65	0.65	0.65	0.65	0.65	0.65
2	PLMDLLA1F	STATE OF		57,005	100.00	7/30/25	7/30/25	7/30/25	7/30/25	7/30/25	7/30/25	0.78	0.78	0.78	0.78	0.78	0.78
3	PLMDLLA1F	STATE OF		36,500	100.00	7/30/25	7/30/25	7/30/25	7/30/25	7/30/25	7/30/25	0.78	0.78	0.78	0.78	0.78	0.78
4	PLMDLLA1F	STATE OF		14,087	100.00	7/30/25	7/30/25	7/30/25	7/30/25	7/30/25	7/30/25	0.78	0.78	0.78	0.78	0.78	0.78
5	3133EL3P7	FFCB 0.53 08/12/25	5YrNC2Yr Amer	1,810	100.00	8/12/25	8/12/25	8/12/25	8/12/25	8/12/25	8/12/25	0.53	0.53	0.53	0.53	0.53	0.53
6	3133EJYM5	FFCB 3.02 09/04/25	7Yr Bullet	2,000	100.00	9/4/25	9/4/25	9/4/25	9/4/25	9/4/25	9/4/25	3.01	3.01	3.01	3.01	3.01	3.01
7	3133EJYM5	FFCB 3.02 09/04/25	7Yr Bullet	1,000	100.00	9/4/25	9/4/25	9/4/25	9/4/25	9/4/25	9/4/25	3.01	3.01	3.01	3.01	3.01	3.01
8	229083AA8	EVANBT 5.35	5YrNC6mo	245	100.00	6/18/29	1/18/29	8/18/25	8/18/25	8/18/25	8/18/25	5.41	5.42	5.45	5.45	5.45	5.45
9	3134GWUG9	FHLMC 0.57 09/24/25	5YrNC1Yr Berm	10,000	100.00	9/24/25	9/24/25	9/24/25	9/24/25	9/24/25	9/24/25	0.57	0.57	0.57	0.57	0.57	0.57
10	46656MVH1	JPM 5 11/30/27	4YrNC1Yr Berm	240	100.00	11/30/27	11/30/27	11/30/25	8/31/25	8/31/25	8/31/25	5.00	5.00	5.02	5.12	5.12	5.12
11	59541KCV7	MIDMIB 5.15 06/12/28	4YrNC1Yr Berm	245	100.00	6/12/28	6/12/28	9/11/25	9/11/25	9/11/25	9/11/25	5.21	5.21	5.28	5.28	5.28	5.28
12	3133ETFB8	FFCB 4 3/4 04/30/29	4YrNC3mo Amer	5,000	100.00	4/30/29	4/30/29	4/29/29	9/29/25	9/29/25	9/29/25	4.75	4.75	4.75	4.74	4.74	4.74
13	3135G06G3	FNMA 0 1/2 11/07/25	5Yr Bullet	3,000	100.00	11/7/25	11/7/25	11/7/25	11/7/25	11/7/25	11/7/25	0.50	0.50	0.50	0.50	0.50	0.50
14	3134GXBM5	FHLMC 0.6 11/12/25	5YrNC1Yr Berm	1,150	100.00	11/12/25	11/12/25	11/12/25	11/12/25	11/12/25	11/12/25	0.60	0.60	0.60	0.60	0.60	0.60
15	3133ETGK7	FFCB 4.73 05/14/29	4YrNC3mo Amer	5,000	100.00	5/14/29	5/14/29	4/13/29	4/13/28	8/14/25	8/14/25	4.73	4.73	4.73	4.73	4.74	4.74
16	3133EPLE3	FFCB 4.67 05/30/28	5YrNC2Yr Amer	2,815	100.00	5/30/28	5/30/28	5/30/28	1/29/27	7/7/25	7/7/25	4.67	4.67	4.67	4.67	4.70	4.70
17	3130AMRQ7	FHLB 0 7/8 12/30/25	4.5YrNC3mo Berm	3,000	100.00	12/30/25	12/30/25	12/30/25	12/30/25	12/30/25	12/30/25	0.87	0.87	0.87	0.87	0.87	0.87
18	9128285T3	T 2 5/8 12/31/25	7Yr Bullet	3,000	100.00	12/31/25	12/31/25	12/31/25	12/31/25	12/31/25	12/31/25	2.62	2.62	2.62	2.62	2.62	2.62
19	9128285T3	T 2 5/8 12/31/25	7Yr Bullet	5,000	100.00	12/31/25	12/31/25	12/31/25	12/31/25	12/31/25	12/31/25	2.62	2.62	2.62	2.62	2.62	2.62
20	742718FY0	PG 4.1 01/26/26	3YrNC1mo	1,000	100.00	1/26/26	1/26/26	1/26/26	1/26/26	1/26/26	1/26/26	4.10	4.10	4.10	4.10	4.10	4.10
21	780082AD5	RY 4.65 01/27/26	10Yr Bullet	500	100.00	1/27/26	1/27/26	1/27/26	1/27/26	1/27/26	1/27/26	4.64	4.64	4.64	4.64	4.64	4.64
22	06406RAQ0	BK 0 3/4 01/28/26	5YrNC4.9Yr Amer	500	100.00	1/28/26	1/28/26	1/28/26	1/28/26	1/28/26	1/28/26	0.75	0.75	0.75	0.75	0.75	0.75
23	91282CGL9	T 4 02/15/26	3Yr Bullet	5,000	100.00	2/15/26	2/15/26	2/15/26	2/15/26	2/15/26	2/15/26	4.03	4.03	4.03	4.03	4.03	4.03
24	30231GAT9	XOM 3.043 03/01/26	10YrNC9.8Yr Amer	1,000	100.00	3/1/26	3/1/26	3/1/26	3/1/26	3/1/26	3/1/26	3.04	3.04	3.04	3.04	3.04	3.04
25	194162AQ6	CL 4.8 03/02/26	3YrNC1mo	1,000	100.00	3/2/26	3/2/26	3/2/26	3/2/26	3/2/26	3/2/26	4.79	4.79	4.79	4.79	4.79	4.79
26	9128286F2	T 2 1/2 02/28/26	7Yr Bullet	3,000	100.00	2/28/26	2/28/26	2/28/26	2/28/26	2/28/26	2/28/26	2.50	2.50	2.50	2.50	2.50	2.50
27	9128286L9	T 2 1/4 03/31/26	7Yr Bullet	3,200	100.00	3/31/26	3/31/26	3/31/26	3/31/26	3/31/26	3/31/26	2.25	2.25	2.25	2.25	2.25	2.25
28	11271LAA0	BNCN 4 1/4 06/02/26	10YrNC9.8Yr Amer	500	100.00	6/2/26	6/2/26	6/2/26	6/2/26	6/2/26	6/2/26	4.25	4.25	4.25	4.25	4.25	4.25
29	3130AN5C0	FHLB 1.05 04/29/26	4.75YrNC3mo Berm	4,000	100.00	4/29/26	4/29/26	4/29/26	4/29/26	4/29/26	4/29/26	1.05	1.05	1.05	1.05	1.05	1.05
30	3133ERCX7	FFCB 5.17 05/01/28	4YrNC2Yr Amer	5,000	100.00	5/1/28	4/1/28	5/1/26	5/1/26	5/1/26	5/1/26	5.17	5.17	5.16	5.16	5.16	5.16
31	46625HRS1	JPM 3.2 06/15/26	10YrNC9.8Yr Amer	500	100.00	6/15/26	6/15/26	6/15/26	6/15/26	6/15/26	6/15/26	3.20	3.20	3.20	3.20	3.20	3.20
32	38150VUZ0	GS 5.05 06/11/26	2Yr Bullet	245	100.00	6/11/26	6/11/26	6/11/26	6/11/26	6/11/26	6/11/26	5.05	5.05	5.05	5.05	5.05	5.05
33	34520LBC6	FORBBK 5.05	2Yr Bullet	245	100.00	6/15/26	6/15/26	6/15/26	6/15/26	6/15/26	6/15/26	5.05	5.05	5.05	5.05	5.05	5.05

Book Yield Table - Instantaneous Rate Shock

Bond ID #	CUSIP	Security Description	Original Structure	Par Value	Book Price	Projected Call Date - Instantaneous Rate Shock						Book Yield Table - Instantaneous Rate Shock					
						+100	+50	+25	Base	-25	-50	+100	+50	+25	Base	-25	-50
34	05580A4Y7	BMW 4.65 06/15/26	2.5Yr Bullet	240	100.00	6/15/26	6/15/26	6/15/26	6/15/26	6/15/26	6/15/26	4.65	4.65	4.65	4.65	4.65	4.65
35	91282CHH7	T 4 1/8 06/15/26	3Yr Bullet	5,000	100.00	6/15/26	6/15/26	6/15/26	6/15/26	6/15/26	6/15/26	4.13	4.13	4.13	4.13	4.13	4.13
36	8562855V9	SBIIN 5.1 06/17/26	2Yr Bullet	245	100.00	6/17/26	6/17/26	6/17/26	6/17/26	6/17/26	6/17/26	5.10	5.10	5.10	5.10	5.10	5.10
37	06051XER9	BAC 5.05 06/22/26	2Yr Bullet	245	100.00	6/22/26	6/22/26	6/22/26	6/22/26	6/22/26	6/22/26	5.05	5.05	5.05	5.05	5.05	5.05
38	35634MAE1	FREBNJ 5.05	2Yr Bullet	245	100.00	6/22/26	6/22/26	6/22/26	6/22/26	6/22/26	6/22/26	5.05	5.05	5.05	5.05	5.05	5.05
39	61761J3R8	MS 3 1/8 07/27/26	10YrNC6mo	500	100.00	7/27/26	7/27/26	7/27/26	7/27/26	7/27/26	7/27/26	3.12	3.12	3.12	3.12	3.12	3.12
40	307811KA6	FMBKWI 5 06/14/28	4YrNC2Yr	245	100.00	6/14/28	6/14/28	6/14/28	1/14/28	6/14/26	6/14/26	5.06	5.06	5.06	5.06	5.06	5.06
41	3130B4QA2	FHLB 4.55 07/21/28	3.5YrNC1.5Yr	3,000	100.00	7/21/28	7/21/28	7/21/26	7/21/26	7/21/26	7/21/26	4.55	4.55	4.55	4.55	4.55	4.55
42	3134GW4C7	FHLMC 0.8 10/27/26	6YrNC3mo Berm	5,000	100.00	10/27/26	10/27/26	10/27/26	10/27/26	10/27/26	10/27/26	0.80	0.80	0.80	0.80	0.80	0.80
43	3130ARHJ3	FHLB 3.175 04/19/27	5YrNC1mo	5,000	100.00	4/19/27	4/19/27	4/19/27	4/19/27	4/19/27	4/19/27	3.17	3.17	3.17	3.17	3.17	3.17
44	3133ENJC5	FFCB 1.29 12/22/26	5YrNC2Yr Amer	5,000	100.00	12/22/26	12/22/26	12/22/26	12/22/26	12/22/26	12/22/26	1.29	1.29	1.29	1.29	1.29	1.29
45	912828YX2	T 1 3/4 12/31/26	7Yr Bullet	5,000	100.00	12/31/26	12/31/26	12/31/26	12/31/26	12/31/26	12/31/26	1.75	1.75	1.75	1.75	1.75	1.75
46	3130B62E5	FHLB 4 1/4 10/30/28	3.5YrNC1Yr Berm	3,000	100.00	10/30/28	10/30/28	10/30/28	10/30/28	10/30/28	10/30/28	4.25	4.25	4.25	4.25	4.25	4.25
47	3130AQRH8	FHLB 2 02/25/27	5YrNC3mo Berm	5,000	100.00	2/25/27	2/25/27	2/25/27	2/25/27	2/25/27	2/25/27	2.00	2.00	2.00	2.00	2.00	2.00
48	3134HADY6	FHLMC 4 08/14/29	5YrNC6mo Berm	4,000	100.00	8/14/29	8/14/29	8/14/29	8/14/29	8/14/29	8/14/29	4.00	4.00	4.00	4.00	4.00	4.00
49	808513BW4	SCHW 3.3 04/01/27	5.5YrNC5.3Yr Amer	500	100.00	4/1/27	4/1/27	4/1/27	4/1/27	4/1/27	4/1/27	3.30	3.30	3.30	3.30	3.30	3.30
50	3133ERE23	FFCB 4.32 12/02/27	3YrNC2Yr Amer	1,000	100.00	12/2/27	12/2/27	12/2/27	12/2/27	12/2/27	12/2/27	4.32	4.32	4.32	4.32	4.32	4.32
51	3136GAGW3	FNMA 4.1 08/10/28	3.25YrNC1.3Yr 1x	5,000	100.00	8/10/28	8/10/28	8/10/28	8/10/26	8/10/26	8/10/26	4.10	4.10	4.10	4.10	4.10	4.10
52	3130AL5A8	FHLB 0.9 02/26/27	6YrNC3mo Berm	5,000	100.00	2/26/27	2/26/27	2/26/27	2/26/27	2/26/27	2/26/27	0.90	0.90	0.90	0.90	0.90	0.90
53	75973QAA5	RNR 3.45 07/01/27	10YrNC9.8Yr Amer	500	100.00	7/1/27	7/1/27	7/1/27	7/1/27	7/1/27	7/1/27	3.45	3.45	3.45	3.45	3.45	3.45
54	22550L2K6	UBS 5 07/09/27	5Yr Bullet	500	100.00	7/9/27	7/9/27	7/9/27	7/9/27	7/9/27	7/9/27	5.00	5.00	5.00	5.00	5.00	5.00
55	91282CEW7	T 3 1/4 06/30/27	5Yr Bullet	5,000	100.00	6/30/27	6/30/27	6/30/27	6/30/27	6/30/27	6/30/27	3.25	3.25	3.25	3.25	3.25	3.25
56	3130B3XP3	FHLB 4 1/2 12/04/29	5YrNC2Yr 1x	1,000	100.00	12/4/29	12/4/26	12/4/26	12/4/26	12/4/26	12/4/26	4.50	4.50	4.50	4.50	4.50	4.50
57	91282CFM8	T 4 1/8 09/30/27	5Yr Bullet	2,500	100.00	9/30/27	9/30/27	9/30/27	9/30/27	9/30/27	9/30/27	4.13	4.13	4.13	4.13	4.13	4.13
58	09582YAV4	RICBVA 4.2 12/28/27	4Yr Bullet	240	100.00	12/28/27	12/28/27	12/28/27	12/28/27	12/28/27	12/28/27	4.20	4.20	4.20	4.20	4.20	4.20
59	3130B4RC7	FHLB 4 1/2 07/27/29	4.5YrNC2.5Yr 1x	3,000	100.00	7/27/29	7/27/27	7/27/27	7/27/27	7/27/27	7/27/27	4.50	4.50	4.50	4.50	4.50	4.50
60	718172CE7	PM 3 1/8 03/02/28	10.25YrNC10.1Yr	500	100.00	3/2/28	3/2/28	3/2/28	3/2/28	3/2/28	3/2/28	3.12	3.12	3.12	3.12	3.12	3.12
61	797440CE2	SRE 4.95 08/15/28	5YrNC4.9Yr Amer	500	100.00	8/15/28	8/15/28	8/15/28	8/15/28	8/15/28	7/15/28	4.95	4.95	4.95	4.95	4.95	4.95
62	05565QDH8	BPLN 3.723 11/28/28	12YrNC11.8Yr Amer	500	100.00	11/28/28	11/28/28	11/28/28	11/28/28	11/28/28	11/28/28	3.72	3.72	3.72	3.72	3.72	3.72
63	06406RBN6	BK 4.543 02/01/29	6YrNC5Yr 1x	656	100.00	1/1/29	2/1/28	2/1/28	2/1/28	2/1/28	2/1/28	4.81	4.54	4.54	4.54	4.54	4.54
64	89235MPP0	TOYFBN 4.65	5Yr Bullet	245	100.00	6/13/29	6/13/29	6/13/29	6/13/29	6/13/29	6/13/29	4.65	4.65	4.65	4.65	4.65	4.65
65	91282CFL0	T 3 7/8 09/30/29	7Yr Bullet	5,000	100.00	9/30/29	9/30/29	9/30/29	9/30/29	9/30/29	9/30/29	3.88	3.88	3.88	3.88	3.88	3.88
66	91282CFT3	T 4 10/31/29	7Yr Bullet	5,000	100.00	10/31/29	10/31/29	10/31/29	10/31/29	10/31/29	10/31/29	4.00	4.00	4.00	4.00	4.00	4.00

Book Yield Table - Instantaneous Rate Shock

Bond ID #	CUSIP	Security Description	Original Structure	Par Value	Book Price	Projected Call Date - Instantaneous Rate Shock						Book Yield Table - Instantaneous Rate Shock					
						+100	+50	+25	Base	-25	-50	+100	+50	+25	Base	-25	-50
67	91282CFY2	T 3 7/8 11/30/29	7Yr Bullet	5,000	100.00	11/30/29	11/30/29	11/30/29	11/30/29	11/30/29	11/30/29	3.88	3.88	3.88	3.88	3.88	3.88
68	91282CGB1	T 3 7/8 12/31/29	7Yr Bullet	3,000	100.00	12/31/29	12/31/29	12/31/29	12/31/29	12/31/29	12/31/29	3.88	3.88	3.88	3.88	3.88	3.88
				266,648	100.00							2.08	2.08	2.08	2.09	2.09	2.09

Market Yield Table - Instantaneous Rate Shock

Bond ID #	CUSIP	Security Description	Original Structure	Par Value	Mkt Price	Projected Call Date - Instantaneous Rate Shock						Market Yield Table - Instantaneous Rate Shock					
						+100	+50	+25	Base	-25	-50	+100	+50	+25	Base	-25	-50
1	3136G4ZP1	FNMA 0.65 07/30/25	5Yr Bullet	3,500	99.69	7/30/25	7/30/25	7/30/25	7/30/25	7/30/25	7/30/25	4.41	4.41	4.41	4.41	4.41	4.41
2	PLMDLLA1F	STATE OF		57,005	100.00	7/30/25	7/30/25	7/30/25	7/30/25	7/30/25	7/30/25	0.78	0.78	0.78	0.78	0.78	0.78
3	PLMDLLA1F	STATE OF		36,500	100.00	7/30/25	7/30/25	7/30/25	7/30/25	7/30/25	7/30/25	0.78	0.78	0.78	0.78	0.78	0.78
4	PLMDLLA1F	STATE OF		14,087	100.00	7/30/25	7/30/25	7/30/25	7/30/25	7/30/25	7/30/25	0.78	0.78	0.78	0.78	0.78	0.78
5	3133EL3P7	FFCB 0.53 08/12/25	5YrNC2Yr Amer	1,810	99.55	8/12/25	8/12/25	8/12/25	8/12/25	8/12/25	8/12/25	4.40	4.40	4.40	4.40	4.40	4.40
6	3133EJYM5	FFCB 3.02 09/04/25	7Yr Bullet	2,000	99.74	9/4/25	9/4/25	9/4/25	9/4/25	9/4/25	9/4/25	4.49	4.49	4.49	4.49	4.49	4.49
7	3133EJYM5	FFCB 3.02 09/04/25	7Yr Bullet	1,000	99.74	9/4/25	9/4/25	9/4/25	9/4/25	9/4/25	9/4/25	4.49	4.49	4.49	4.49	4.49	4.49
8	229083AA8	EVANBT 5.35	5YrNC6mo	245	100.09	6/18/29	1/18/29	8/18/25	8/18/25	8/18/25	8/18/25	5.39	5.39	4.74	4.74	4.74	4.74
9	3134GWUG9	FHLMC 0.57 09/24/25	5YrNC1Yr Berm	10,000	99.11	9/24/25	9/24/25	9/24/25	9/24/25	9/24/25	9/24/25	4.46	4.46	4.46	4.46	4.46	4.46
10	46656MVH1	JPM 5 11/30/27	4YrNC1Yr Berm	240	100.05	11/30/27	11/30/27	11/30/25	8/31/25	8/31/25	8/31/25	4.98	4.98	4.89	4.78	4.78	4.78
11	59541KCV7	MIDMIB 5.15 06/12/28	4YrNC1Yr Berm	245	100.10	6/12/28	6/12/28	9/11/25	9/11/25	9/11/25	9/11/25	5.18	5.18	4.78	4.78	4.78	4.78
12	3133ETFB8	FFCB 4 3/4 04/30/29	4YrNC3mo Amer	5,000	99.98	4/30/29	4/30/29	4/29/29	9/29/25	9/29/25	9/29/25	4.75	4.75	4.75	4.84	4.84	4.84
13	3135G06G3	FNMA 0 1/2 11/07/25	5Yr Bullet	3,000	98.67	11/7/25	11/7/25	11/7/25	11/7/25	11/7/25	11/7/25	4.34	4.34	4.34	4.34	4.34	4.34
14	3134GXBM5	FHLMC 0.6 11/12/25	5YrNC1Yr Berm	1,150	98.64	11/12/25	11/12/25	11/12/25	11/12/25	11/12/25	11/12/25	4.39	4.39	4.39	4.39	4.39	4.39
15	3133ETGK7	FFCB 4.73 05/14/29	4YrNC3mo Amer	5,000	99.97	5/14/29	5/14/29	4/13/29	4/13/28	8/14/25	8/14/25	4.74	4.74	4.74	4.74	5.03	5.03
16	3133EPLE3	FFCB 4.67 05/30/28	5YrNC2Yr Amer	2,815	99.93	5/30/28	5/30/28	5/30/28	1/29/27	7/7/25	7/7/25	4.70	4.70	4.70	4.72	8.48	8.48
17	3130AMRQ7	FHLB 0 7/8 12/30/25	4.5YrNC3mo Berm	3,000	98.30	12/30/25	12/30/25	12/30/25	12/30/25	12/30/25	12/30/25	4.34	4.34	4.34	4.34	4.34	4.34
18	9128285T3	T 2 5/8 12/31/25	7Yr Bullet	3,000	99.21	12/31/25	12/31/25	12/31/25	12/31/25	12/31/25	12/31/25	4.24	4.24	4.24	4.24	4.24	4.24
19	9128285T3	T 2 5/8 12/31/25	7Yr Bullet	5,000	99.21	12/31/25	12/31/25	12/31/25	12/31/25	12/31/25	12/31/25	4.24	4.24	4.24	4.24	4.24	4.24
20	742718FY0	PG 4.1 01/26/26	3YrNC1mo	1,000	100.03	1/26/26	1/26/26	1/26/26	1/26/26	1/26/26	1/26/26	4.05	4.05	4.05	4.05	4.05	4.05
21	780082AD5	RY 4.65 01/27/26	10Yr Bullet	500	99.85	1/27/26	1/27/26	1/27/26	1/27/26	1/27/26	1/27/26	4.92	4.92	4.92	4.92	4.92	4.92
22	06406RAQ0	BK 0 3/4 01/28/26	5YrNC4.9Yr Amer	500	97.89	1/28/26	1/28/26	1/28/26	1/28/26	1/28/26	1/28/26	4.48	4.48	4.48	4.48	4.48	4.48
23	91282CGL9	T 4 02/15/26	3Yr Bullet	5,000	99.86	2/15/26	2/15/26	2/15/26	2/15/26	2/15/26	2/15/26	4.25	4.25	4.25	4.25	4.25	4.25
24	30231GAT9	XOM 3.043 03/01/26	10YrNC9.8Yr Amer	1,000	99.24	3/1/26	3/1/26	3/1/26	3/1/26	3/1/26	3/1/26	4.19	4.19	4.19	4.19	4.19	4.19
25	194162AQ6	CL 4.8 03/02/26	3YrNC1mo	1,000	100.35	3/2/26	3/2/26	3/2/26	3/2/26	3/2/26	3/2/26	4.26	4.26	4.26	4.26	4.26	4.26
26	9128286F2	T 2 1/2 02/28/26	7Yr Bullet	3,000	98.89	2/28/26	2/28/26	2/28/26	2/28/26	2/28/26	2/28/26	4.20	4.20	4.20	4.20	4.20	4.20
27	9128286L9	T 2 1/4 03/31/26	7Yr Bullet	3,200	98.64	3/31/26	3/31/26	3/31/26	3/31/26	3/31/26	3/31/26	4.11	4.11	4.11	4.11	4.11	4.11
28	11271LAA0	BNCN 4 1/4 06/02/26	10YrNC9.8Yr Amer	500	99.74	6/2/26	6/2/26	6/2/26	6/2/26	6/2/26	6/2/26	4.54	4.54	4.54	4.54	4.54	4.54
29	3130AN5C0	FHLB 1.05 04/29/26	4.75YrNC3mo Berm	4,000	97.44	4/29/26	4/29/26	4/29/26	4/29/26	4/29/26	4/29/26	4.22	4.22	4.22	4.22	4.22	4.22
30	3133ERCX7	FFCB 5.17 05/01/28	4YrNC2Yr Amer	5,000	100.83	5/1/28	4/1/28	5/1/26	5/1/26	5/1/26	5/1/26	4.85	4.84	4.14	4.14	4.14	4.14
31	46625HRS1	JPM 3.2 06/15/26	10YrNC9.8Yr Amer	500	98.96	6/15/26	6/15/26	6/15/26	6/15/26	6/15/26	6/15/26	4.32	4.32	4.32	4.32	4.32	4.32
32	38150VUZ0	GS 5.05 06/11/26	2Yr Bullet	245	100.71	6/11/26	6/11/26	6/11/26	6/11/26	6/11/26	6/11/26	4.28	4.28	4.28	4.28	4.28	4.28
33	34520LBC6	FORBBK 5.05	2Yr Bullet	245	100.72	6/15/26	6/15/26	6/15/26	6/15/26	6/15/26	6/15/26	4.28	4.28	4.28	4.28	4.28	4.28

Market Yield Table - Instantaneous Rate Shock

						Projected Call Date - Instantaneous Rate Shock						Market Yield Table - Instantaneous Rate Shock					
Bond ID #	CUSIP	Security Description	Original Structure	Par Value	Mkt Price	+100	+50	+25	Base	-25	-50	+100	+50	+25	Base	-25	-50
34	05580A4Y7	BMW 4.65 06/15/26	2.5Yr Bullet	240	100.21	6/15/26	6/15/26	6/15/26	6/15/26	6/15/26	6/15/26	4.43	4.43	4.43	4.43	4.43	4.43
35	91282CHH7	T 4 1/8 06/15/26	3Yr Bullet	5,000	100.11	6/15/26	6/15/26	6/15/26	6/15/26	6/15/26	6/15/26	4.00	4.00	4.00	4.00	4.00	4.00
36	8562855V9	SBIIN 5.1 06/17/26	2Yr Bullet	245	100.77	6/17/26	6/17/26	6/17/26	6/17/26	6/17/26	6/17/26	4.28	4.28	4.28	4.28	4.28	4.28
37	06051XER9	BAC 5.05 06/22/26	2Yr Bullet	245	100.74	6/22/26	6/22/26	6/22/26	6/22/26	6/22/26	6/22/26	4.27	4.27	4.27	4.27	4.27	4.27
38	35634MAE1	FREBNJ 5.05	2Yr Bullet	245	100.74	6/22/26	6/22/26	6/22/26	6/22/26	6/22/26	6/22/26	4.27	4.27	4.27	4.27	4.27	4.27
39	61761J3R8	MS 3 1/8 07/27/26	10YrNC6mo	500	98.64	7/27/26	7/27/26	7/27/26	7/27/26	7/27/26	7/27/26	4.43	4.43	4.43	4.43	4.43	4.43
40	307811KA6	FMBKWI 5 06/14/28	4YrNC2Yr	245	100.63	6/14/28	6/14/28	6/14/28	1/14/28	6/14/26	6/14/26	4.82	4.82	4.82	4.79	4.37	4.37
41	3130B4QA2	FHLB 4.55 07/21/28	3.5YrNC1.5Yr	3,000	100.30	7/21/28	7/21/28	7/21/26	7/21/26	7/21/26	7/21/26	4.44	4.44	4.26	4.26	4.26	4.26
42	3134GW4C7	FHLMC 0.8 10/27/26	6YrNC3mo Berm	5,000	95.85	10/27/26	10/27/26	10/27/26	10/27/26	10/27/26	10/27/26	4.05	4.05	4.05	4.05	4.05	4.05
43	3130ARHJ3	FHLB 3.175 04/19/27	5YrNC1mo	5,000	98.61	4/19/27	4/19/27	4/19/27	4/19/27	4/19/27	4/19/27	3.98	3.98	3.98	3.98	3.98	3.98
44	3133ENJC5	FFCB 1.29 12/22/26	5YrNC2Yr Amer	5,000	96.14	12/22/26	12/22/26	12/22/26	12/22/26	12/22/26	12/22/26	4.00	4.00	4.00	4.00	4.00	4.00
45	912828YX2	T 1 3/4 12/31/26	7Yr Bullet	5,000	96.98	12/31/26	12/31/26	12/31/26	12/31/26	12/31/26	12/31/26	3.84	3.84	3.84	3.84	3.84	3.84
46	3130B62E5	FHLB 4 1/4 10/30/28	3.5YrNC1Yr Berm	3,000	99.47	10/30/28	10/30/28	10/30/28	10/30/28	10/30/28	10/30/28	4.42	4.42	4.42	4.42	4.42	4.42
47	3130AQRH8	FHLB 2 02/25/27	5YrNC3mo Berm	5,000	96.91	2/25/27	2/25/27	2/25/27	2/25/27	2/25/27	2/25/27	3.95	3.95	3.95	3.95	3.95	3.95
48	3134HADY6	FHLMC 4 08/14/29	5YrNC6mo Berm	4,000	99.14	8/14/29	8/14/29	8/14/29	8/14/29	8/14/29	8/14/29	4.23	4.23	4.23	4.23	4.23	4.23
49	808513BW4	SCHW 3.3 04/01/27	5.5YrNC5.3Yr Amer	500	98.66	4/1/27	4/1/27	4/1/27	4/1/27	4/1/27	4/1/27	4.10	4.10	4.10	4.10	4.10	4.10
50	3133ERE23	FFCB 4.32 12/02/27	3YrNC2Yr Amer	1,000	100.35	12/2/27	12/2/27	12/2/27	12/2/27	12/2/27	12/2/27	4.17	4.17	4.17	4.17	4.17	4.17
51	3136GAGW3	FNMA 4.1 08/10/28	3.25YrNC1.3Yr 1x	5,000	99.62	8/10/28	8/10/28	8/10/28	8/10/26	8/10/26	8/10/26	4.23	4.23	4.23	4.46	4.46	4.46
52	3130AL5A8	FHLB 0.9 02/26/27	6YrNC3mo Berm	5,000	95.14	2/26/27	2/26/27	2/26/27	2/26/27	2/26/27	2/26/27	3.96	3.96	3.96	3.96	3.96	3.96
53	75973QAA5	RNR 3.45 07/01/27	10YrNC9.8Yr Amer	500	98.54	7/1/27	7/1/27	7/1/27	7/1/27	7/1/27	7/1/27	4.22	4.22	4.22	4.22	4.22	4.22
54	22550L2K6	UBS 5 07/09/27	5Yr Bullet	500	101.08	7/9/27	7/9/27	7/9/27	7/9/27	7/9/27	7/9/27	4.44	4.44	4.44	4.44	4.44	4.44
55	91282CEW7	T 3 1/4 06/30/27	5Yr Bullet	5,000	99.09	6/30/27	6/30/27	6/30/27	6/30/27	6/30/27	6/30/27	3.72	3.72	3.72	3.72	3.72	3.72
56	3130B3XP3	FHLB 4 1/2 12/04/29	5YrNC2Yr 1x	1,000	100.44	12/4/29	12/4/26	12/4/26	12/4/26	12/4/26	12/4/26	4.39	4.18	4.18	4.18	4.18	4.18
57	91282CFM8	T 4 1/8 09/30/27	5Yr Bullet	2,500	100.90	9/30/27	9/30/27	9/30/27	9/30/27	9/30/27	9/30/27	3.70	3.70	3.70	3.70	3.70	3.70
58	09582YAV4	RICBVA 4.2 12/28/27	4Yr Bullet	240	100.20	12/28/27	12/28/27	12/28/27	12/28/27	12/28/27	12/28/27	4.12	4.12	4.12	4.12	4.12	4.12
59	3130B4RC7	FHLB 4 1/2 07/27/29	4.5YrNC2.5Yr 1x	3,000	101.01	7/27/29	7/27/27	7/27/27	7/27/27	7/27/27	7/27/27	4.23	3.99	3.99	3.99	3.99	3.99
60	718172CE7	PM 3 1/8 03/02/28	10.25YrNC10.1Yr	500	97.35	3/2/28	3/2/28	3/2/28	3/2/28	3/2/28	3/2/28	4.18	4.18	4.18	4.18	4.18	4.18
61	797440CE2	SRE 4.95 08/15/28	5YrNC4.9Yr Amer	500	102.10	8/15/28	8/15/28	8/15/28	8/15/28	8/15/28	7/15/28	4.22	4.22	4.22	4.22	4.22	4.21
62	05565QDH8	BPLN 3.723 11/28/28	12YrNC11.8Yr Amer	500	98.29	11/28/28	11/28/28	11/28/28	11/28/28	11/28/28	11/28/28	4.27	4.27	4.27	4.27	4.27	4.27
63	06406RBN6	BK 4.543 02/01/29	6YrNC5Yr 1x	656	100.71	1/1/29	2/1/28	2/1/28	2/1/28	2/1/28	2/1/28	4.59	4.25	4.25	4.25	4.25	4.25
64	89235MPP0	TOYFBN 4.65	5Yr Bullet	245	101.99	6/13/29	6/13/29	6/13/29	6/13/29	6/13/29	6/13/29	4.10	4.10	4.10	4.10	4.10	4.10
65	91282CFL0	T 3 7/8 09/30/29	7Yr Bullet	5,000	100.47	9/30/29	9/30/29	9/30/29	9/30/29	9/30/29	9/30/29	3.76	3.76	3.76	3.76	3.76	3.76
66	91282CFT3	T 4 10/31/29	7Yr Bullet	5,000	100.95	10/31/29	10/31/29	10/31/29	10/31/29	10/31/29	10/31/29	3.76	3.76	3.76	3.76	3.76	3.76

Market Yield Table - Instantaneous Rate Shock

						Projected Call Date - Instantaneous Rate Shock						Market Yield Table - Instantaneous Rate Shock					
Bond ID #	CUSIP	Security Description	Original Structure	Par Value	Mkt Price	+100	+50	+25	Base	-25	-50	+100	+50	+25	Base	-25	-50
67	91282CFY2	T 3 7/8 11/30/29	7Yr Bullet	5,000	100.44	11/30/29	11/30/29	11/30/29	11/30/29	11/30/29	11/30/29	3.77	3.77	3.77	3.77	3.77	3.77
68	91282CGB1	T 3 7/8 12/31/29	7Yr Bullet	3,000	100.43	12/31/29	12/31/29	12/31/29	12/31/29	12/31/29	12/31/29	3.77	3.77	3.77	3.77	3.77	3.77
				266,648	99.47							2.81	2.81	2.79	2.80	2.85	2.85

Percentage Price Change / 12 Month Total Return

Bond ID #	CUSIP	Security Description	Original Structure	Par Value	Mkt Price	Price Change - Instantaneous Rate Shock						Projected TRR - 12mo. Horizon					
						+100	+50	+25	Base	-25	-50	+100	+50	+25	Base	-25	-50
1	3136G4ZP1	FNMA 0.65 07/30/25	5Yr Bullet	3,500	99.69	-0.08	-0.04	-0.02	0.00	0.02	0.04	4.90	4.66	4.54	4.43	4.31	4.19
2	PLMDLLA1F	STATE OF CALIFOR		57,005	100.00	-0.08	-0.04	-0.02	0.00	0.02	0.04	4.59	4.36	4.24	4.12	4.00	3.88
3	PLMDLLA1F	STATE OF CALIFOR		36,500	100.00	-0.08	-0.04	-0.02	0.00	0.02	0.04	4.59	4.36	4.24	4.12	4.00	3.88
4	PLMDLLA1F	STATE OF CALIFOR		14,087	100.00	-0.08	-0.04	-0.02	0.00	0.02	0.04	4.59	4.36	4.24	4.12	4.00	3.88
5	3133EL3P7	FFCB 0.53 08/12/25	5YrNC2Yr Amer	1,810	99.55	-0.12	-0.06	-0.03	0.00	0.03	0.06	4.87	4.64	4.53	4.42	4.31	4.20
6	3133EJYM5	FFCB 3.02 09/04/25	7Yr Bullet	2,000	99.74	-0.18	-0.09	-0.05	0.00	0.05	0.09	4.89	4.67	4.55	4.44	4.32	4.21
7	3133EJYM5	FFCB 3.02 09/04/25	7Yr Bullet	1,000	99.74	-0.18	-0.09	-0.05	0.00	0.05	0.09	4.89	4.67	4.55	4.44	4.32	4.21
8	229083AA8	EVANBT 5.35 06/18/2	5YrNC6mo	245	100.09	-0.50	-0.13	-0.05	0.00	0.04	0.08	5.04	5.29	4.58	4.47	4.36	4.26
9	3134GWUG9	FHLMC 0.57 09/24/25	5YrNC1Yr Berm	10,000	99.11	-0.24	-0.12	-0.06	0.00	0.06	0.12	4.84	4.64	4.53	4.43	4.33	4.23
10	46656MVH1	JPM 5 11/30/27	4YrNC1Yr Berm	240	100.05	-0.53	-0.17	-0.07	0.00	0.06	0.11	4.61	4.87	4.72	4.49	4.37	4.25
11	59541KCV7	MIDMIB 5.15 06/12/28	4YrNC1Yr Berm	245	100.10	-0.55	-0.18	-0.09	0.00	0.06	0.11	4.79	5.04	4.60	4.50	4.39	4.28
12	3133ETFB8	FFCB 4 3/4 04/30/29	4YrNC3mo Amer	5,000	99.98	-0.85	-0.29	-0.11	0.00	0.05	0.09	4.17	4.57	4.69	4.53	4.43	4.33
13	3135G06G3	FNMA 0 1/2 11/07/25	5Yr Bullet	3,000	98.67	-0.35	-0.18	-0.09	0.00	0.09	0.18	4.81	4.60	4.50	4.40	4.30	4.19
14	3134GXBM5	FHLMC 0.6 11/12/25	5YrNC1Yr Berm	1,150	98.64	-0.37	-0.18	-0.09	0.00	0.09	0.19	4.81	4.61	4.51	4.41	4.31	4.21
15	3133ETGK7	FFCB 4.73 05/14/29	4YrNC3mo Amer	5,000	99.97	-0.98	-0.34	-0.14	0.00	0.07	0.12	4.07	4.51	4.66	4.75	4.39	4.28
16	3133EPLE3	FFCB 4.67 05/30/28	5YrNC2Yr Amer	2,815	99.93	-0.86	-0.31	-0.13	0.00	0.08	0.12	4.10	4.48	4.61	4.70	4.39	4.28
17	3130AMRQ7	FHLB 0 7/8 12/30/25	4.5YrNC3mo Berm	3,000	98.30	-0.50	-0.25	-0.12	0.00	0.12	0.25	4.75	4.57	4.48	4.39	4.29	4.20
18	9128285T3	T 2 5/8 12/31/25	7Yr Bullet	3,000	99.21	-0.50	-0.25	-0.13	0.00	0.13	0.25	4.70	4.51	4.42	4.33	4.24	4.15
19	9128285T3	T 2 5/8 12/31/25	7Yr Bullet	5,000	99.21	-0.50	-0.25	-0.13	0.00	0.13	0.25	4.70	4.51	4.42	4.33	4.24	4.15
20	742718FY0	PG 4.1 01/26/26	3YrNC1mo	1,000	100.03	-0.57	-0.28	-0.14	0.00	0.14	0.29	4.51	4.36	4.29	4.22	4.14	4.07
21	780082AD5	RY 4.65 01/27/26	10Yr Bullet	500	99.85	-0.57	-0.29	-0.14	0.00	0.14	0.29	5.00	4.85	4.78	4.70	4.63	4.56
22	06406RAQ0	BK 0 3/4 01/28/26	5YrNC4.9Yr Amer	500	97.89	-0.57	-0.29	-0.14	0.00	0.14	0.29	4.75	4.60	4.53	4.46	4.38	4.31
23	91282CGL9	T 4 02/15/26	3Yr Bullet	5,000	99.86	-0.62	-0.31	-0.16	0.00	0.16	0.31	4.60	4.46	4.39	4.32	4.25	4.18
24	30231GAT9	XOM 3.043 03/01/26	10YrNC9.8Yr Amer	1,000	99.24	-0.64	-0.32	-0.16	0.00	0.15	0.30	4.55	4.41	4.34	4.27	4.20	4.14
25	194162AQ6	CL 4.8 03/02/26	3YrNC1mo	1,000	100.35	-0.66	-0.33	-0.16	0.00	0.17	0.33	4.59	4.45	4.38	4.32	4.25	4.18
26	9128286F2	T 2 1/2 02/28/26	7Yr Bullet	3,000	98.89	-0.65	-0.33	-0.16	0.00	0.16	0.33	4.55	4.41	4.34	4.27	4.21	4.14
27	9128286L9	T 2 1/4 03/31/26	7Yr Bullet	3,200	98.64	-0.73	-0.37	-0.18	0.00	0.18	0.37	4.41	4.30	4.24	4.19	4.13	4.08
28	11271LAA0	BNCN 4 1/4 06/02/26	10YrNC9.8Yr Amer	500	99.74	-0.80	-0.39	-0.19	0.00	0.19	0.37	4.61	4.57	4.55	4.53	4.51	4.49
29	3130AN5C0	FHLB 1.05 04/29/26	4.75YrNC3mo Berm	4,000	97.44	-0.81	-0.41	-0.20	0.00	0.20	0.41	4.39	4.32	4.29	4.25	4.22	4.18
30	3133ERCX7	FFCB 5.17 05/01/28	4YrNC2Yr Amer	5,000	100.83	-1.01	-0.47	-0.23	0.00	0.22	0.43	4.04	4.26	4.23	4.19	4.15	4.11
31	46625HRS1	JPM 3.2 06/15/26	10YrNC9.8Yr Amer	500	98.96	-0.90	-0.45	-0.22	0.00	0.22	0.43	4.37	4.34	4.33	4.32	4.31	4.30
32	38150VUZ0	GS 5.05 06/11/26	2Yr Bullet	245	100.71	-0.91	-0.46	-0.23	0.00	0.23	0.46	4.35	4.32	4.30	4.29	4.27	4.26
33	34520LBC6	FORBBK 5.05 06/15/2	2Yr Bullet	245	100.72	-0.92	-0.46	-0.23	0.00	0.23	0.47	4.33	4.31	4.30	4.29	4.27	4.26
34	05580A4Y7	BMW 4.65 06/15/26	2.5Yr Bullet	240	100.21	-0.92	-0.46	-0.23	0.00	0.23	0.47	4.47	4.45	4.44	4.43	4.42	4.40
35	91282CHH7	T 4 1/8 06/15/26	3Yr Bullet	5,000	100.11	-0.92	-0.46	-0.23	0.00	0.23	0.47	4.07	4.05	4.04	4.03	4.01	4.00
36	8562855V9	SBIIN 5.1 06/17/26	2Yr Bullet	245	100.77	-0.92	-0.46	-0.23	0.00	0.23	0.47	4.33	4.30	4.29	4.28	4.27	4.26

Percentage Price Change / 12 Month Total Return

Bond ID #	CUSIP	Security Description	Original Structure	Par Value	Mkt Price	Price Change - Instantaneous Rate Shock						Projected TRR - 12mo. Horizon					
						+100	+50	+25	Base	-25	-50	+100	+50	+25	Base	-25	-50
37	06051XER9	BAC 5.05 06/22/26	2Yr Bullet	245	100.74	-0.94	-0.47	-0.24	0.00	0.24	0.47	4.31	4.29	4.28	4.28	4.27	4.26
38	35634MAE1	FREBNJ 5.05 06/22/2	2Yr Bullet	245	100.74	-0.93	-0.47	-0.24	0.00	0.24	0.47	4.31	4.29	4.28	4.28	4.27	4.26
39	61761J3R8	MS 3 1/8 07/27/26	10YrNC6mo	500	98.64	-1.03	-0.52	-0.26	0.00	0.26	0.52	4.33	4.36	4.37	4.39	4.41	4.42
40	307811KA6	FMBKWI 5 06/14/28	4YrNC2Yr	245	100.63	-1.25	-0.57	-0.28	0.00	0.26	0.51	3.87	4.21	4.32	4.40	4.36	4.34
41	3130B4QA2	FHLB 4.55 07/21/28	3.5YrNC1.5Yr	3,000	100.30	-1.56	-0.71	-0.34	0.00	0.31	0.61	3.43	4.06	4.23	4.24	4.25	4.26
42	3134GW4C7	FHLMC 0.8 10/27/26	6YrNC3mo Berm	5,000	95.85	-1.28	-0.64	-0.32	0.00	0.32	0.65	3.52	3.68	3.76	3.84	3.93	4.01
43	3130ARHJ3	FHLB 3.175 04/19/27	5YrNC1mo	5,000	98.61	-1.49	-0.71	-0.35	0.00	0.32	0.60	3.00	3.38	3.56	3.74	3.91	4.07
44	3133ENJC5	FFCB 1.29 12/22/26	5YrNC2Yr Amer	5,000	96.14	-1.42	-0.71	-0.36	0.00	0.36	0.72	3.26	3.49	3.61	3.73	3.85	3.97
45	912828YX2	T 1 3/4 12/31/26	7Yr Bullet	5,000	96.98	-1.44	-0.72	-0.36	0.00	0.37	0.73	3.06	3.31	3.43	3.55	3.68	3.80
46	3130B62E5	FHLB 4 1/4 10/30/28	3.5YrNC1Yr Berm	3,000	99.47	-1.88	-0.85	-0.41	0.00	0.35	0.67	3.09	3.81	4.10	4.34	4.53	4.68
47	3130AQRH8	FHLB 2 02/25/27	5YrNC3mo Berm	5,000	96.91	-1.57	-0.79	-0.39	0.00	0.39	0.77	3.00	3.31	3.47	3.63	3.79	3.95
48	3134HADY6	FHLMC 4 08/14/29	5YrNC6mo Berm	4,000	99.14	-2.20	-0.96	-0.44	0.00	0.35	0.62	2.67	3.60	3.97	4.29	4.53	4.72
49	808513BW4	SCHW 3.3 04/01/27	5.5YrNC5.3Yr Amer	500	98.66	-1.60	-0.80	-0.40	0.00	0.40	0.79	3.09	3.44	3.61	3.78	3.95	4.11
50	3133ERE23	FFCB 4.32 12/02/27	3YrNC2Yr Amer	1,000	100.35	-1.70	-0.82	-0.41	0.00	0.39	0.77	2.94	3.40	3.59	3.76	3.90	4.03
51	3136GAGW3	FNMA 4.1 08/10/28	3.25YrNC1.3Yr 1x	5,000	99.62	-1.92	-0.87	-0.43	0.00	0.37	0.73	3.03	3.90	4.25	4.35	4.45	4.47
52	3130AL5A8	FHLB 0.9 02/26/27	6YrNC3mo Berm	5,000	95.14	-1.59	-0.80	-0.40	0.00	0.40	0.81	2.98	3.30	3.46	3.63	3.79	3.95
53	75973QAA5	RNR 3.45 07/01/27	10YrNC9.8Yr Amer	500	98.54	-1.83	-0.91	-0.46	0.00	0.45	0.91	3.00	3.45	3.67	3.89	4.11	4.32
54	22550L2K6	UBS 5 07/09/27	5Yr Bullet	500	101.08	-1.88	-0.95	-0.48	0.00	0.48	0.96	3.20	3.65	3.88	4.11	4.34	4.57
55	91282CEW7	T 3 1/4 06/30/27	5Yr Bullet	5,000	99.09	-1.88	-0.95	-0.48	0.00	0.48	0.96	2.44	2.91	3.14	3.38	3.62	3.85
56	3130B3XP3	FHLB 4 1/2 12/04/29	5YrNC2Yr 1x	1,000	100.44	-2.28	-1.04	-0.51	0.00	0.45	0.89	2.92	3.62	3.82	4.00	4.12	4.24
57	91282CFM8	T 4 1/8 09/30/27	5Yr Bullet	2,500	100.90	-2.10	-1.06	-0.53	0.00	0.53	1.07	2.28	2.85	3.14	3.43	3.72	4.00
58	09582YAV4	RICBVA 4.2 12/28/27	4Yr Bullet	240	100.20	-2.31	-1.16	-0.59	0.00	0.59	1.18	2.49	3.18	3.52	3.87	4.22	4.57
59	3130B4RC7	FHLB 4 1/2 07/27/29	4.5YrNC2.5Yr 1x	3,000	101.01	-2.60	-1.25	-0.61	0.00	0.59	1.17	2.28	3.09	3.42	3.75	4.04	4.32
60	718172CE7	PM 3 1/8 03/02/28	10.25YrNC10.1Yr A	500	97.35	-2.45	-1.23	-0.62	0.00	0.62	1.24	2.45	3.21	3.59	3.96	4.34	4.71
61	797440CE2	SRE 4.95 08/15/28	5YrNC4.9Yr Amer	500	102.10	-2.79	-1.41	-0.71	0.00	0.71	1.43	2.22	3.13	3.59	4.05	4.52	4.98
62	05565QDH8	BPLN 3.723 11/28/28	12YrNC11.8Yr Amer	500	98.29	-3.05	-1.54	-0.77	0.00	0.78	1.55	1.99	3.07	3.60	4.14	4.67	5.21
63	06406RBN6	BK 4.543 02/01/29	6YrNC5Yr 1x	656	100.71	-3.18	-1.60	-0.80	0.00	0.81	1.61	1.14	2.27	2.83	3.39	3.96	4.52
64	89235MPP0	TOYFBN 4.65 06/13/2	5Yr Bullet	245	101.99	-3.51	-1.77	-0.89	0.00	0.90	1.82	1.45	2.75	3.41	4.08	4.74	5.41
65	91282CFL0	T 3 7/8 09/30/29	7Yr Bullet	5,000	100.47	-3.79	-1.92	-0.97	0.00	0.98	1.97	0.88	2.32	3.04	3.77	4.51	5.25
66	91282CFT3	T 4 10/31/29	7Yr Bullet	5,000	100.95	-3.85	-1.95	-0.98	0.00	0.99	2.00	0.82	2.30	3.04	3.79	4.54	5.30
67	91282CFY2	T 3 7/8 11/30/29	7Yr Bullet	5,000	100.44	-3.92	-1.99	-1.00	0.00	1.01	2.04	0.75	2.27	3.03	3.80	4.58	5.36
68	91282CGB1	T 3 7/8 12/31/29	7Yr Bullet	3,000	100.43	-3.99	-2.02	-1.02	0.00	1.03	2.08	0.68	2.24	3.02	3.81	4.61	5.41
				266,648	99.47	-0.89	-0.43	-0.21	0.00	0.21	0.41	3.94	4.04	4.08	4.11	4.12	4.14

Redemption at Next Call Date - Instantaneous Rate Shock

Bond ID #	CUSIP	Security Description	Original Structure	Par Value	Next Call Date	Probability of Redemption at NEXT Call Date						BPs CURRENTLY Away From Par					
						+100	+50	+25	Base	-25	-50	+100	+50	+25	Base	-25	-50
5	3133EL3P7	FFCB 0.53 08/12/25	5YrNC2Yr Amer	1,810	07/17/25	0%	0%	0%	0%	0%	0%	497	444	417	391	364	338
8	229083AA8	EVANBT 5.35 06/18/2	5YrNC6mo	245	08/18/25	0%	17%	83%	83%	100%	100%	59	10	-15	-40	-65	-90
10	46656MVH1	JPM 5 11/30/27	4YrNC1Yr Berm	240	08/31/25	25%	25%	75%	75%	97%	97%	83	32	7	-19	-44	-69
11	59541KCV7	MIDMIB 5.15 06/12/28	4YrNC1Yr Berm	245	09/11/25	25%	75%	75%	75%	97%	97%	71	21	-4	-29	-54	-79
12	3133ETFB8	FFCB 4 3/4 04/30/29	4YrNC3mo Amer	5,000	07/30/25	0%	17%	17%	17%	83%	83%	112	61	35	10	-16	-42
14	3134GXBM5	FHLMC 0.6 11/12/25	5YrNC1Yr Berm	1,150	08/12/25	0%	0%	0%	0%	0%	0%	507	455	430	404	378	352
15	3133ETGK7	FFCB 4.73 05/14/29	4YrNC3mo Amer	5,000	08/14/25	0%	0%	17%	17%	83%	83%	111	60	34	9	-17	-42
16	3133EPLE3	FFCB 4.67 05/30/28	5YrNC2Yr Amer	2,815	07/17/25	0%	0%	17%	17%	83%	83%	122	71	46	20	-5	-30
17	3130AMRQ7	FHLB 0 7/8 12/30/25	4.5YrNC3mo Berm	3,000	09/30/25	0%	0%	0%	0%	0%	0%	475	424	399	373	348	322
22	06406RAQ0	BK 0 3/4 01/28/26	5YrNC4.9Yr Amer	500	12/29/25	0%	0%	0%	0%	0%	0%	483	432	406	381	355	330
24	30231GAT9	XOM 3.043 03/01/26	10YrNC9.8Yr Amer	1,000	12/01/25	0%	2%	2%	12%	12%	12%	242	190	165	139	114	88
28	11271LAA0	BNCN 4 1/4 06/02/26	10YrNC9.8Yr Amer	500	03/02/26	17%	38%	38%	38%	62%	62%	137	86	61	36	11	-14
29	3130AN5C0	FHLB 1.05 04/29/26	4.75YrNC3mo Berm	4,000	07/29/25	0%	0%	0%	0%	0%	0%	465	413	388	362	337	311
30	3133ERCX7	FFCB 5.17 05/01/28	4YrNC2Yr Amer	5,000	05/01/26	61%	80%	80%	92%	92%	97%	16	-34	-59	-84	-109	-134
31	46625HRS1	JPM 3.2 06/15/26	10YrNC9.8Yr Amer	500	03/15/26	1%	6%	6%	17%	17%	38%	227	177	152	127	102	77
40	307811KA6	FMBKWI 5 06/14/28	4YrNC2Yr	245	06/14/26	40%	60%	79%	79%	91%	91%	45	-4	-28	-53	-77	-102
41	3130B4QA2	FHLB 4.55 07/21/28	3.5YrNC1.5Yr	3,000	07/21/26	40%	60%	78%	78%	90%	90%	78	28	3	-22	-47	-72
42	3134GW4C7	FHLMC 0.8 10/27/26	6YrNC3mo Berm	5,000	07/27/25	0%	0%	0%	0%	0%	0%	504	453	427	401	376	350
43	3130ARHJ3	FHLB 3.175 04/19/27	5YrNC1mo	5,000	07/19/25	0%	0%	0%	0%	0%	0%	278	226	201	175	149	124
44	3133ENJC5	FFCB 1.29 12/22/26	5YrNC2Yr Amer	5,000	07/17/25	0%	0%	0%	0%	0%	0%	469	418	393	367	342	316
46	3130B62E5	FHLB 4 1/4 10/30/28	3.5YrNC1Yr Berm	3,000	04/30/26	8%	20%	39%	39%	61%	61%	139	89	64	39	14	-11
47	3130AQRH8	FHLB 2 02/25/27	5YrNC3mo Berm	5,000	08/25/25	0%	0%	0%	0%	0%	0%	400	348	322	296	270	244
48	3134HADY6	FHLMC 4 08/14/29	5YrNC6mo Berm	4,000	08/14/25	0%	0%	0%	0%	17%	17%	200	148	123	97	71	46
49	808513BW4	SCHW 3.3 04/01/27	5.5YrNC5.3Yr Amer	500	01/01/27	7%	15%	27%	27%	42%	58%	187	137	112	87	62	36
50	3133ERE23	FFCB 4.32 12/02/27	3YrNC2Yr Amer	1,000	12/02/26	26%	42%	58%	58%	74%	86%	78	29	4	-21	-46	-71
51	3136GAGW3	FNMA 4.1 08/10/28	3.25YrNC1.3Yr 1x	5,000	08/10/26	23%	60%	60%	77%	77%	89%	125	76	51	26	1	-24
52	3130AL5A8	FHLB 0.9 02/26/27	6YrNC3mo Berm	5,000	08/26/25	0%	0%	0%	0%	0%	0%	512	460	434	408	382	356
53	75973QAA5	RNR 3.45 07/01/27	10YrNC9.8Yr Amer	500	04/01/27	9%	17%	28%	28%	42%	58%	182	132	107	82	57	32
56	3130B3XP3	FHLB 4 1/2 12/04/29	5YrNC2Yr 1x	1,000	12/04/26	42%	58%	74%	74%	86%	86%	78	29	4	-21	-46	-71
59	3130B4RC7	FHLB 4 1/2 07/27/29	4.5YrNC2.5Yr 1x	3,000	07/27/27	43%	57%	71%	71%	82%	82%	59	9	-16	-40	-65	-90
60	718172CE7	PM 3 1/8 03/02/28	10.25YrNC10.1Yr A	500	12/02/27	7%	13%	21%	21%	31%	31%	211	161	135	110	85	60
61	797440CE2	SRE 4.95 08/15/28	5YrNC4.9Yr Amer	500	07/15/28	44%	56%	56%	67%	67%	77%	26	-24	-49	-74	-99	-124
62	05565QDH8	BPLN 3.723 11/28/28	12YrNC11.8Yr Amer	500	08/28/28	15%	23%	33%	33%	44%	44%	156	106	81	56	31	6
63	06406RBN6	BK 4.543 02/01/29	6YrNC5Yr 1x	656	02/01/28	1%	2%	4%	4%	8%	8%	8	-41	-66	-91	-116	-141
				79,406													

Portfolio Changes

New Securities 6/2022-6/2025

CUSIP	Sector	Security Description	Maturity	Coupon	Original Face	Book Price	Intent
05565QDH8	Corporate	BPLN 3.723 11/28/28	11/28/2028	3.72	500,000	100.00	AFS
05580A4Y7	CD	BMW 4.65 06/15/26	06/15/2026	4.65	240,000	100.00	AFS
06051XER9	CD	BAC 5.05 06/22/26	06/22/2026	5.05	245,000	100.00	AFS
06406RAQ0	Corporate	BK 0 3/4 01/28/26	01/28/2026	0.75	500,000	100.00	AFS
06406RBN6	Corporate	BK 4.543 02/01/29	02/01/2029	4.54	656,000	100.00	AFS
09582YAV4	CD	RICBVA 4.2 12/28/27	12/28/2027	4.20	240,000	100.00	AFS
11271LAA0	Corporate	BNCN 4 1/4 06/02/26	06/02/2026	4.25	500,000	100.00	AFS
194162AQ6	Corporate	CL 4.8 03/02/26	03/02/2026	4.80	1,000,000	100.00	AFS
22550L2K6	Corporate	UBS 5 07/09/27	07/09/2027	5.00	500,000	100.00	AFS
229083AA8	CD	EVANBT 5.35 06/18/29	06/18/2029	5.35	245,000	100.00	AFS
30231GAT9	Corporate	XOM 3.043 03/01/26	03/01/2026	3.04	1,000,000	100.00	AFS
307811KA6	CD	FMBKWI 5 06/14/28	06/14/2028	5.00	245,000	100.00	AFS
3130AQRH8	Treasury/Agency	FHLB 2 02/25/27	02/25/2027	2.00	5,000,000	100.00	AFS
3130ARHJ3	Treasury/Agency	FHLB 3.175 04/19/27	04/19/2027	3.18	5,000,000	100.00	AFS
3130B3XP3	Treasury/Agency	FHLB 4 1/2 12/04/29	12/04/2029	4.50	1,000,000	100.00	AFS
3130B4QA2	Treasury/Agency	FHLB 4.55 07/21/28	07/21/2028	4.55	3,000,000	100.00	AFS
3130B4RC7	Treasury/Agency	FHLB 4 1/2 07/27/29	07/27/2029	4.50	3,000,000	100.00	AFS
3130B62E5	Treasury/Agency	FHLB 4 1/4 10/30/28	10/30/2028	4.25	3,000,000	100.00	AFS
3133EPKC8	Treasury/Agency	FFCB 5.39 05/18/27	05/18/2027	5.39	5,000,000	100.00	AFS
3133EPLE3	Treasury/Agency	FFCB 4.67 05/30/28	05/30/2028	4.67	2,815,000	100.00	AFS
3133ERCX7	Treasury/Agency	FFCB 5.17 05/01/28	05/01/2028	5.17	5,000,000	100.00	AFS
3133ERE23	Treasury/Agency	FFCB 4.32 12/02/27	12/02/2027	4.32	1,000,000	100.00	AFS
3133ETFB8	Treasury/Agency	FFCB 4 3/4 04/30/29	04/30/2029	4.75	5,000,000	100.00	AFS
3133ETGK7	Treasury/Agency	FFCB 4.73 05/14/29	05/14/2029	4.73	5,000,000	100.00	AFS
3134GW4C7	Treasury/Agency	FHLMC 0.8 10/27/26	10/27/2026	0.80	5,000,000	100.00	AFS
3134HADY6	Treasury/Agency	FHLMC 4 08/14/29	08/14/2029	4.00	4,000,000	100.00	AFS
3136GAGW3	Treasury/Agency	FNMA 4.1 08/10/28	08/10/2028	4.10	5,000,000	100.00	AFS
34520LBC6	CD	FORBBK 5.05 06/15/26	06/15/2026	5.05	245,000	100.00	AFS
35634MAE1	CD	FREBNJ 5.05 06/22/26	06/22/2026	5.05	245,000	100.00	AFS
38150VUZ0	CD	GS 5.05 06/11/26	06/11/2026	5.05	245,000	100.00	AFS
46625HRS1	Corporate	JPM 3.2 06/15/26	06/15/2026	3.20	500,000	100.00	AFS
46656MVH1	CD	JPM 5 11/30/27	11/30/2027	5.00	240,000	100.00	AFS
59541KCV7	CD	MIDMIB 5.15 06/12/28	06/12/2028	5.15	245,000	100.00	AFS
61761J3R8	Corporate	MS 3 1/8 07/27/26	07/27/2026	3.13	500,000	100.00	AFS
69503PAB7	CD	PACVYB 5.2 06/14/29	06/14/2029	5.20	245,000	100.00	AFS
718172CE7	Corporate	PM 3 1/8 03/02/28	03/02/2028	3.13	500,000	100.00	AFS
742718FY0	Corporate	PG 4.1 01/26/26	01/26/2026	4.10	1,000,000	100.00	AFS
75973QAA5	Corporate	RNR 3.45 07/01/27	07/01/2027	3.45	500,000	100.00	AFS
780082AD5	Corporate	RY 4.65 01/27/26	01/27/2026	4.65	500,000	100.00	AFS
797440CE2	Corporate	SRE 4.95 08/15/28	08/15/2028	4.95	500,000	100.00	AFS
808513BW4	Corporate	SCHW 3.3 04/01/27	04/01/2027	3.30	500,000	100.00	AFS
8562855V9	CD	SBIIN 5.1 06/17/26	06/17/2026	5.10	245,000	100.00	AFS

Portfolio Changes

New Securities 6/2022-6/2025

CUSIP	Sector	Security Description	Maturity	Coupon	Original Face	Book Price	Intent
89235MPP0	CD	TOYFBN 4.65 06/13/29	06/13/2029	4.65	245,000	100.00	AFS
9128286L9	Treasury/Agency	T 2 1/4 03/31/26	03/31/2026	2.25	3,200,000	100.00	AFS
912828YX2	Treasury/Agency	T 1 3/4 12/31/26	12/31/2026	1.75	5,000,000	100.00	AFS
91282CEW7	Treasury/Agency	T 3 1/4 06/30/27	06/30/2027	3.25	5,000,000	100.00	AFS
91282CFL0	Treasury/Agency	T 3 7/8 09/30/29	09/30/2029	3.88	5,000,000	100.00	AFS
91282CFM8	Treasury/Agency	T 4 1/8 09/30/27	09/30/2027	4.13	2,500,000	100.00	AFS
91282CFT3	Treasury/Agency	T 4 10/31/29	10/31/2029	4.00	5,000,000	100.00	AFS
91282CFY2	Treasury/Agency	T 3 7/8 11/30/29	11/30/2029	3.88	5,000,000	100.00	AFS
91282CGB1	Treasury/Agency	T 3 7/8 12/31/29	12/31/2029	3.88	3,000,000	100.00	AFS
91282CGL9	Treasury/Agency	T 4 02/15/26	02/15/2026	4.00	5,000,000	100.00	AFS
91282CHH7	Treasury/Agency	T 4 1/8 06/15/26	06/15/2026	4.13	5,000,000	100.00	AFS
PLMDLLA1F	Other	STATE OF CALIFORNIA LOCAL AGENCY INV	07/30/2025	0.78	107,591,836	100.00	AFS

Partial Buy6/2022-6/2025

CUSIP	Sector	Security Description	Maturity	Coupon	Original Face	Book Price	Intent	Redemption Type
PLMDLCAMP	Other	CAMP- CALIFORNIA ASSET MANAGEMENT P	07/30/2025	0.30	105,713,151	100.00	AFS	Same CUSIP buys

Securities Sold/Redeemed 6/2022-6/2025

CUSIP	Sector	Security Description	Maturity	Coupon	Original Face	Book Price	Intent	Redemption Type
594918BH6	CORP	MSFT 2.650 11/03/22 CALd	11/03/2022	2.65	1,000,000	100.00	AFS	Called
3133ENHW3	Treasury/Agency	FFCB 1.17 06/23/25	06/23/2025	1.17	10,000,000	100.00	AFS	Expired/Matured
3133EMUP5	Treasury/Agency	FFCB 0.71 04/01/25	04/01/2025	0.71	5,000,000	100.00	AFS	Expired/Matured
3133ELK37	Treasury/Agency	FFCB 0.78 06/16/25	06/16/2025	0.78	5,000,000	100.00	AFS	Expired/Matured
3133EL2X1	AGY	FFCB 0.420 05/06/24 MATd	05/06/2024	0.42	2,000,000	100.00	AFS	Expired/Matured
3133EKPT7	AGY	FFCB 2.125 06/05/23 MATd	06/05/2023	2.13	5,000,000	100.00	AFS	Expired/Matured
166764BV1	CORP	CVX 1.141 05/11/23 MATd	05/11/2023	1.14	2,075,000	100.00	AFS	Expired/Matured
037833DE7	CORP	AAPL 2.400 01/13/23 MATd	01/13/2023	2.40	1,000,000	100.00	AFS	Expired/Matured
PLMDLLAIF	Other	LAIF	04/30/2025	0.78	100,077,206	100.00	AFS	Expired/Matured
92826CAC6	CORP	V 2.800 12/14/22 MATd	12/14/2022	2.80	1,500,000	100.00	AFS	Expired/Matured
3134GWNG7	Treasury/Agency	FHLMC 0 1/2 11/27/24	11/27/2024	0.50	2,000,000	100.00	AFS	Expired/Matured
3130AQEA7	Treasury/Agency	FHLB 1.05 01/14/25	01/14/2025	1.05	7,000,000	100.00	AFS	Expired/Matured
3130AQDY6	Treasury/Agency	FHLB 1 12/30/24	12/30/2024	1.00	6,750,000	100.00	AFS	Expired/Matured
3130AMQR6	AGY	FHLB 0.350 06/07/24 MATd	06/07/2024	0.35	3,000,000	100.00	AFS	Expired/Matured
3130AMHH8	Treasury/Agency	FHLB 0.41 08/01/24	08/01/2024	0.41	4,000,000	100.00	AFS	Expired/Matured
30231GBL5	CORP	XOM 1.571 04/15/23 MATd	04/15/2023	1.57	5,000,000	100.00	AFS	Expired/Matured
30231GAR3	CORP	XOM 2.726 03/01/23 MATd	03/01/2023	2.73	1,000,000	100.00	AFS	Expired/Matured
17312QL23	CORP	C 3.150 05/11/23 MATd	05/11/2023	3.15	245,000	100.00	AFS	Expired/Matured
20033AYE0	CORP	ADS 3.100 05/15/23 MATd	05/15/2023	3.10	245,000	100.00	AFS	Expired/Matured
91282CBA8	AGY	UST 0.125 12/15/23 MATd	12/15/2023	0.13	15,000,000	100.00	AFS	Expired/Matured
91282CDN8	Treasury/Agency	T 1 12/15/24	12/15/2024	1.00	20,000,000	100.00	AFS	Expired/Matured
912828V23	AGY	UST 2.250 12/31/23 MATd	12/31/2023	2.25	9,000,000	100.00	AFS	Expired/Matured
912828N30	AGY	UST 2.125 12/31/22 MATd	12/31/2022	2.13	3,000,000	100.00	AFS	Expired/Matured

Portfolio Changes

Securities Sold/Redeemed 6/2022-6/2025

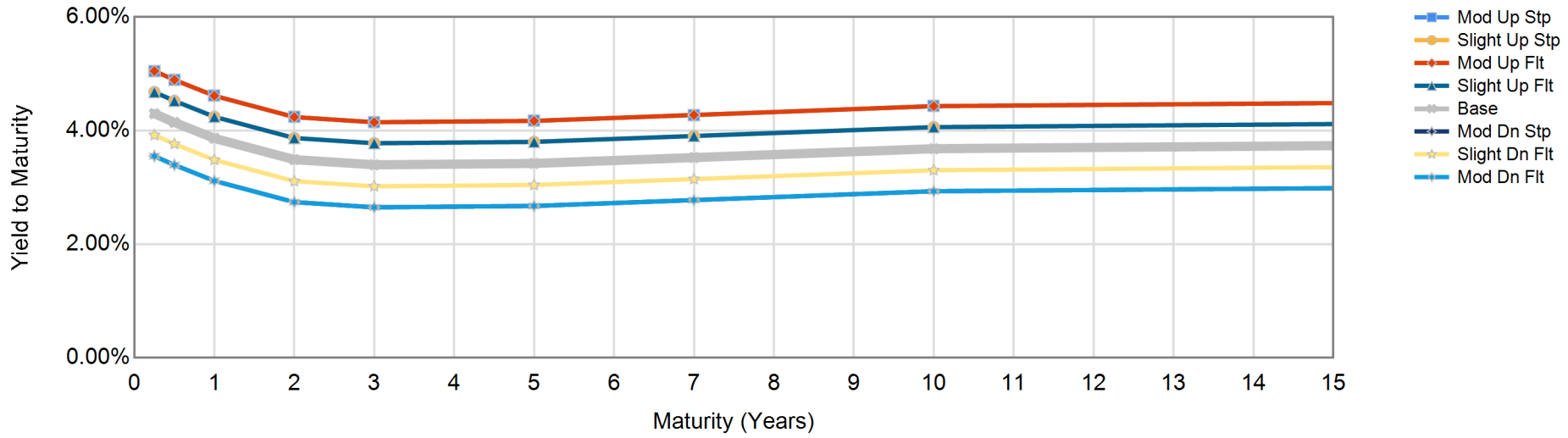
CUSIP	Sector	Security Description	Maturity	Coupon	Original Face	Book Price	Intent	Redemption Type
9128286R6	AGY	UST 2.250 04/30/24 MATd	04/30/2024	2.25	5,000,000	100.00	AFS	Expired/Matured
9128285U0	AGY	UST 2.625 12/31/23 MATd	12/31/2023	2.63	5,000,000	100.00	AFS	Expired/Matured
9128284S6	AGY	UST 2.750 05/31/23 MATd	05/31/2023	2.75	2,815,000	100.00	AFS	Expired/Matured
9128283P3	Treasury/Agency	T 2 1/4 12/31/24	12/31/2024	2.25	3,000,000	100.00	AFS	Expired/Matured
87164WWF1	CORP	SYF 3.150 05/11/23 MATd	05/11/2023	3.15	245,000	100.00	AFS	Expired/Matured
61747MX30	CORP	MS 3.150 05/10/23 MATd	05/10/2023	3.15	245,000	100.00	AFS	Expired/Matured

Shocked Assumptions

Scenarios

		Mod Up Stp	Slight Up Stp	Mod Up Flt	Slight Up Flt	+100	+50	+25	Base	-25	-50	Mod Dn Stp	Slight Dn Flt	Mod Dn Flt
Shift Amount	3mo	75	38	75	38	100	50	25	0	-25	-50	-75	-38	-75
	6mo	75	38	75	38	100	50	25	0	-25	-50	-75	-38	-75
	12mo	75	38	75	38	100	50	25	0	-25	-50	-75	-38	-75
	2yr	75	38	75	38	100	50	25	0	-25	-50	-75	-38	-75
	3yr	75	38	75	38	100	50	25	0	-25	-50	-75	-38	-75
	5yr	75	38	75	38	100	50	25	0	-25	-50	-75	-38	-75
	10yr	75	38	75	38	100	50	25	0	-25	-50	-75	-38	-75
	30yr	75	38	75	38	100	50	25	0	-25	-50	-75	-38	-75
Shock Horizon		0 Months	0 Months	0 Months	0 Months	0 Months	0 Months	0 Months	0 Months	0 Months	0 Months	0 Months	0 Months	0 Months
Total Return Horizon		12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months
Shift Timing to Horizon		Ramped	Ramped	Ramped	Ramped	Ramped	Ramped	Ramped	Ramped	Ramped	Ramped	Ramped	Ramped	Ramped
Curve Type		Static	Static	Static	Static	Static	Static	Static	Static	Static	Static	Static	Static	Static

SOFRSwap Curve | Scenarios



Assumptions

Calculation Engine	The Yield Book © and ZM Financial
Prepayment Model	The Yield Book ©
Data Sources	The Yield Book ©, Reuters, Intex, KDS and Stifel
Curve Date	Same as Portfolio As Of Date
Curve Type Used	SOFRSwap Curve
Market Prices	Market prices are indications only, provided by Reuters unless otherwise specified
Horizon Price Methodology	Constant OAS where possible; constant nominal spread change as a secondary method
Horizon Period	0 month horizon for immediate rate shock scenarios; 12 month horizon for total return scenarios
Reinvestment Rate	SOFR
Cost of Funds	0.00%
Tax Rate	00.0%
Subtotal Weightings	Overall totals and subtotals are weighted by market value

Additional Information

Adjustable Rate Securities - YTM for ARMs and floaters assumes the coupon resets based on index levels implied by the static curve.

Projected Call Methodology - The method used to determine the call assumes a small internal margin to account for the "cost to call."

Municipals - For taxable institutions, the above tax rate detailed - along with TEFRA adjustments for BQs - is used to calculate TEY unless otherwise noted.

Original Face - If original face was not supplied, original face was estimated by dividing current face by current factor.

Dollar Amounts - Unless otherwise specified, dollar amounts are displayed in thousands (000s).

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City of Palmdale Successor - Flagship

Palmdale, CA

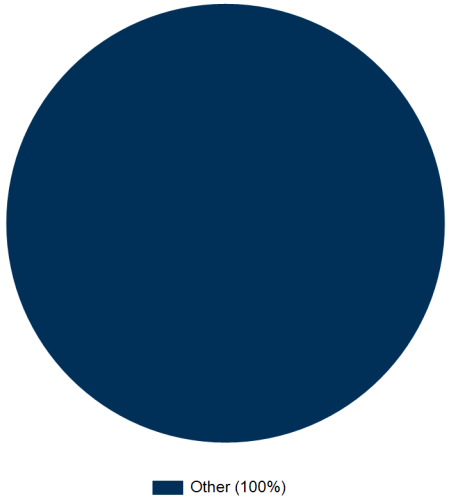
As of Date: 06/30/2025 | Pricing as of: 06/30/2025 | Date of Analysis: 07/10/2025



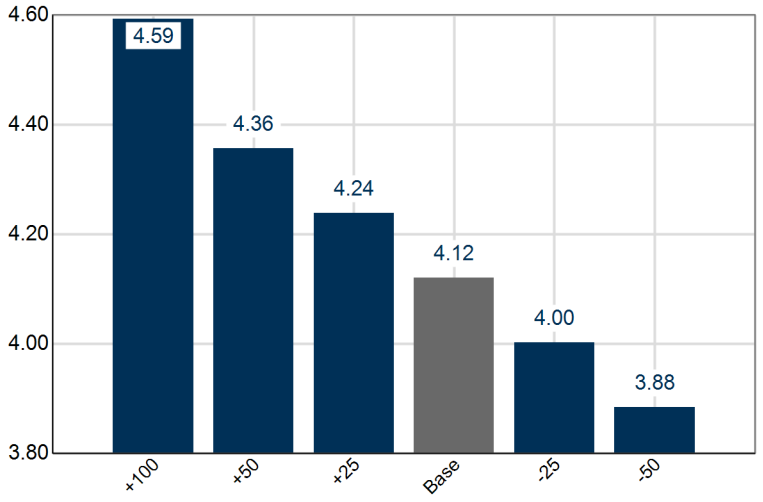
Portfolio Overview

Portfolio Attributes	
Curr. Face	3,900
Mkt. Value	3,900
Book Value	3,900
Est. Gain/Loss	0
Ave. Mkt. Price	100.00
Ave. Bk. Price	100.00
Eff. Dur.	0.08
Eff. Conv.	0.00
OAS	-350.8
Mkt YTP	0.78
Bk YTP	0.78
WAL	0.08
Line Items	1

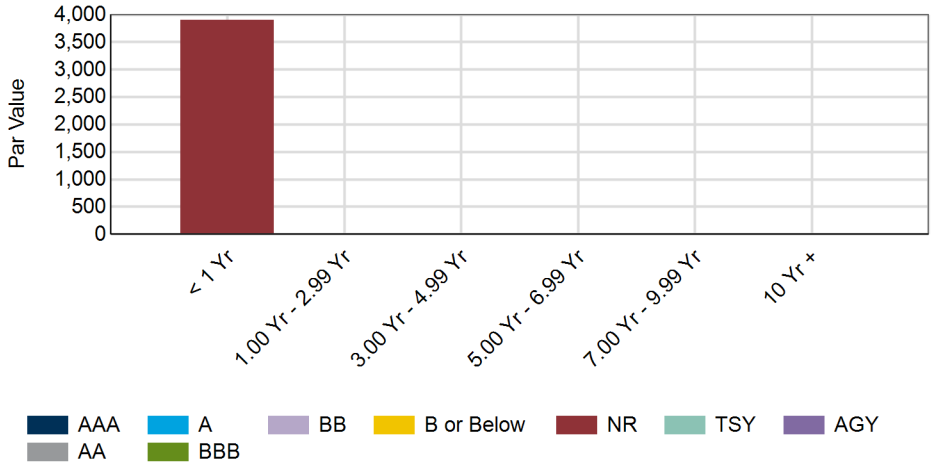
Sector Allocation



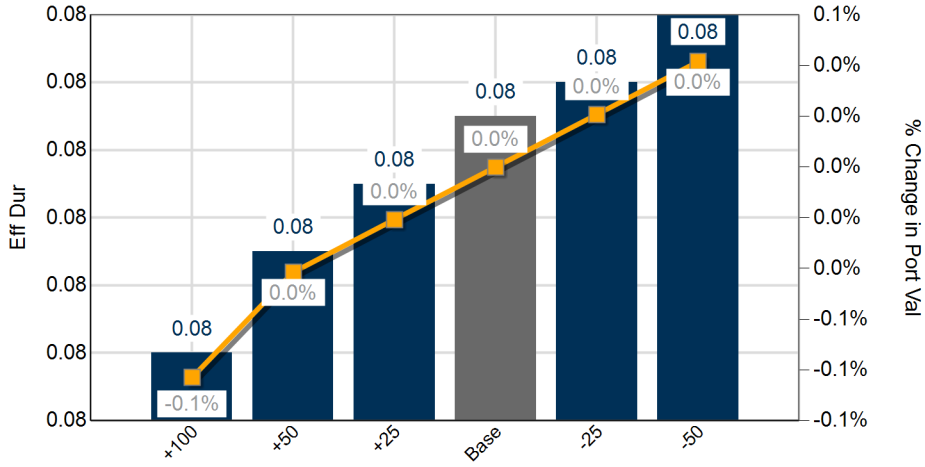
Projected TRR - 12 Mo Horizon



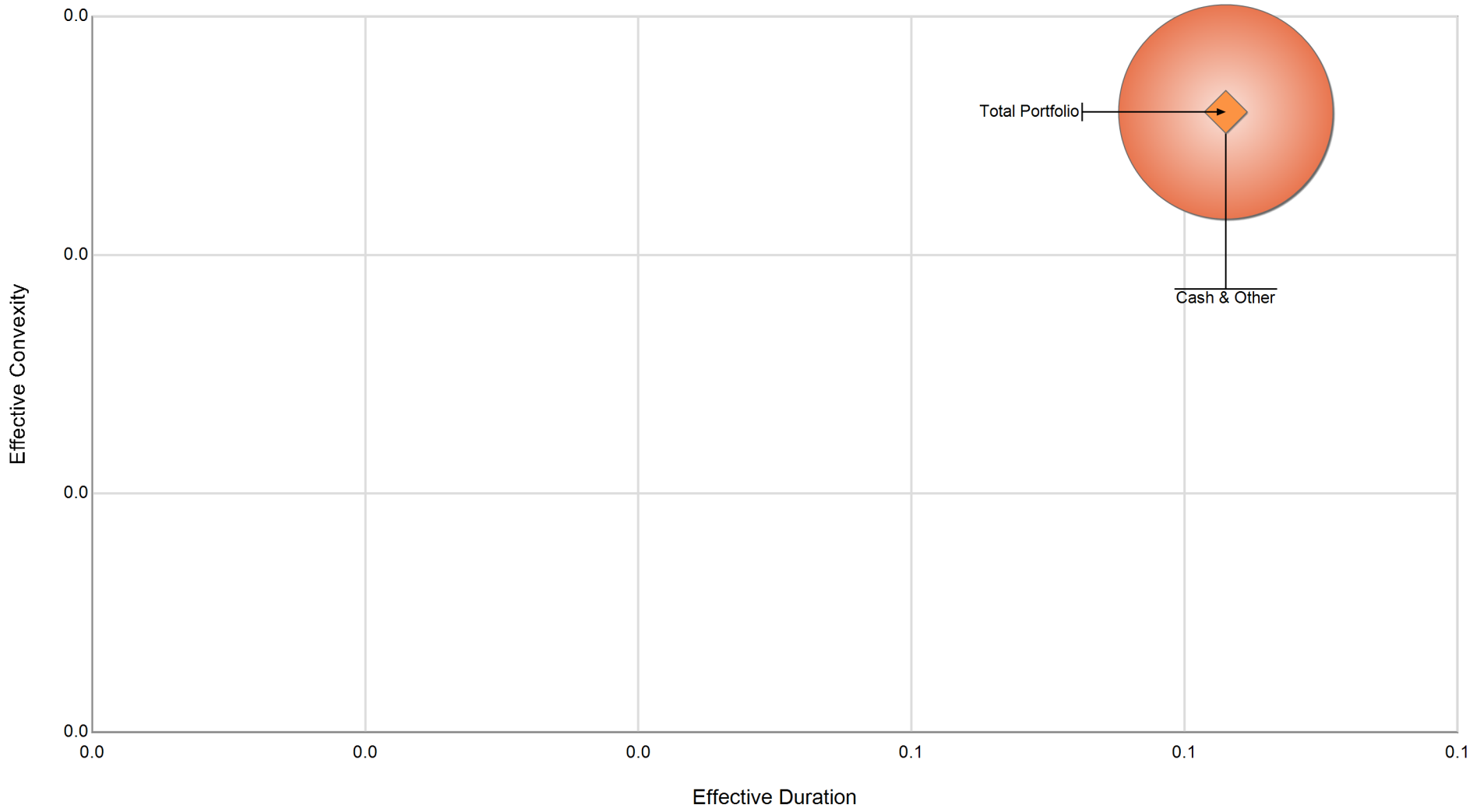
Combined Rating Distribution By Maturity



Pct. Chng in Port Val & Eff Dur (Inst. Rate Shock)



Duration / Convexity



Eff. Dur.	0.08
Eff. Conv.	0.00

Portfolio Sector Summary

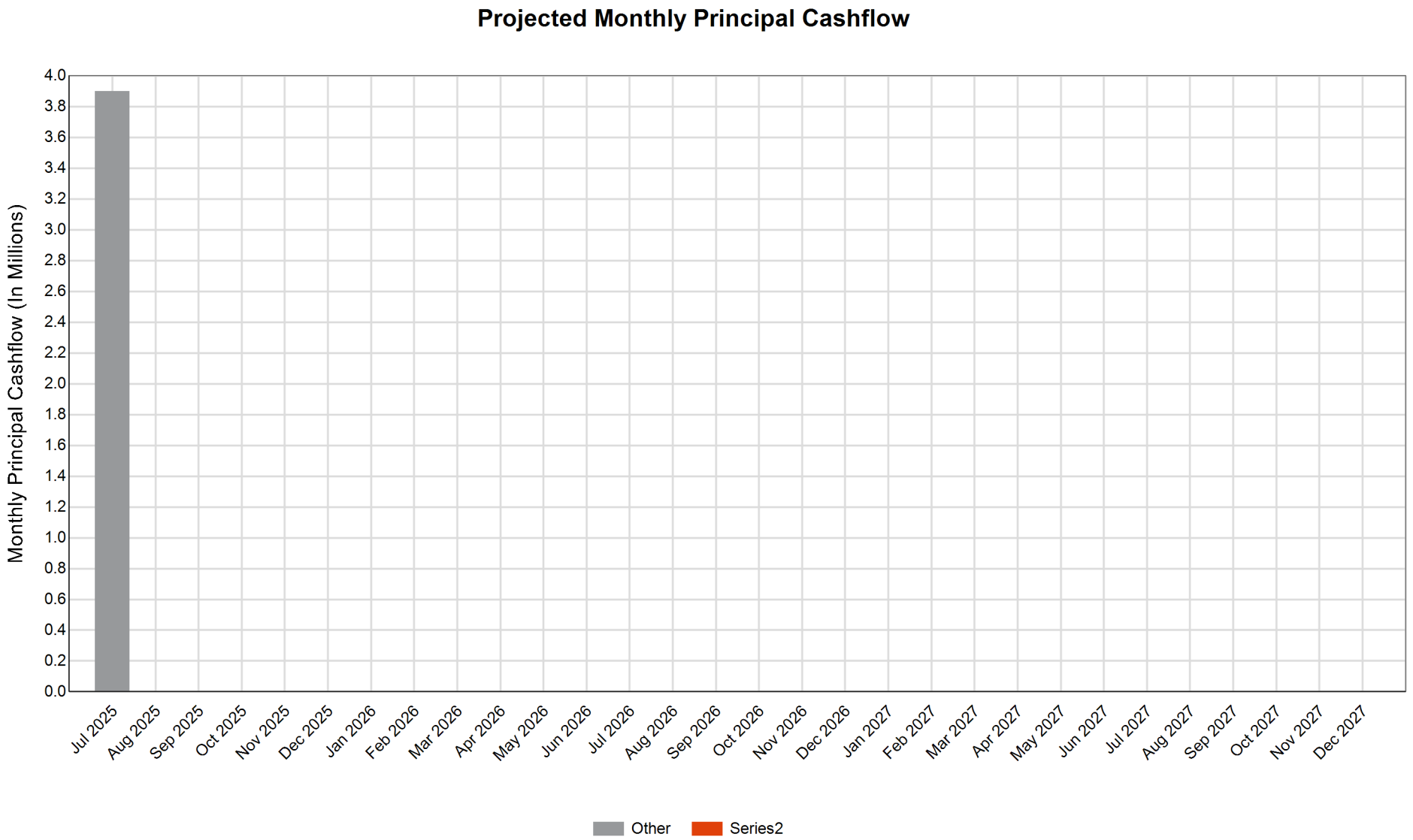
Sector	Par Value	Market Value	% Port	Book Price	Market Price	Est G/L	Eff Conv	Bk Yld	Mkt Yld	Eff Dur +50	Eff Dur Base	Eff Dur -50	% Δ in Price +50	% Δ in Price Base	% Δ in Price -50
Cash & Other	3,900	3,900	100.0%	100.00	100.00	0	0.00	0.78	0.78	0.08	0.08	0.08	0.0%	0	0.0%
Portfolio Totals	3,900	3,900	100.0%	100.00	100.00	0	0.00	0.78	0.78	0.08	0.08	0.08	0.0%	0	0.0%

Peer Group Comparison

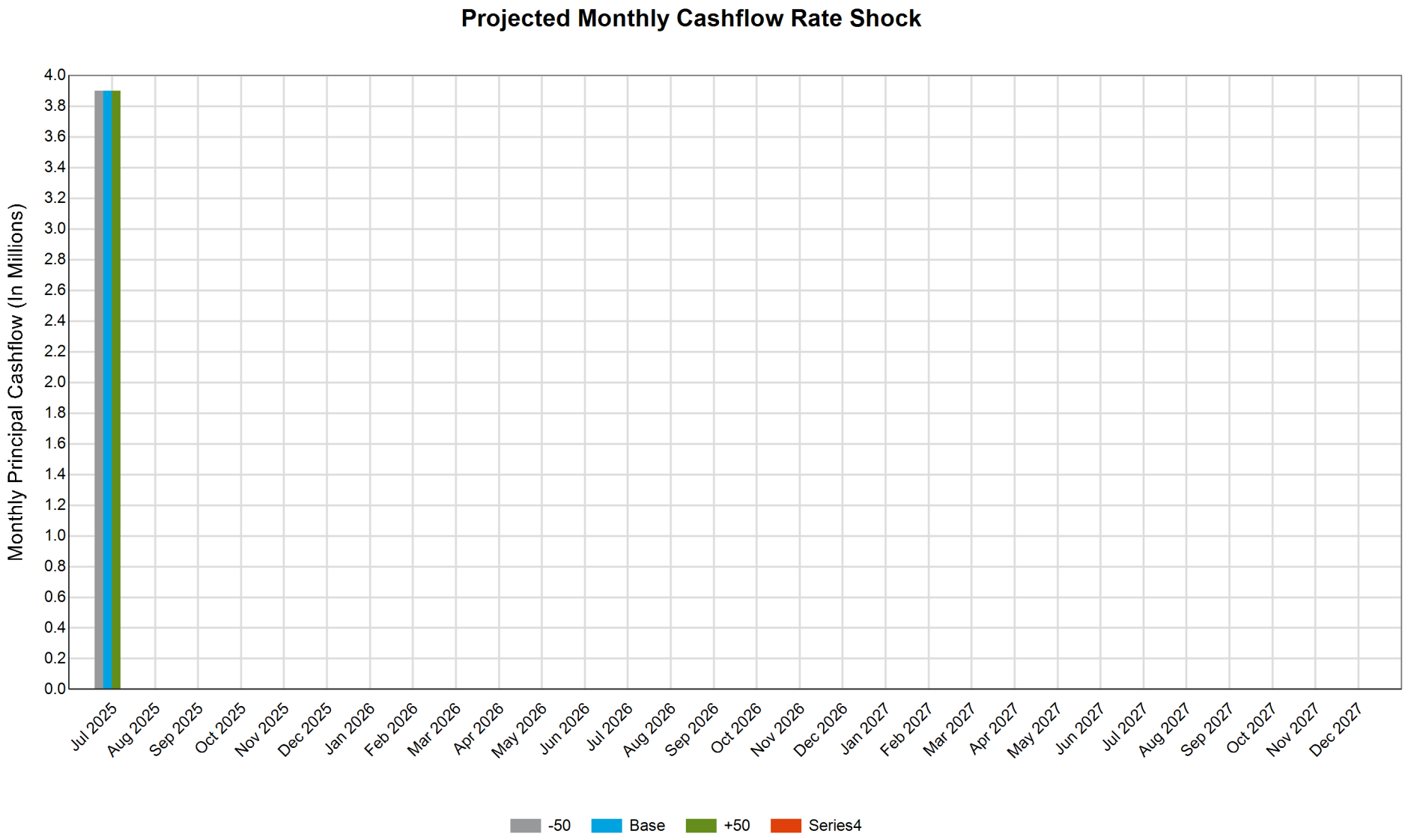
Peer	As of Date	Book Value	G/L %	Book Yield	Average Life Base	Average Life -50	Average Life +100	% Price Change -50	% Price Change +50	% Price Change +100	Effective Dur	Effective Cvx	UST Agy	Fix MBS	Fix ARM	Fix CMO	Flt CMO	Agy CMBS	Sm Bus.	Prv Label	Muni	Corp	CD	Other	% Fixed
1	06/25	3,692	-2.6	1.39	0.9		0.9			-0.8	0.8	0.0	93%	0%	0%	0%	0%	0%	0%	0%	0%	0%	7%	0%	100%
2	06/25	3,000	-0.1		0.9					0.0	1.0	-0.8	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
3	03/25	2,557	-7.1		4.6					0.0	4.0	-0.1	0%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
4	04/25	1,471	-0.2	4.28	0.8		1.1			-0.9	0.9	-0.1	27%	0%	0%	0%	0%	0%	0%	0%	47%	0%	25%	0%	100%
5	06/25	1,468	-0.6		2.3					0.0	0.4	-0.1	71%	0%	0%	0%	29%	0%	0%	0%	0%	0%	0%	0%	71%
6	04/25	1,000	0.1		1.7					0.0	1.7	-0.2	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
7	06/25	7,000	-3.6	0.94	1.2		1.2			-1.1	1.1	0.0	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
8	06/25	740	-2.7		1.9					0.0	1.9	-0.6	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
9	06/25	99	-2.7		4.1					0.0	1.0	-0.1	0%	16%	84%	0%	0%	0%	0%	0%	0%	0%	0%	0%	16%
10	06/25	7,709	-3.4	3.65	3.2		3.7			-2.7	2.6	-0.3	0%	11%	0%	30%	0%	0%	0%	0%	0%	0%	59%	0%	100%
11	06/25	17	-1.3		2.9					0.0	0.8	-0.4	0%	0%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
12	04/25	10,395	-9.3	3.47	7.4		8.2			-4.4	4.2	-0.3	4%	0%	0%	5%	17%	0%	0%	0%	68%	3%	5%	0%	83%
13	06/25	10,471	-1.5		1.4					0.0	1.1	-0.5	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	0%	0%	86%
14	03/25	13,075	-1.5	1.57	1.6		1.6			-1.4	1.5	0.0	0%	0%	0%	0%	0%	0%	0%	0%	42%	30%	29%	0%	100%
15	06/25	14,623	-3.0		1.0					0.0	0.9	0.0	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
16	04/25	15,000	-0.2		0.7					0.0	0.8	-0.4	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
17	04/25	17,386	0.4	4.39	1.2		1.6			-1.3	1.2	-0.1	42%	0%	0%	0%	0%	0%	0%	0%	0%	0%	58%	0%	100%
18	06/25	17,458	-7.0		4.2					0.0	3.7	0.0	13%	41%	0%	0%	0%	0%	41%	0%	0%	0%	6%	0%	100%
19	03/25	17,884	0.4	4.47	1.4		1.8			-1.4	1.3	-0.1	34%	0%	0%	0%	0%	0%	0%	0%	0%	0%	66%	0%	100%
20	04/25	19,268	-0.3	3.72	1.6		1.8			-1.6	1.6	-0.1	51%	0%	0%	0%	0%	0%	0%	0%	19%	30%	0%	0%	100%
21	03/25	20,012	-1.7	2.40	1.7		2.0			-1.4	1.3	-0.2	75%	0%	0%	0%	0%	0%	0%	0%	0%	0%	25%	0%	100%
22	05/25	23,192	-2.3	1.84	1.5		1.5			-1.4	1.4	0.0	47%	0%	0%	0%	0%	14%	0%	0%	0%	0%	38%	0%	100%
23	03/25	24,570	-1.6	3.08	2.0		2.1			-1.8	1.8	0.0	26%	0%	0%	0%	0%	12%	0%	0%	16%	6%	39%	0%	100%
24	03/25	25,000	0.0	4.40	0.6		1.6			-1.0	0.8	-0.4	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
25	06/25	27,049	-9.6		4.8		14.1			0.0	3.9	-0.1	23%	34%	5%	5%	0%	16%	2%	0%	15%	0%	0%	0%	95%
Avg		11,365	-2.5	3.05	2.2		3.1			-0.9	1.7	-0.2	48%	8%	8%	2%	2%	2%	2%	0%	8%	7%	14%	0%	90%
Port	06/25	3,900	0.0	0.78	0.1	0.1	0.1	0.0	0.0	-0.1	0.1	0.0	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%
Diff		-7,466	2.5	-2.26	-2.1		-3.0			0.8	-1.6	0.2	-48%	-8%	-8%	-2%	-2%	-2%	-2%	0%	-8%	-7%	-14%	100%	10%

* Peer group includes Public Entitys that have received portfolio analysis from Stifel in the last three months with the closest portfolio book values.

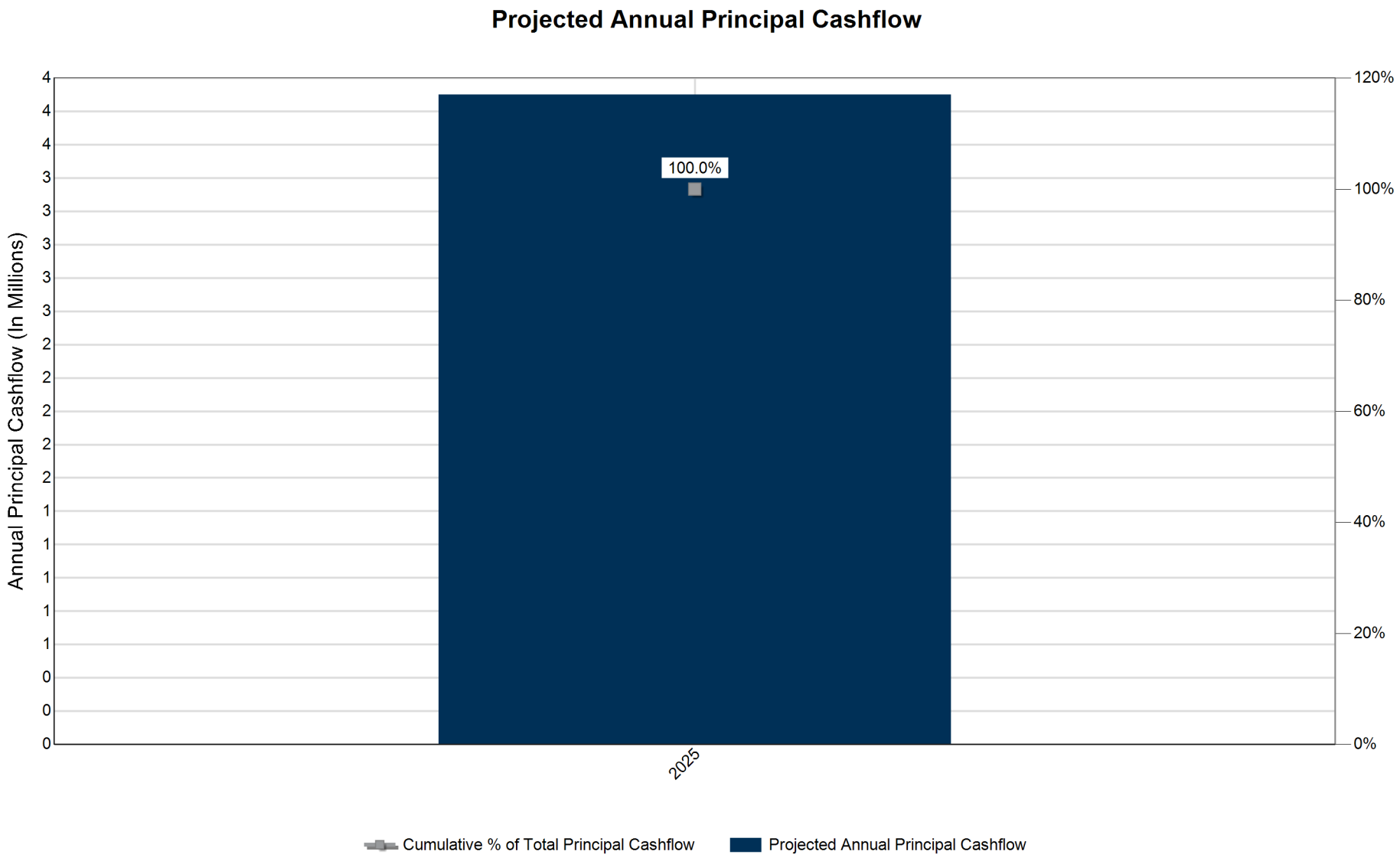
Monthly Cashflow Profile - Next 30 Months



Monthly Cashflow Rate Shock - Next 30 Months

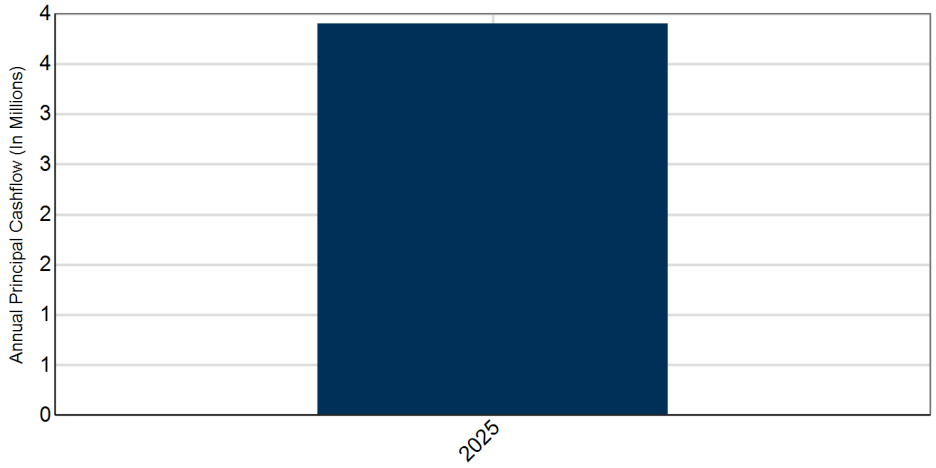


Annual Cashflow Profile

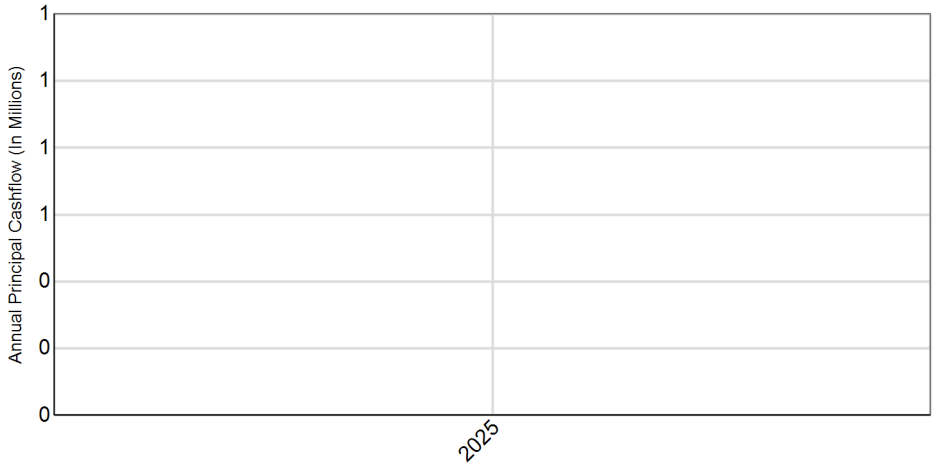


Annual Cashflow Rate Shock

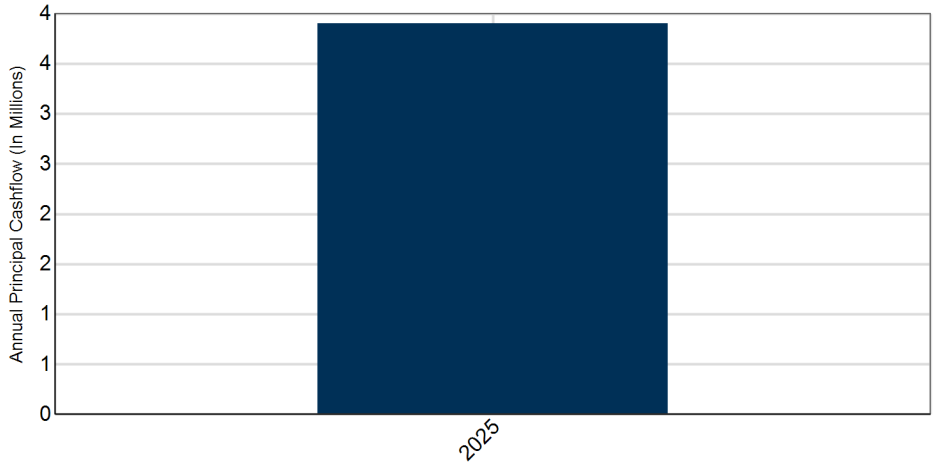
Projected Annual Principal Cashflow +50



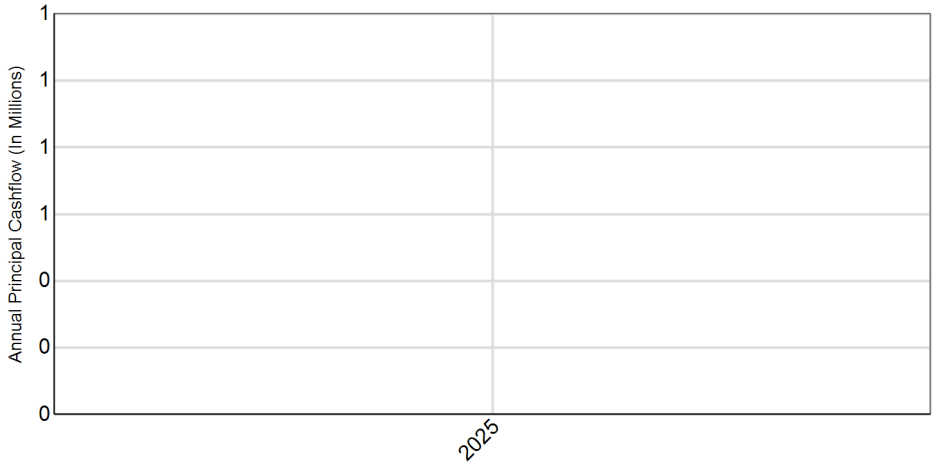
Change in Annual Principal Cashflow +50



Projected Annual Principal Cashflow -50



Change in Annual Principal Cashflow -50



5-Year Quarterly Principal Cash Flow Projections

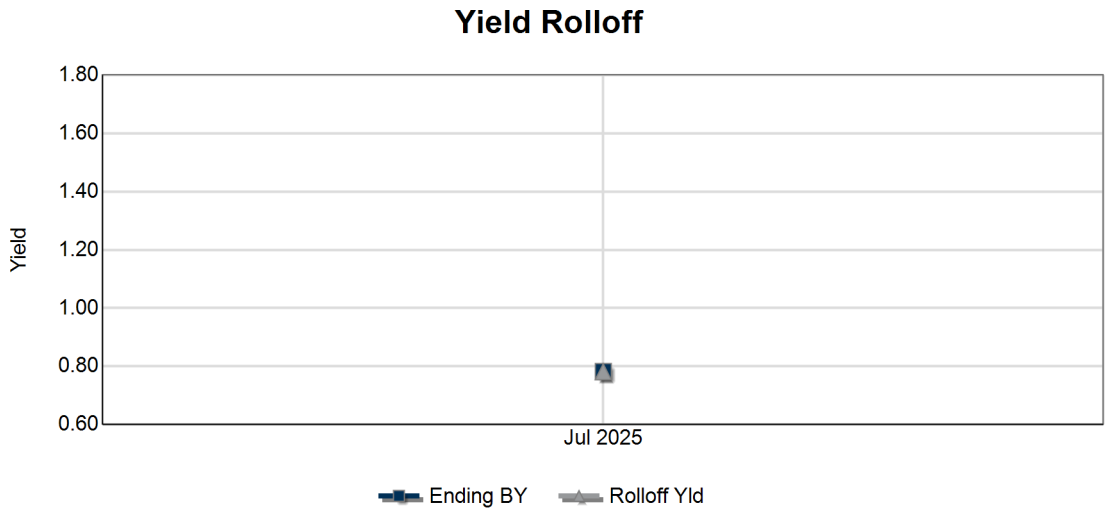
12-Month Principal Cash Flow Projections							Percentage of Total Cash Flow Projections					
Period	+100	+50	+25	Base	-25	-50	+100	+50	+25	Base	-25	-50
Jul 25	3.9	3.9	3.9	3.9	3.9	3.9	100%	100%	100%	100%	100%	100%

5-Year Quarterly Principal Cash Flow Projections							Percentage of Total Cash Flow Projections					
Period	+100	+50	+25	Base	-25	-50	+100	+50	+25	Base	-25	-50
3Q25	3.9	3.9	3.9	3.9	3.9	3.9	100%	100%	100%	100%	100%	100%

In Millions

Cash Flow and Rolloff Yield - Next 12 Months

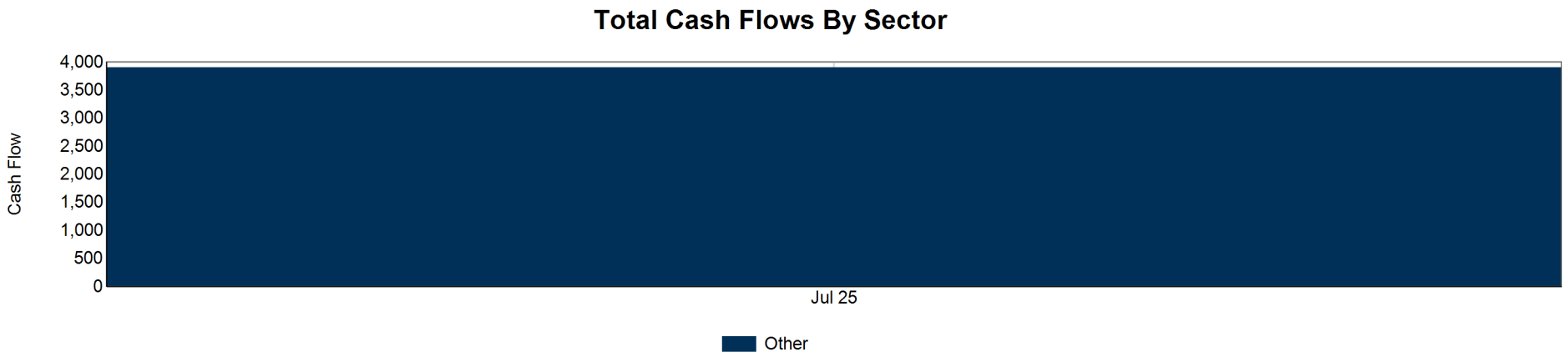
Yield Rolloff				
Month	Begin BY	Principal CF	Rolloff Yld	Ending BY
Jul 2025	0.78	3,900	0.78	



Shocked Principal and Interest Cash Flow Analysis							
Year	Mod Up Stp	+100	+50	+25	-25	-50	Mod Dn Flt
Jul 2025	3,902	3,902	3,902	3,902	3,902	3,902	3,902

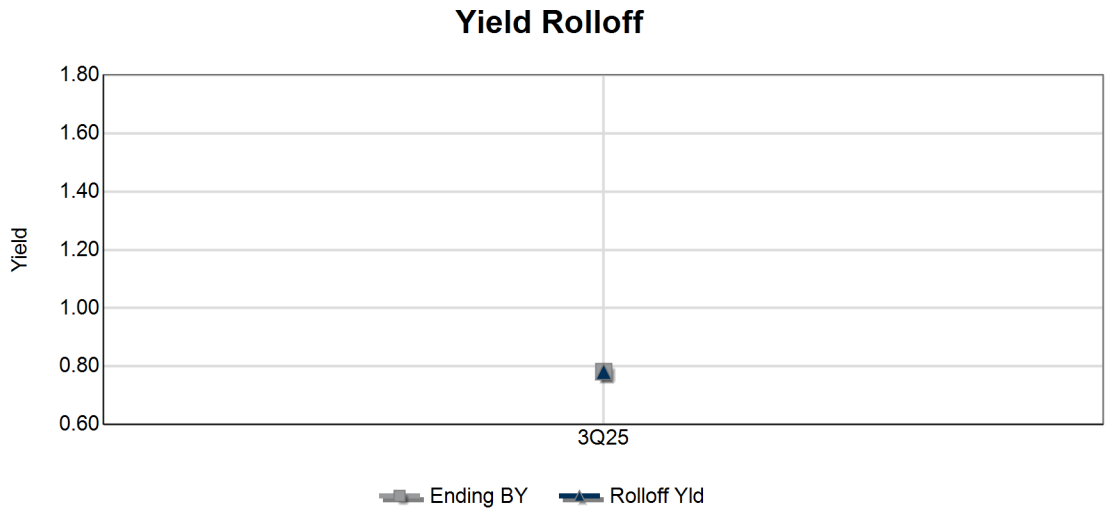
Sector Cash Flow - Next 12 Months

		Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26	Jun 26	Bk Yld Chg
Other	Cash Flow	3,902												
	End BY													
Total	Cash Flow	3,902												
	End BY													



Cash Flow and Rolloff Yield - Next 3 Years

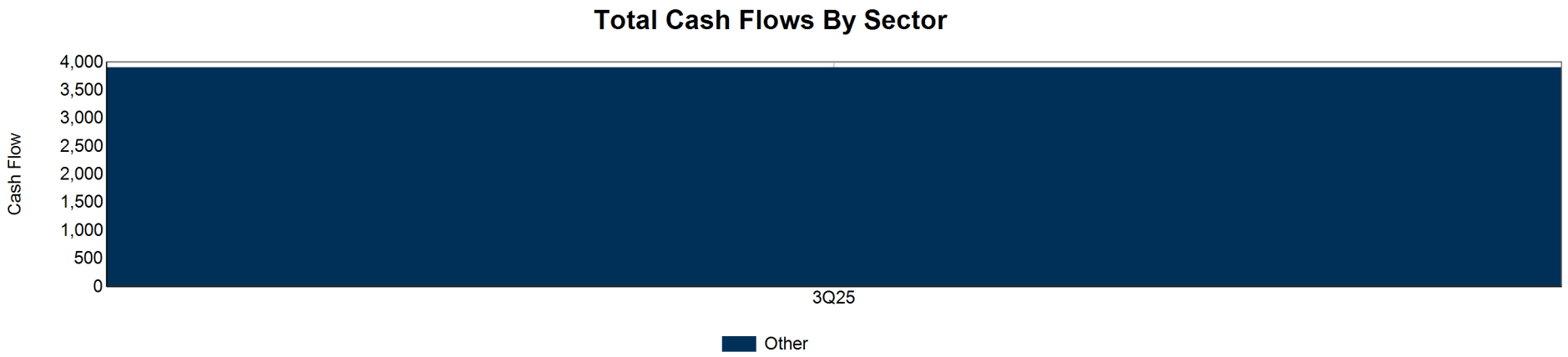
Yield Rolloff				
Quarter	Begin BY	Principal CF	Rolloff Yld	Ending BY
3Q25	0.78	3,900	0.78	



Shocked Principal and Interest Cash Flow Analysis							
Quarter	Mod Up Stp	+100	+50	+25	-25	-50	Mod Dn Flt
3Q25	3,902	3,902	3,902	3,902	3,902	3,902	3,902

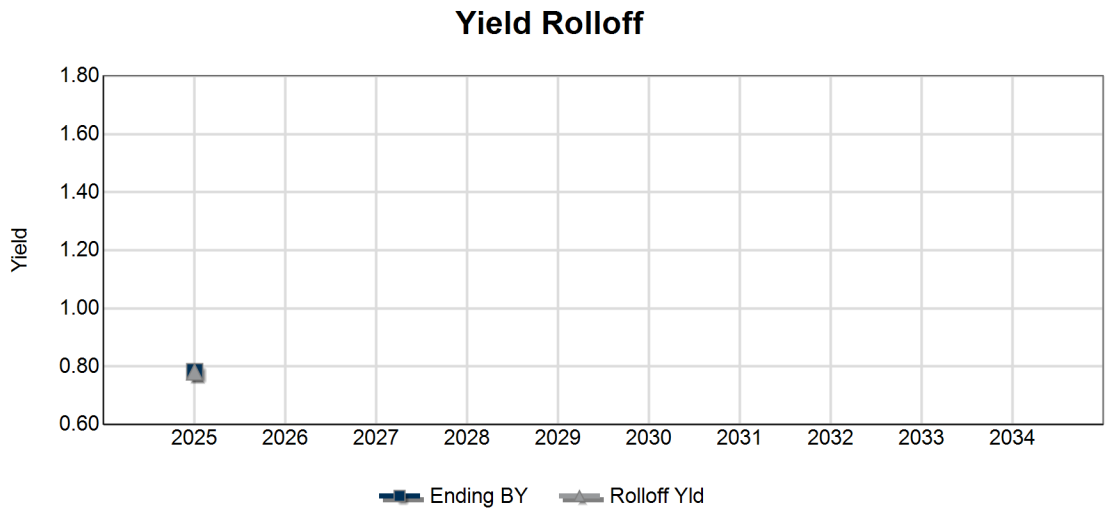
Sector Cash Flow - Next 3 Years

		3Q25	4Q25	1Q26	2Q26	3Q26	4Q26	1Q27	2Q27	3Q27	4Q27	1Q28	2Q28	Bk Yld Chg
Other	Cash Flow	3,902												
	End BY													
Total	Cash Flow	3,902												
	End BY													



Cash Flow and Rolloff Yield - Next 10 Years

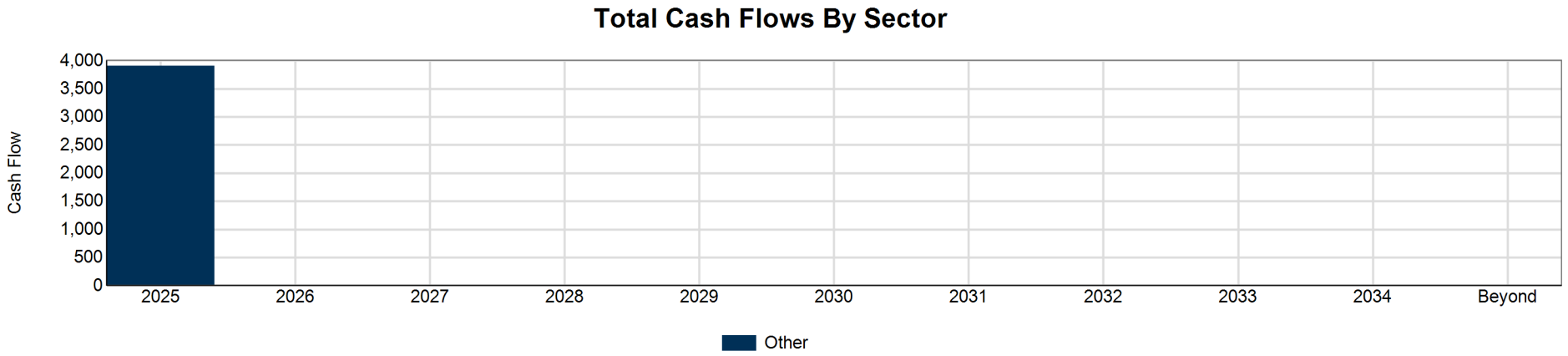
Yield Rolloff				
Year	Begin BY	Principal CF	Rolloff Yld	Ending BY
2025	0.78	3,900	0.78	
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				



Shocked Principal and Interest Cash Flow Analysis							
Year	Mod Up Stp	+100	+50	+25	-25	-50	Mod Dn Flt
2025	3,902	3,902	3,902	3,902	3,902	3,902	3,902

Sector Cash Flow - Next 10 Years

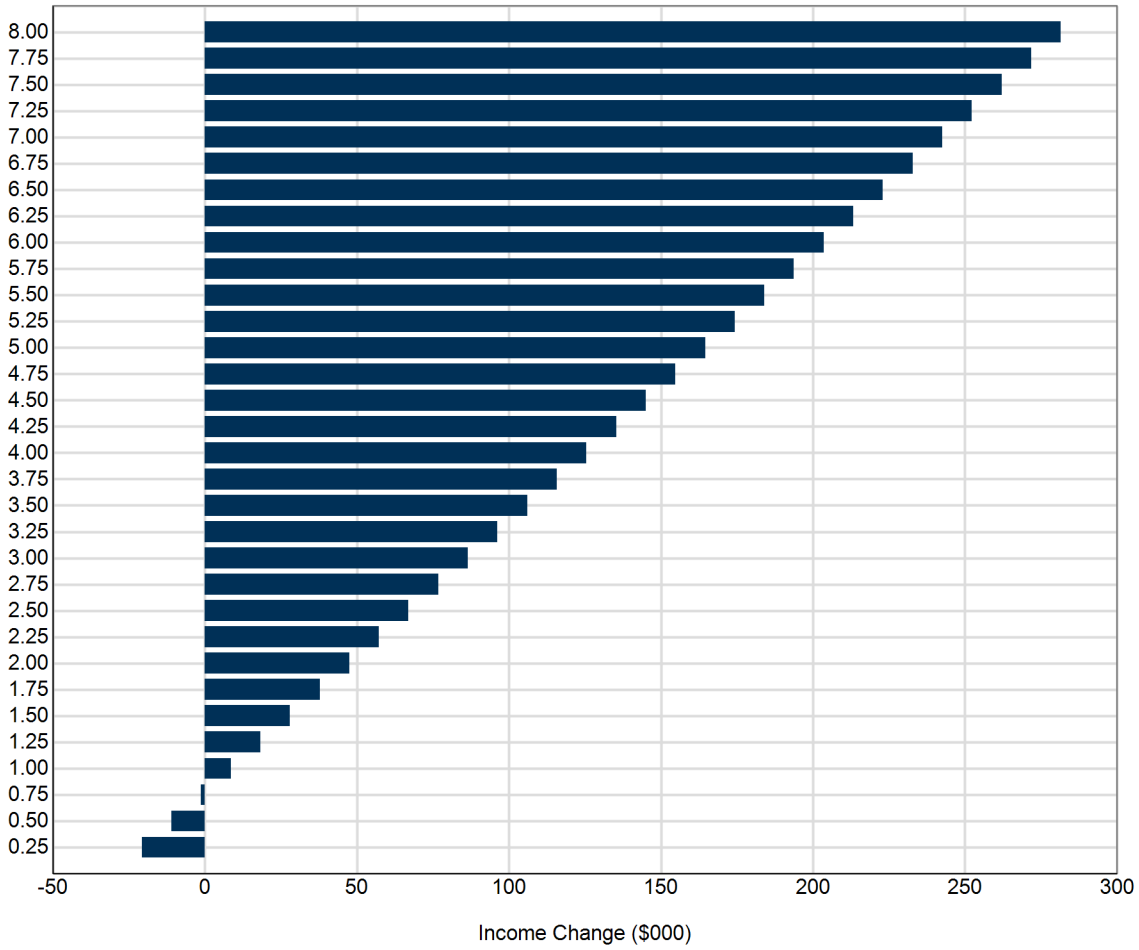
		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Bk Yld Chg
Other	Cash Flow	3,902										
	End BY											
Total	Cash Flow	3,902										
	End BY											



Gap Analysis - Potential Income Impact of Principal Reinvestment

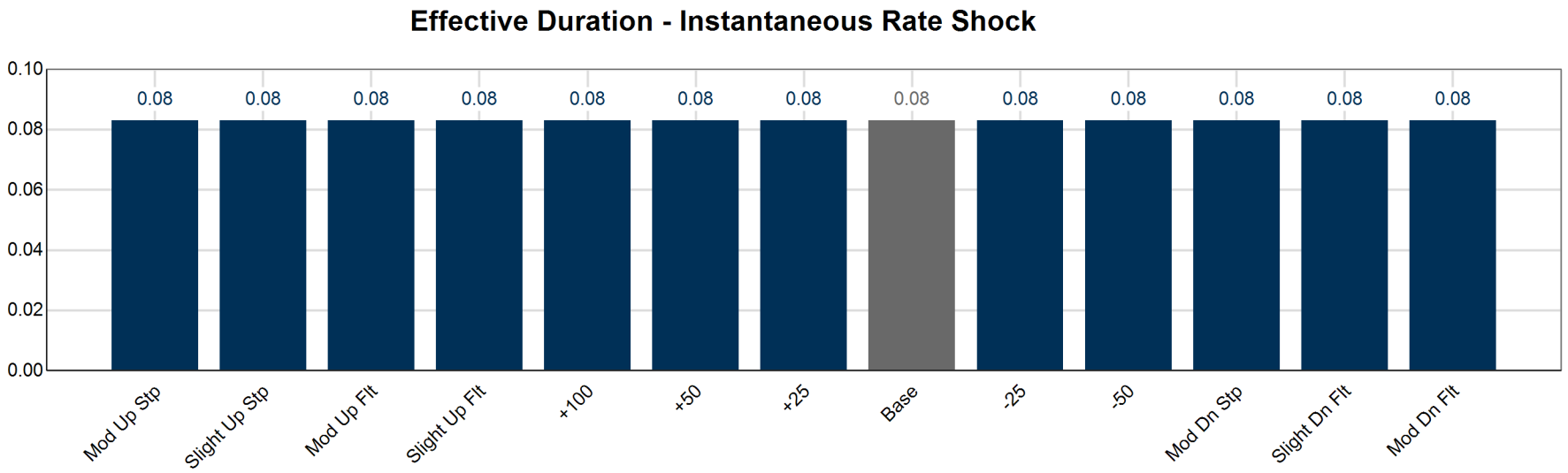
Principal Maturing(12 Mo.Horizon): $3,900
Current Book Yield of Principal Maturing: 0.78%
Est. Annual Income at Current Book Yield: $30

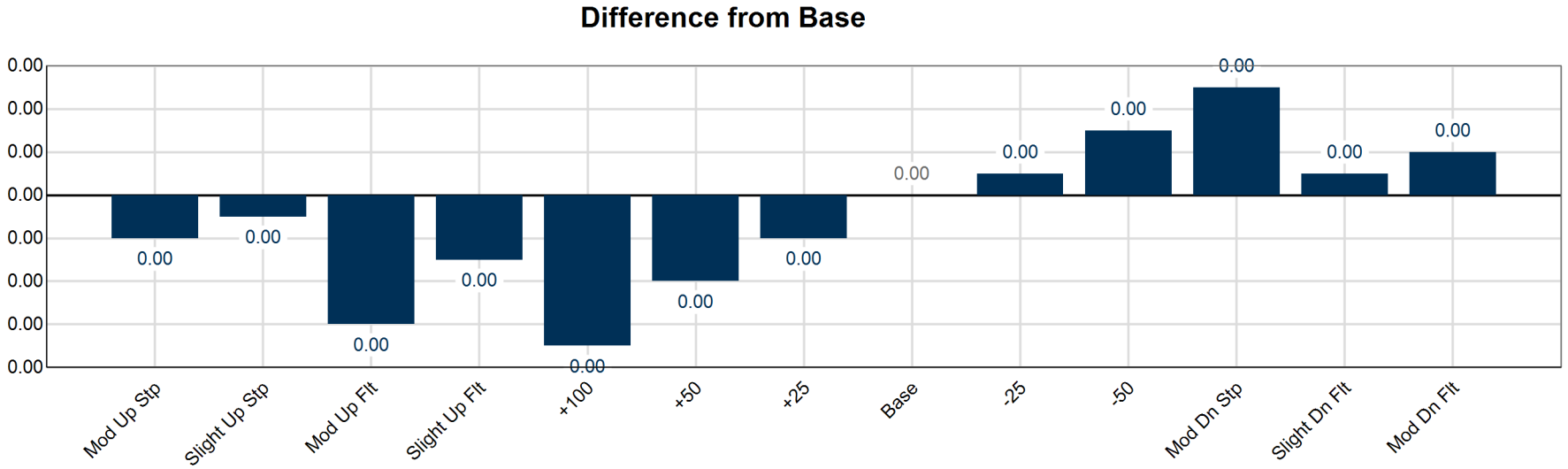
Estimated Impact on Income at Various Reinvestment Yields



Assumed Reinvestment Yield	Estimated Annualized Income	Income Difference from Current Book	Resulting Book Yield
0.25	10	-21	0.25
0.50	19	-11	0.50
0.75	29	-1	0.75
1.00	39	9	1.00
1.25	49	18	1.25
1.50	58	28	1.50
1.75	68	38	1.75
2.00	78	48	2.00
2.25	88	57	2.25
2.50	97	67	2.50
2.75	107	77	2.75
3.00	117	87	3.00
3.25	127	96	3.25
3.50	136	106	3.50
3.75	146	116	3.75
4.00	156	126	4.00
4.25	166	135	4.25
4.50	175	145	4.50
4.75	185	155	4.75
5.00	195	165	5.00
5.25	205	174	5.25
5.50	214	184	5.50
5.75	224	194	5.75
6.00	234	204	6.00
6.25	244	213	6.25
6.50	253	223	6.50
6.75	263	233	6.75
7.00	273	243	7.00
7.25	283	252	7.25
7.50	292	262	7.50
7.75	302	272	7.75
8.00	312	282	8.00

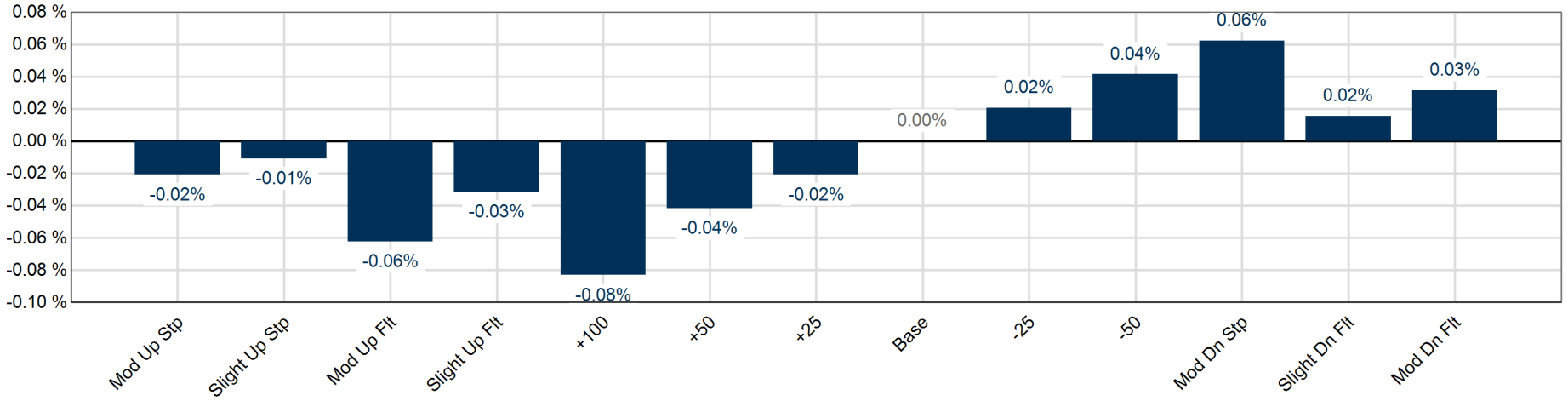
Effective Duration - Instantaneous Rate Shock



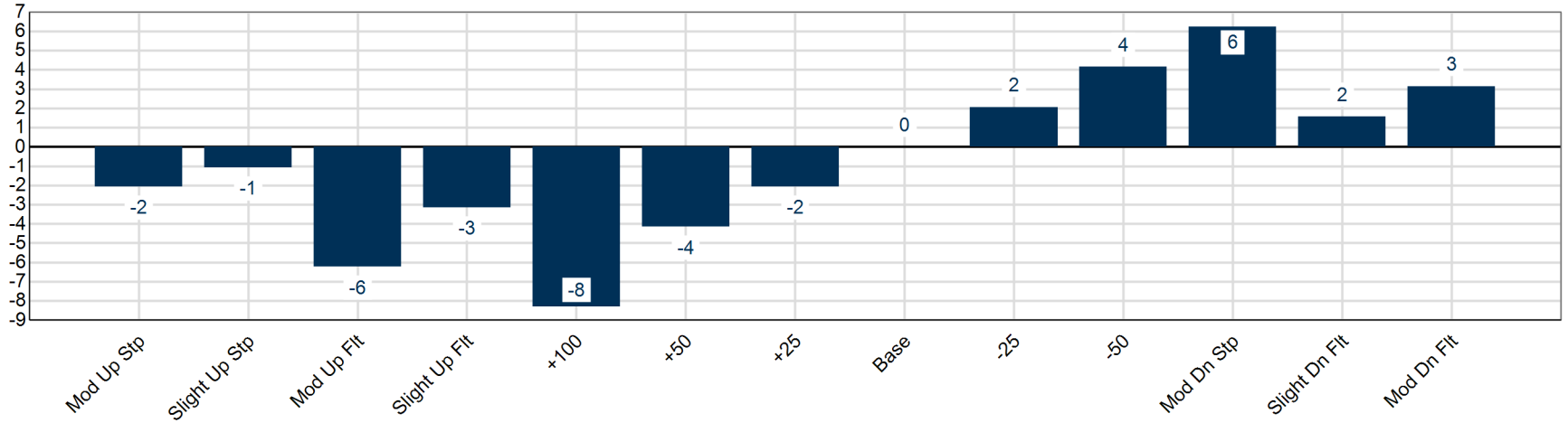


% Px Chng - Instantaneous Rate Shock

Percentage Price Change - Instantaneous Rate Shock

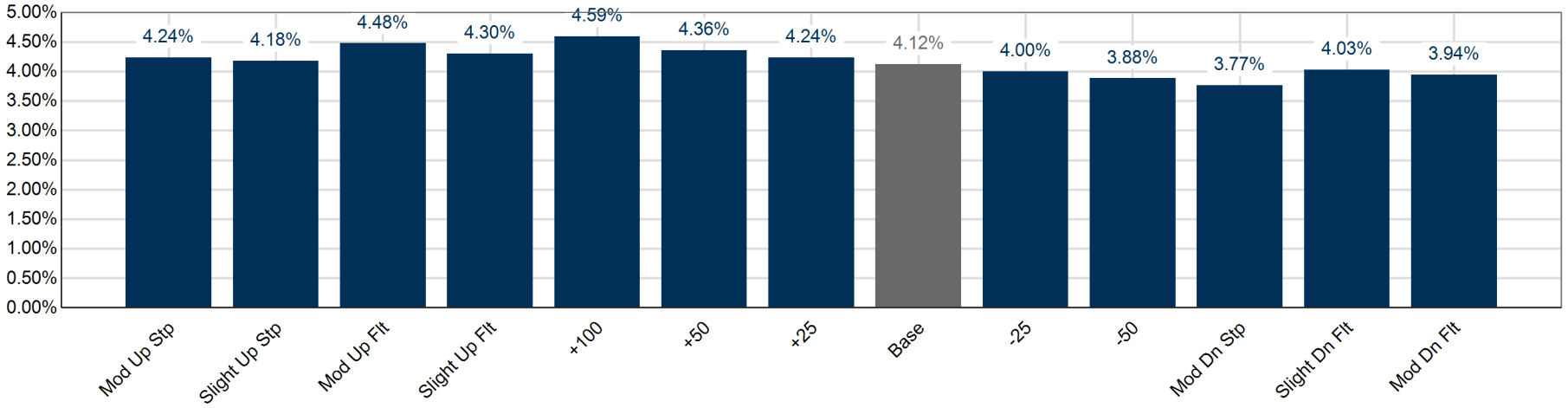


Difference from Base (bps)

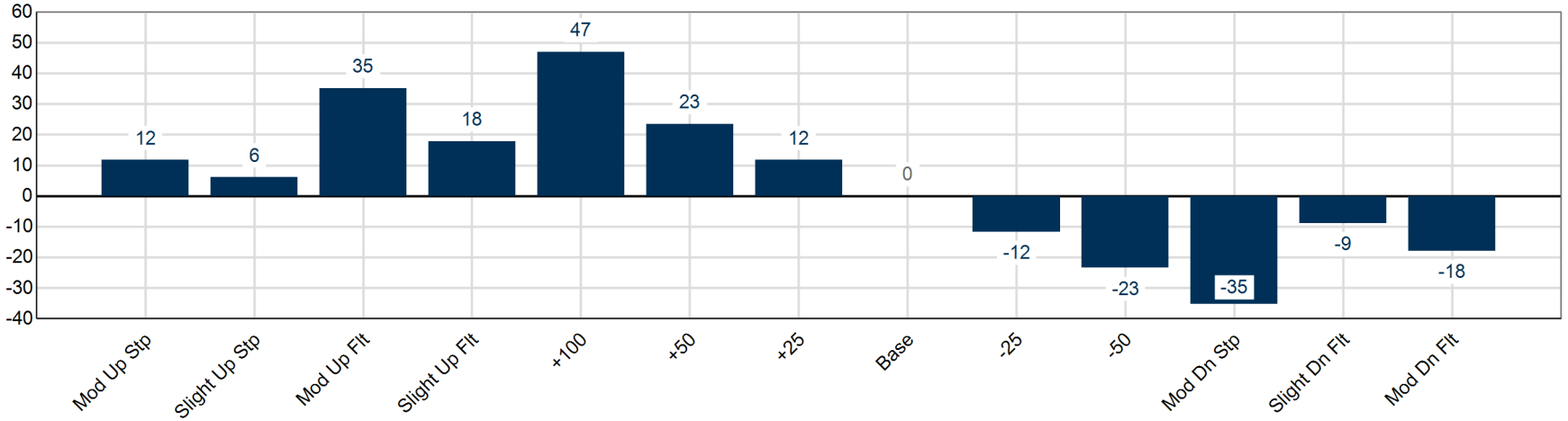


Total Returns - 12mo Horizon

Total Returns Comparison - 12 Mo. Horizon

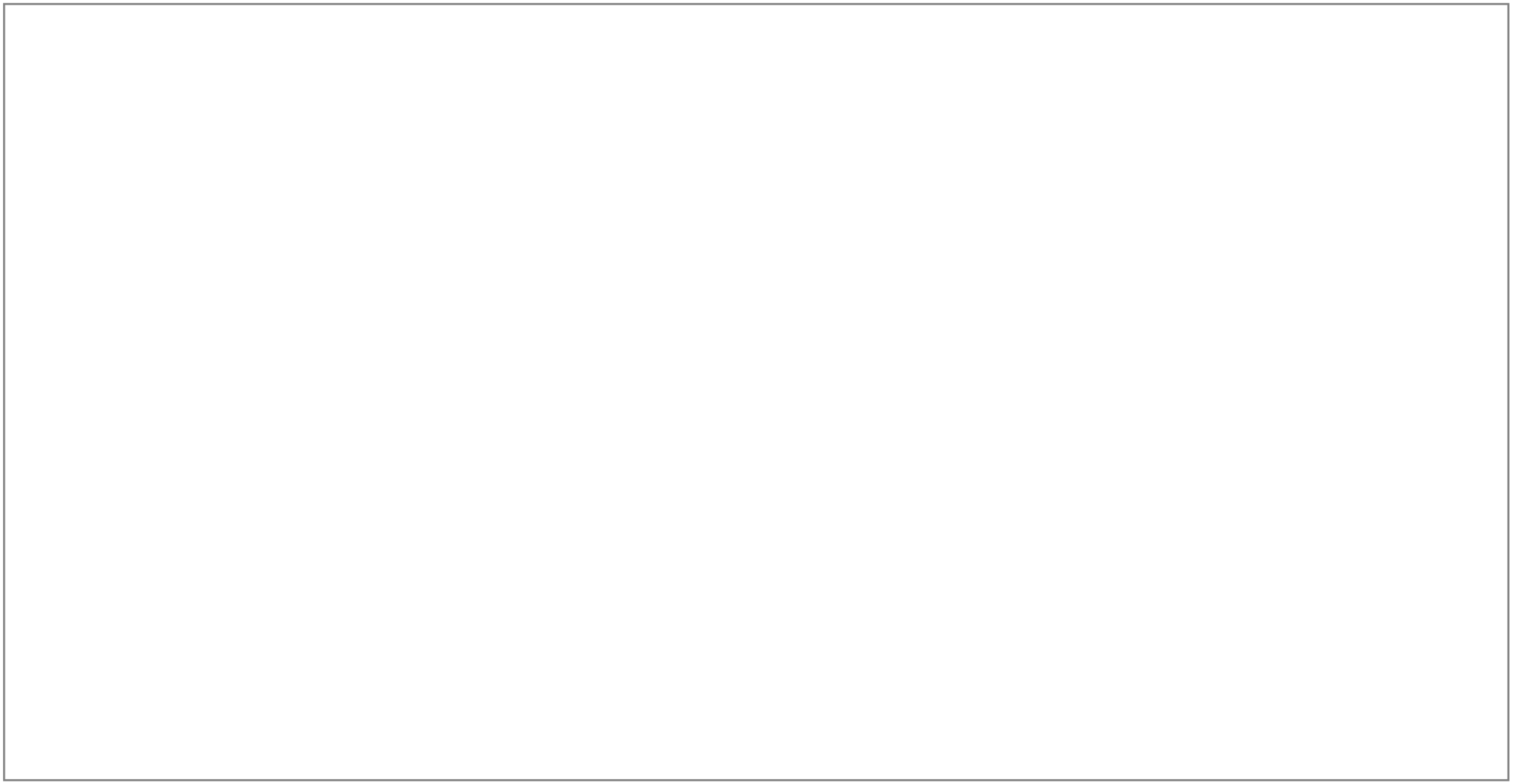


Difference from Base (bps)



Book Yield / Duration

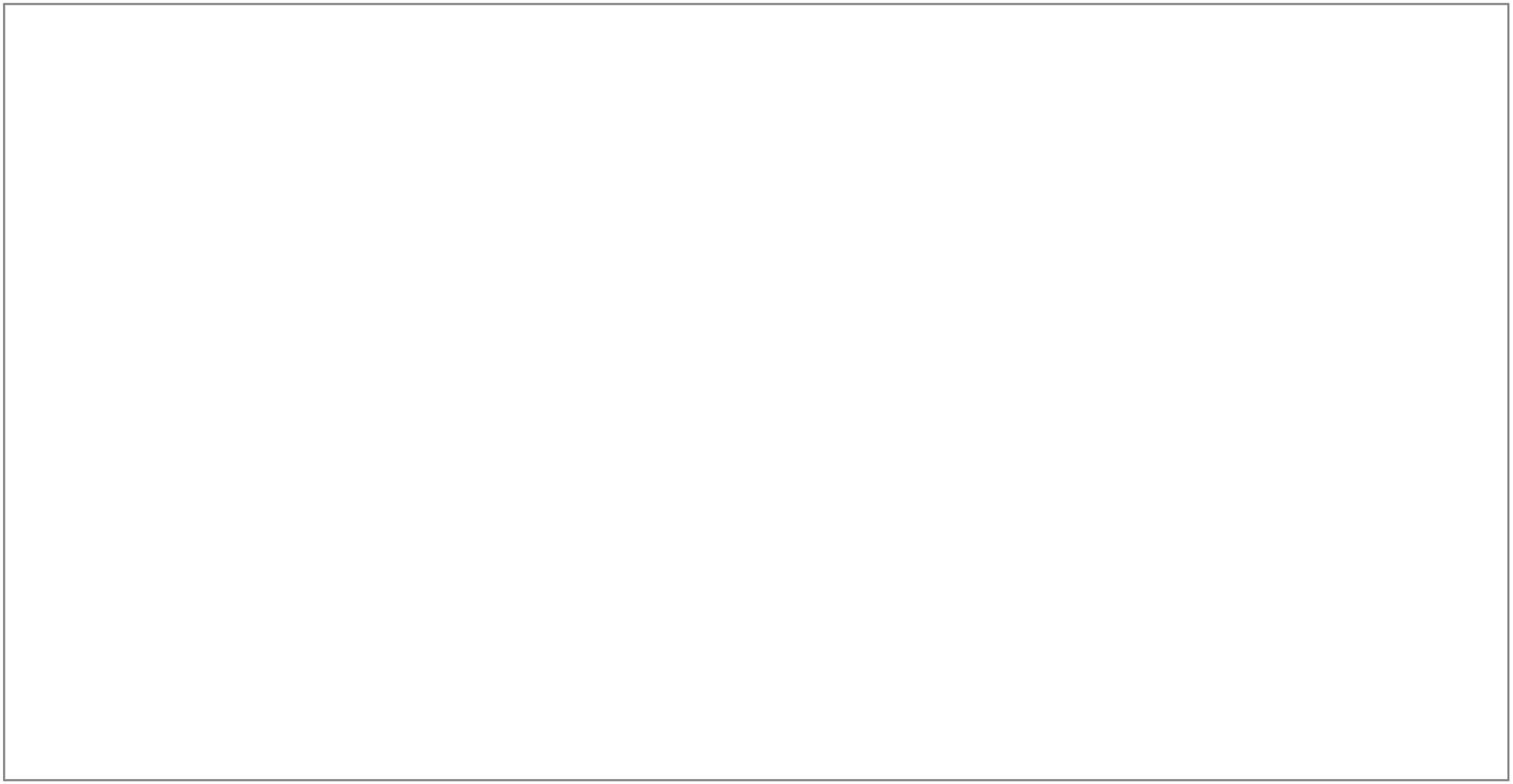
No securities with par > 1 million



*Only securities >=$1mm shown

Market Yield / Duration

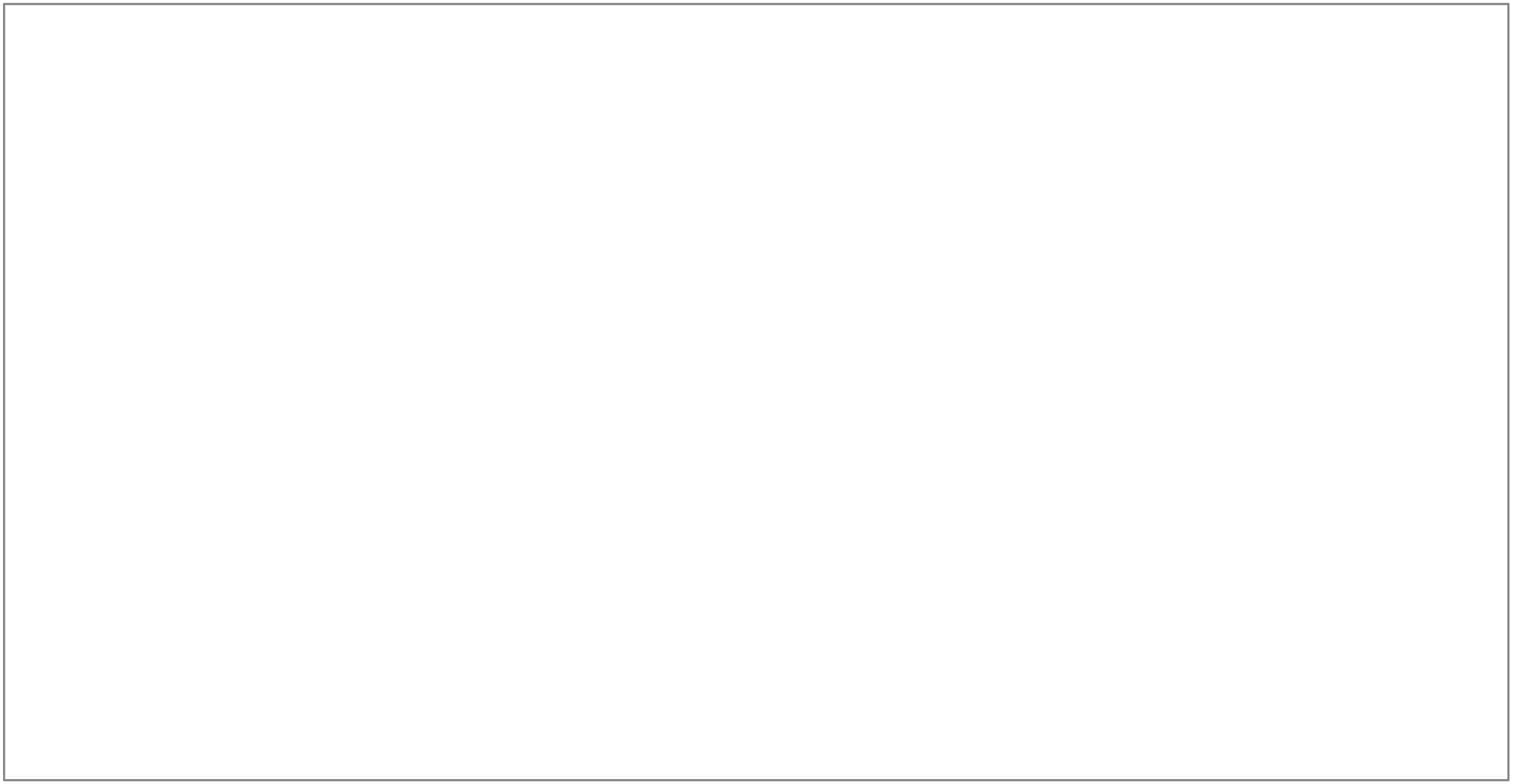
No securities with par > 1 million



*Only securities >=$1mm shown

Total Return / Duration

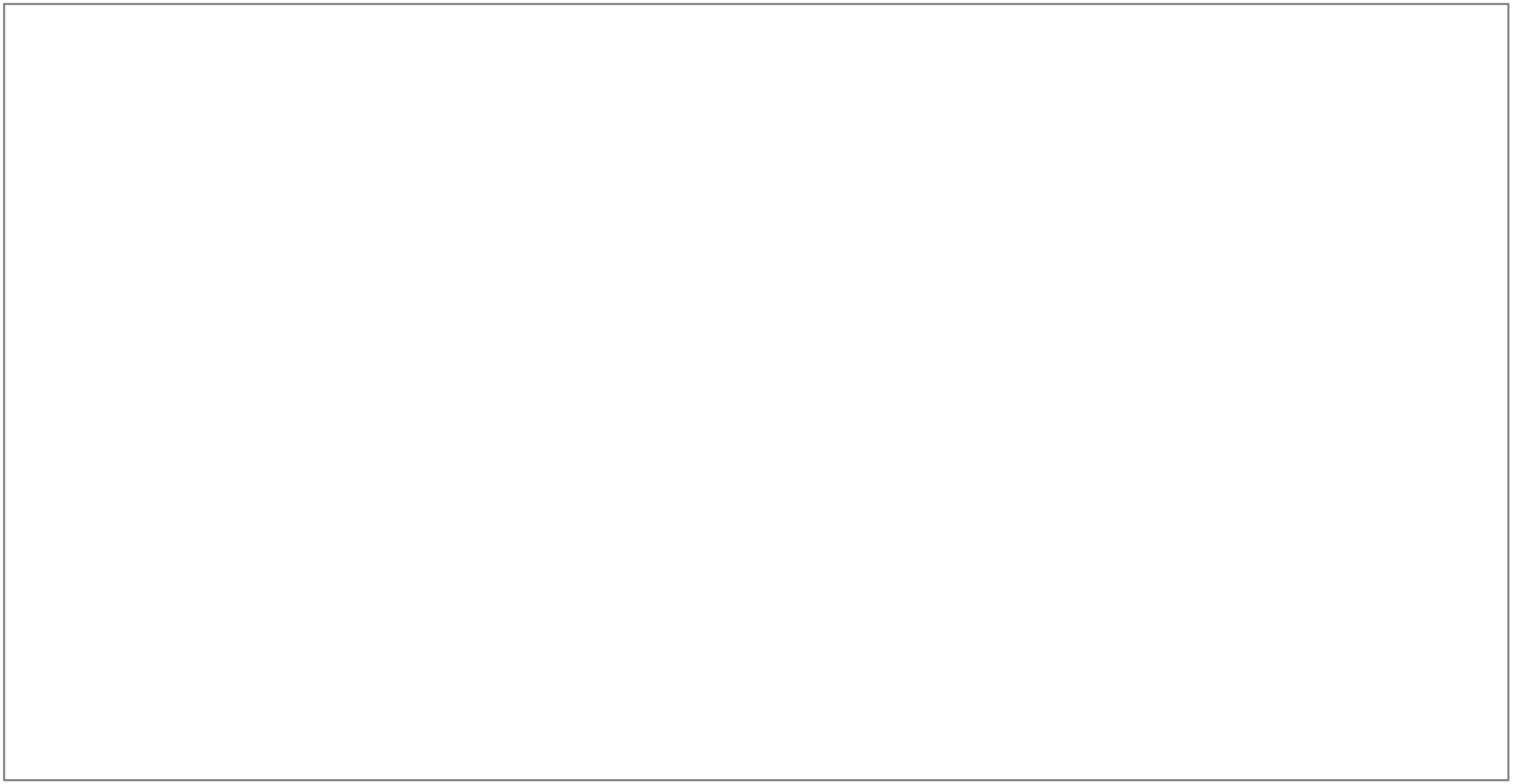
No securities with par > 1 million



*Only securities >=$1mm shown

OAS / Duration

No securities with par > 1 million



*Only securities >=$1mm shown

CD Option - Adjusted Analysis

Bond ID #	CUSIP	Security Description	Ticker	Cpn	Maturity Date	Opt Call	Cpn Type	Industry Sector	Par Value	Book Price	Mkt Price	Book Yield	Market Yield	WAL	Eff Dur	Eff Conv

Book Yield Table - Instantaneous Rate Shock

						Projected Call Date - Instantaneous Rate Shock						Book Yield Table - Instantaneous Rate Shock					
Bond ID #	CUSIP	Security Description	Original Structure	Par Value	Book Price	+100	+50	+25	Base	-25	-50	+100	+50	+25	Base	-25	-50
1	PLMDLLA1F	STATE OF		3,900	100.00	7/30/25	7/30/25	7/30/25	7/30/25	7/30/25	7/30/25	0.78	0.78	0.78	0.78	0.78	0.78
				3,900	100.00							0.78	0.78	0.78	0.78	0.78	0.78

Market Yield Table - Instantaneous Rate Shock

Bond ID #	CUSIP	Security Description	Original Structure	Par Value	Mkt Price	Projected Call Date - Instantaneous Rate Shock						Market Yield Table - Instantaneous Rate Shock					
						+100	+50	+25	Base	-25	-50	+100	+50	+25	Base	-25	-50
1	PLMDLLA1F	STATE OF		3,900	100.00	7/30/25	7/30/25	7/30/25	7/30/25	7/30/25	7/30/25	0.78	0.78	0.78	0.78	0.78	0.78
				3,900	100.00							0.78	0.78	0.78	0.78	0.78	0.78

Percentage Price Change / 12 Month Total Return

						Price Change - Instantaneous Rate Shock						Projected TRR - 12mo. Horizon					
Bond ID #	CUSIP	Security Description	Original Structure	Par Value	Mkt Price	+100	+50	+25	Base	-25	-50	+100	+50	+25	Base	-25	-50
1	PLMDLLA1F	STATE OF CALIFOR		3,900	100.00	-0.08	-0.04	-0.02	0.00	0.02	0.04	4.59	4.36	4.24	4.12	4.00	3.88
				3,900	100.00	-0.08	-0.04	-0.02	0.00	0.02	0.04	4.59	4.36	4.24	4.12	4.00	3.88

Portfolio Changes

New Securities 6/2022-6/2025

CUSIP	Sector	Security Description	Maturity	Coupon	Original Face	Book Price	Intent
PLMDLLA1F	Other	STATE OF CALIFORNIA LOCAL AGENCY INV	07/30/2025	0.78	3,899,819	100.00	AFS

Securities Sold/Redeemed 6/2022-6/2025

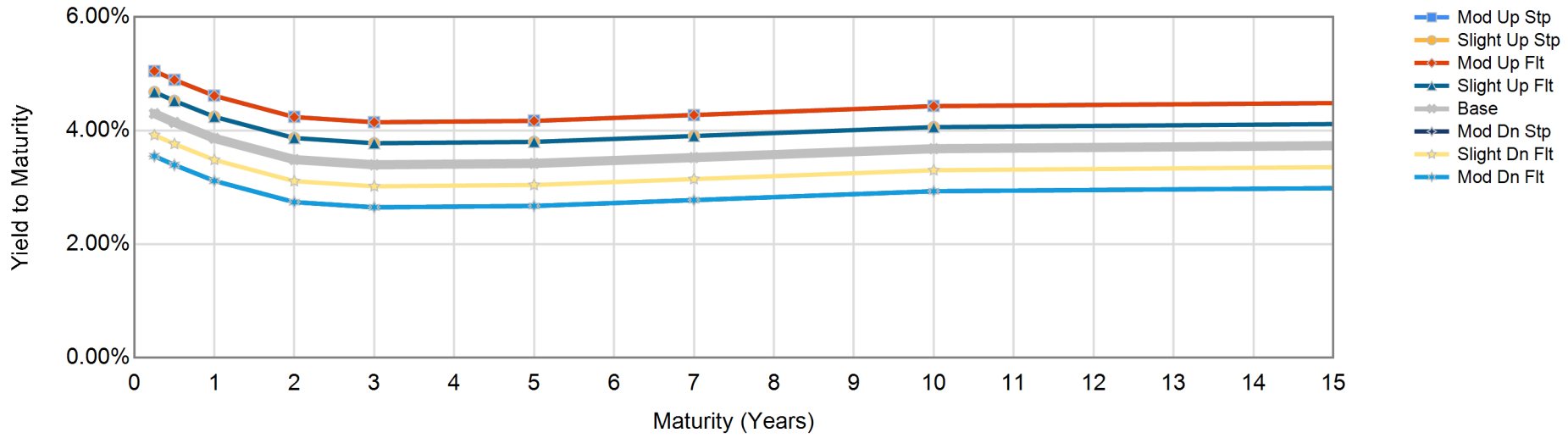
CUSIP	Sector	Security Description	Maturity	Coupon	Original Face	Book Price	Intent	Redemption Type
PLMDLLAIF	Other	LAIF	04/30/2025	0.78	8,700,688	100.00	AFS	Expired/Matured

Shocked Assumptions

Scenarios

		Mod Up Stp	Slight Up Stp	Mod Up Flt	Slight Up Flt	+100	+50	+25	Base	-25	-50	Mod Dn Stp	Slight Dn Flt	Mod Dn Flt
Shift Amount	3mo	75	38	75	38	100	50	25	0	-25	-50	-75	-38	-75
	6mo	75	38	75	38	100	50	25	0	-25	-50	-75	-38	-75
	12mo	75	38	75	38	100	50	25	0	-25	-50	-75	-38	-75
	2yr	75	38	75	38	100	50	25	0	-25	-50	-75	-38	-75
	3yr	75	38	75	38	100	50	25	0	-25	-50	-75	-38	-75
	5yr	75	38	75	38	100	50	25	0	-25	-50	-75	-38	-75
	10yr	75	38	75	38	100	50	25	0	-25	-50	-75	-38	-75
	30yr	75	38	75	38	100	50	25	0	-25	-50	-75	-38	-75
Shock Horizon		0 Months	0 Months	0 Months	0 Months	0 Months	0 Months	0 Months	0 Months	0 Months	0 Months	0 Months	0 Months	0 Months
Total Return Horizon		12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months
Shift Timing to Horizon		Ramped	Ramped	Ramped	Ramped	Ramped	Ramped	Ramped	Ramped	Ramped	Ramped	Ramped	Ramped	Ramped
Curve Type		Static	Static	Static	Static	Static	Static	Static	Static	Static	Static	Static	Static	Static

SOFRSwap Curve | Scenarios



Assumptions

Calculation Engine	The Yield Book © and ZM Financial
Prepayment Model	The Yield Book ©
Data Sources	The Yield Book ©, Reuters, Intex, KDS and Stifel
Curve Date	Same as Portfolio As Of Date
Curve Type Used	SOFRSwap Curve
Market Prices	Market prices are indications only, provided by Reuters unless otherwise specified
Horizon Price Methodology	Constant OAS where possible; constant nominal spread change as a secondary method
Horizon Period	0 month horizon for immediate rate shock scenarios; 12 month horizon for total return scenarios
Reinvestment Rate	SOFR
Cost of Funds	0.00%
Tax Rate	00.0%
Subtotal Weightings	Overall totals and subtotals are weighted by market value

Additional Information

Adjustable Rate Securities - YTM for ARMs and floaters assumes the coupon resets based on index levels implied by the static curve.

Projected Call Methodology - The method used to determine the call assumes a small internal margin to account for the "cost to call."

Municipals - For taxable institutions, the above tax rate detailed - along with TEFRA adjustments for BQs - is used to calculate TEY unless otherwise noted.

Original Face - If original face was not supplied, original face was estimated by dividing current face by current factor.

Dollar Amounts - Unless otherwise specified, dollar amounts are displayed in thousands (000s).

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High yield fixed income securities, or fixed income securities that don't have credit ratings from nationally recognized statistical rating organizations, may be subject to greater fluctuations in price and greater risk of loss of income and principal, due to greater potential default risk by the associated borrowers than fixed income securities that have investment grade credit ratings from the nationally recognized statistical rating organizations.

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The accuracy of the financial projections is dependent on the occurrence of future events which cannot be assured; therefore, the actual results may vary from the projections and future results are not guaranteed.

For additional information on investment risks (including but not limited to, market/credit risks, credit ratings, and specific securities provisions), contact your Stifel Fixed Income representative.

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City Council Staff Report

DATE: **AUGUST 5, 2025**

TO: **HONORABLE MAYOR PRO TEM AND CITY COUNCIL**

FROM: **OPERATIONS DEPARTMENT**
INFORMATION TECHNOLOGY DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE AGREEMENT WITH DATALINK NETWORKS, INC. FOR A TOTAL NOT TO EXCEED AMOUNT OF $992,224, INCLUDING A 15% CONTINGENCY, FOR CONTINUED MICROSOFT 365 LICENSING FOR A TERM OF THREE (3) YEARS**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve Agreement No. A-9393 with Datalink Networks, Inc. for a total not to exceed amount of $992,224, including a 15% contingency, for continued Microsoft 365 licensing for a term of three (3) years.

BACKGROUND

Since November 2022, the City has contracted with Datalink Networks to provide Microsoft 365 (M365) licensing. The current agreement extends through October 4, 2025. The M365 suite is essential to the City's operations, supporting all City email communications and productivity tools such as Microsoft Word, Excel, PowerPoint, and Windows. In addition to these applications, the M365 suite includes critical identity services and other cloud-based solutions integrated into the City's IT infrastructure.

DISCUSSION

The proposed agreement, totaling $992,224, will ensure the continued availability and support of these vital services for an additional three years. This amount includes a 15% contingency to accommodate potential organizational growth and associated licensing needs.

The Microsoft Corporation does not sell government licenses directly and requires all such purchases to be made through authorized resellers. To fulfill this requirement, the City has procured Microsoft 365 licensing through Datalink Networks, Inc., under a

cooperative purchasing agreement facilitated by OMNIA Partners via Synnex (Contract No. R200803). Under Palmdale Municipal Code §3.08.090, the city can participate in cooperative purchasing programs with other public agencies to promote efficiency and cost savings.

FISCAL IMPACT

$992,224; Funds are budgeted and available in FY 2025-26. Subsequent years will be budgeted in the IT Software account.

Description	Cost
Year 1	$287,601.00
Year 2	$287,601.00
Year 3	$287,601.00
15% Contingency (additional licensing if necessary)	$129,421.00
Total	$992,224.00

STRATEGIC PLAN

Goal III: Ensure long-term fiscal health of the city and maintain funding for services.

A. Manage resources, costs, and liabilities to ensure the City's long-term fiscal health.

Prepared by:	Janelle Samson, Director of Operations
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, City Manager Pro Tem
Approved as to form:	Alexandra Halfman, City Attorney

ATTACHMENTS

Agrmt No. A-9393
Cooperative Agrmt No. R200803 (Omnia)

R200803

OMNIA PARTNERS COOPERATIVE AGREEMENT R200803 AND A-9393BETWEEN

THE CITY OF PALMDALE AND DATALINK NETWORKS

The City of Palmdale has agreed to the terms and conditions of the above-stated contract with DATALINK NETWORKS (herinafter called "CONTRACTOR).

The parties agree to the use of Cooperative Contract #R200803.

The city shall pay the CONTRACTOR an amount not to exceed Nine Hundred Ninety-Two Thousand Two Hundred Twenty-Four dollars ($992224) for the completion of all the work and services, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as follows:
Description Cost

25-26 Year 1 $287,601.00
26-27 Year 2 $287,601.00
27-28 Year 3 $287,601.00
15% Contingency (additional licensing if necessary) $129,421.00

Total $992,224.00

The term of this Contract is three (3) years, commencing on the effective date.

Specify what services will be provided:
This contract provides the M365 suite, which is essential to the City's operations by supporting all City email communications and productivity tools such as Microsoft Word, Excel, PowerPoint, Windows, and cloud-based identity services.

OMNIA cooperative purchasing contract #R200803, awarded by Region 4 ESC to SYNNEX Corporation, with fulfillment through Datalink Networks.

CITY OF PALMDALE:

DATALINK NETWORKS

Brian Wisdom

Signed: 7/17/2025

Salvador Mendez
City Manager Pro Tem
38300 Sierra Highway
CITY OF PALMDALE
Palmdale, CA 93550

JS

Signed: 7/17/2025

ADDRESS FOR NOTICE:
Brian Wisdom
Vice President of Sales
28110 Avenue Stanford Unit A
Santa Clarita, CA 91355

APPROVE AS TO FORM:

Alexandra Halfman
Acting City Attorney

ATTEST:
Roxanne Faber
City Clerk

Record of Signing

For
Name
Title



Signed on 2025-07-17 22:26:59 GMT

Secured by Concord™
DocumentID: 030VEhQQsbaRaqEC80cmGv
SigningID: 030VEhQQmYsB9mtZvmNtvg
Signing date: 7/17/2025
IP Address: 206.171.111.149
Email: jsamson@cityofpalmdale.org

For
Name
Title



Signed on 2025-07-17 22:54:43 GMT

Secured by Concord™
DocumentID: 030VEhQQsbaRaqEC80cmGv
SigningID: 030VFNeKueod7VRGcazAaK
Signing date: 7/17/2025
IP Address: 12.153.217.107
Email: brianw@datalinknetworks.net

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Signed with https://www.concord.app/

Cyber Security Solutions and Associated Products & Services
Executive Summary

Lead Agency: Region 4 ESC

Solicitation: 20-08

RFP Issued: February 19, 2020

Pre-Proposal Date: March 10, 2020

Response Due Date: November 19, 2019

Proposals Received: 13

Awarded to: SYNNEX CORPORATION

Contract # R200803

The Board of Directors of Region 4 Education Service Center (ESC) issued RFP 20-08 on February 19, 2020, to establish a national cooperative contract for Cyber Security Solutions and Associated Products & Services.

The solicitation included cooperative purchasing language in Section I. Scope of Work:

NATIONAL CONTRACT

Region 4 ESC, as the Principal Procurement Agency, defined in Appendix D, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Region 4 is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Appendix D contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 ESC website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, IL
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT
- Las Vegas Review Journal, NV
- The Herald-News, IL

On July 14, 2020 proposals were received from the following offerors:

- Carahsoft Technology Corporation
- CenturyLink
- DLT Solutions, LLC
- EC America, Inc.
- Iron Bow Technologies, LLC
- MGT of America Consulting, LLC
- CTG Inc. of IL dba/Novanis
- SYNNEX Corporation
- ThunderCat Technology, LLC
- Trace3, LLC
- vCloud Tech Inc.
- Virescit Tactical Solutions
- White Rock Cybersecurity

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee determined that SYNNEX Corporation demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to members.

Region 4 ESC executed agreements with a contract effective date of October 1, 2020.

Contract Highlights:

SYNNEX has an experienced team of subject matter experts to provide the support needed to deliver and help ramp up agencies' IT security practice with the specialization, solutions, services, and support needed to attack opportunities with confidence. Has a Diversity Alliance Program in place which is made up of top Public Sector customers that hold a diversity status and represent a significant amount of SYNNEX' government business. The program was designed to promote collaboration amongst partners, enabling them to win more business through Diversity Status and collaboration.

Contract includes:

Entire line of Palo Alto (PANW) products as primary offering. Refer to Value Add for additional offerings

Term:

Initial three-year agreement from October 1, 2020 through September 30, 2023 with the option to renew for two (2) additional one-year periods through September 30, 2025.

Pricing/Discount:

Discount off list price

OMNIA Partners, Public Sector Web Landing Page:

https://public.omniapartners.com/suppliers/synnex-corporation/contract-documentation#c38631

Region 4 Education Service Center (ESC)

Contract # R200803

for

Cyber Security Solutions and Associated Products & Services

SYNNEX Corporation

Effective: October 1, 2020

The following documents comprise the executed contract between Region 4 Education Service Center and SYNNEX Corporation, effective October 1, 2020:

I. Appendix A: Vendor Contract
II. Offer and Contract Signature Form
III. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of **August 25** *, 2020 by and between* **SYNNEX Corporation** *("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Cyber Security Solutions and Associated Products & Services ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 20-08 ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;
      iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor

shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's

sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law

and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name: SYNNEX Corporation

Address: 39 Pelham Ridge Drive

City/State/Zip: Greenville, SC 29615

Telephone No.: 800-452-4822

Email Address: danielbr@synnex.com

Printed Name: Daniel Brennan

Title: Vice President & Senior Counsel

Authorized signature: E-SIGNED by Daniel Brennan on 2020-04-16 09:10:18 EST

Accepted by Region 4 ESC:

Contract No. R200803

Initial Contract Term October 1, 2020 to September 30, 2023

Margaret S. Bass

Region 4 ESC Authorized Board Member

8/25/2020

Date

Margaret S. Bass

Print Name

Linda Tinnerman

Region 4 ESC Authorized Board Member

8/25/2020

Date

Linda Tinnerman

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract. (*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)

No exceptions taken in Region 4 contract
Exceptions indicated pertained to OMNIA Partners and were addressed



SYNNEX

Financial Solutions

Letter of Credit

- Letter of credit from financial institution specifically designated to secure SYNNEX terms line

Flooring

- IBM, , GE, Castle Pines, DLL

Joint Purchase Orders

- Purchase Order is issued jointly to SYNNEX and Reseller
- Payment is made from End User to SYNNEX in name of SYNNEX and Reseller; profits disbursed per agreement

Purchase Order Assignments

- Payment made from end User to SYNNEX in name of Reseller; profit disbursed from SYNNEX to Reseller

SYNNEX Financial Services

- We offer a variety of Leasing products and services to meet any end-user need.

SYNNEX RISE

- SYNNEX contracts with Reseller to perform certain credit functions including credit review underwriting along with invoice billing and collection.
- SYNNEX acts as agent for Reseller in dealings with specific End Users
- Payments route through a dual controlled bank account; amounts disbursed from account to both SYNNEX to Reseller

Escrow Accounts

- Payment from End User made to third party Escrow Agent
- Funds disbursed by Escrow Agent to Reseller and SYNNEX

Third Party Accounts Receivable Financing

- SYNNEX has a third party financing program through Global Technology Finance and Action Capitol. Please contact an alternative financing representative for additional information.

Sled Advantage Plus (Blind Lockbox)

- SYNNEX and Reseller have back end (invisible to End User) agreement stating Reseller will invoice the End User with remittance information for a lockbox that is controlled by SYNNEX.

Utility Financing

- SYNNEX is able to offer utility type financing and invoicing for certain solutions.

SYNNEX Corporation is leading the IT industry in business process services. We not only provide design- to-distribution-services for our customers, but we also provide the tools and services all businesses need for front and back-office support functions.

We understand that sometimes the biggest challenge to remaining competitive and profitable is investment capital. At SYNNEX, we believe in supporting our business partners with financial tools and support that will enable your business to grow. Our complete line of financial solutions are aimed at helping you take advantage of new business opportunities when they arise.

For More Information

Bob Frey
Senior Leasing Specialist
1-800-456-4822 , Ext. 494346

Ryan Howard
Senior Credit Analyst
1-800-456-4822 , Ext. 494679

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PID6253 | 072611

SYNNEX CORPORATION



SYNNEX

Traditional Solutions

Wire Transfer

Credit Card

- Mastercard, Visa, American Express, & Discover

COD

- Check approval obtained (per order) from third party check guarantor (Certegy)

BSCC Program

- Terms are Net 30; the line is secured with a credit card
- Establish net terms pay history for companies with little credit experience

EFT (Electronic Funds Transfer)

- Payments automatically drafted from bank account on day 5 or day 30 depending on program

EZ Credit Program (Five Steps)

- This program is tailored for SMB resellers and allows those partners to transition from using a credit card to building a SYNNEX net terms credit line instead.

Net Terms (30 Days)

- Line requests greater than $25K require financial statements for review
- Possible additional security requirements
  - Personal Guarantee with accompanying Personal Financial Statements
  - UCC filing or PMSI filing (Purchase Money Security Instrument)
- Offer Net 45 terms seasonally for Government or Education orders

Online Payment Option

- Make one time payment online through SYNNEX EC Express; payments post overnight

For More Information

Bob Frey
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Senior Credit Analyst
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PID6253 | 0726

SYNNEX CORPORATION

SYNNEX

Financial Services

Device-As-A-Subscription (DaaS)

Flexible Technology Procurement

SYNNEX' Device-as-a-Subscription (DaaS) program enables you and your customers to simply and inexpensively bundle their hardware/software/service needs into a subscription-based agreement.

Available in the US and Canada, the SYNNEX DaaS program encompasses many types of client devices including desktops, notebooks, tablets, 2-in-1s, handhelds, and more. Here's how DaaS can help you and your customers make technology easy to buy and drive more business.

ELIMINATE
UNEXPECTED COSTS

OPTIMAL
USER EXPERIENCE

FREEDOM
TO SCALE UP OR DOWN

Reseller Benefits:

- Easy to sell, easy to execute
- "Build your own DaaS" solution via our technology platform
- Modern subscription offering with suite of services and devices spanning the breadth of the SYNNEX line card
- Full revenue on the initial transaction and built in refresh cycles
- Ability to offer monthly payments to your end customers vs. up-front capital outlays
- Customized solutions unique to your vertical market
- Enhance your margins and protect your client base in a competitive market



End Customer Benefits:

- Easy-to-buy technology on an easy-to-execute subscription agreement
- Flexibility and scalability to match changing business needs
- Freedom to scale up, scale down, make changes, refresh or return early
- Low minimum and no maximum subscription plans from 24-60 months to meet your budgetary needs
- Up-to-date security via new devices, systems updates, and bundled services

ENGAGE NOW
for quotes or more information

Email Financial Services Team at
finance@synnexfinancialservices.com

Call SYNNEX Financial Services
Hotline: 833-238-8503

The SYNNEX Difference

Leverage the resources of a Fortune 200 company to extend alternate procurement models to complement your technology proposal. Available in an easy-to-execute 2-5 year subscription, DaaS is billed monthly with a budget-friendly payment. During the subscription period, your customer can scale and flex as needed. At the end of their subscription period, your customer can continue paying on a month-to-month schedule or refresh their equipment with new technology to better support their growing business needs.

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SYNNEX CORPORATION



SYNNEX LEASE PROGRAM

- **Program Overview**
  - SYNNEX Lease Program
    - End User or Reseller will lease the product
    - Approved leasing company becomes engaged and approves the reseller and end-user.
    - PO from leasing company is issued to either the reseller with an Assignment of Proceeds or Synnex (Direct Lease).
    - **Assignment of Proceeds Lease**
  - If the PO from the leasing company is made out to the reseller, it must be accompanied by an Assignment of Proceeds document. This form allows Synnex to receive funds from a third party.
    - Reseller's terms account is cloned and issued terms of L (leasing). It is linked into the Master account.
    - Reseller invoices the leasing company for the entire project amount (including the Synnex cost). Once the project is complete, the leasing company reaches out to the end-user (lessee) for Acceptance. Upon receipt of Acceptance, the leasing company will disburse the total amount of the lease in two portions. Both the reseller receives his share along with Synnex. The amount Synnex receives should equal the amount of the reseller's PO issued to Synnex at the beginning of the project.
    - All leases contingent upon underwriting approval

Direct Lease

The PO is made out directly to Synnex. The new lease account number is set up under the name of the leasing company. Synnex invoices the leasing company and the tax liability falls under the leasing company.

- The account is linked into the reseller's master account. This type of lease mostly occurs when the reseller is also the lessee, but not always.
- Either type of lease does not affect the resellers terms line. Receivable is tied into the financial strength of the leasing company.

- **Types of Leasing**
  - Fair Market Value (FMV)
    - Product is returned to leasing company at the end of the lease term. Refreshes the old product for the latest at fair market value and negotiates terms for a new lease.
    - Lower monthly payment
  - $1 Buyout Lease
    - At the end of the lease term, lessee purchases the product for $1.00.
    - Title changes ownership from leasing company to lessee.
    - Higher payment than FMV
    - Owner of the product may begin to depreciate it for tax purposes.
    - All leases contingent upon underwriting approval
    -
- **Cost**
  - No cost to reseller or end user

For more information, please contact:

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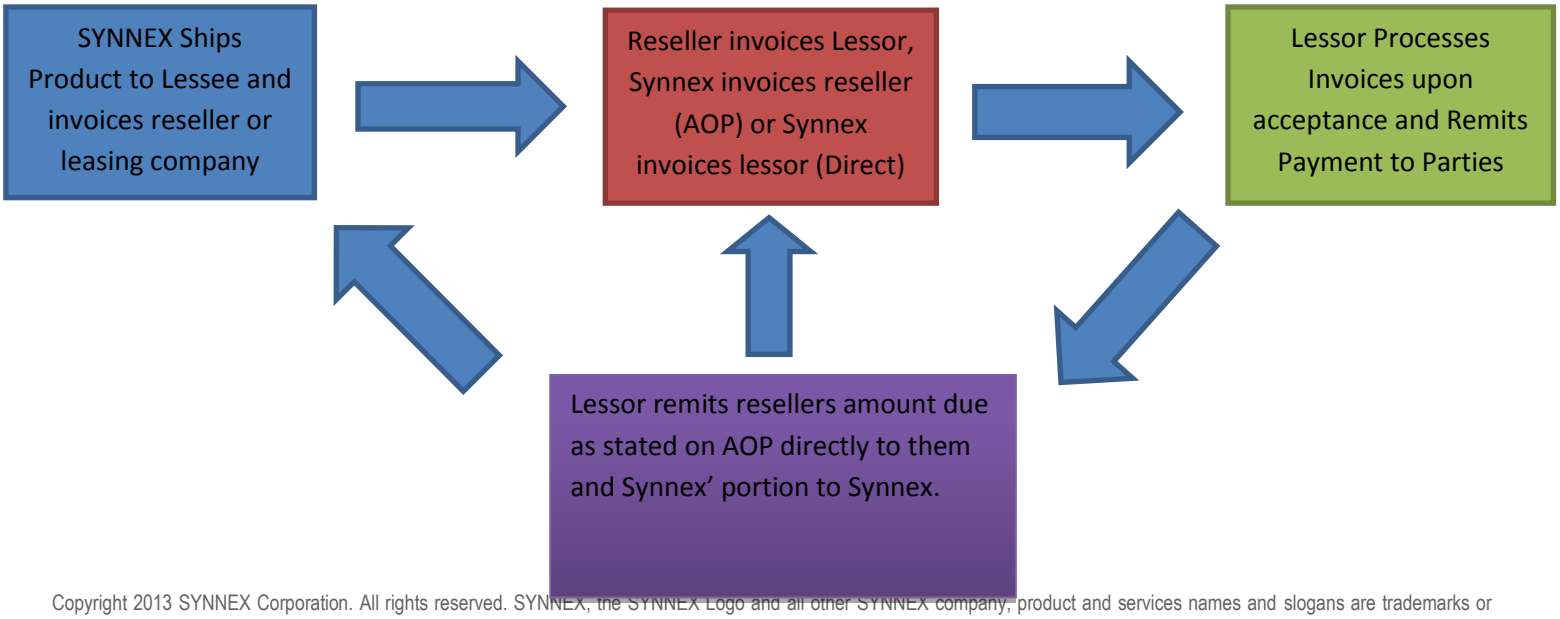
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Lease Document Checklist

Documents for AOP Lease	Received (Y/N)	Date Received
Purchase Order to reseller from Leasing Company		
Fully executed Assignment of Proceeds (AOP) form		
PO from reseller to Synnex (amount must match AOP)		
Acceptance certificate to Leasing Company from Lessee		
Payment remitted from leasing company to reseller and Synnex		
Documents for Direct Lease		
PO from Leasing Company issued to Synnex		
Synnex invoices leasing company		
Leasing company remits payment upon acceptance		
Underwriting Approval required on reseller and leasing company		

Lease Program Invoice and Payment Flow



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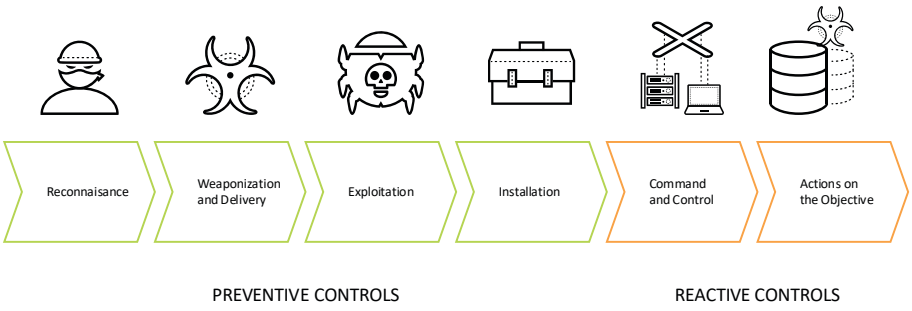
EXECUTIVE SUMMARY

Security Operating Platform

October 2019

As cybercrime and new types of security threats continue to evolve, organizations are challenged to keep up, especially as network boundaries and attack surfaces expand. Security breaches and intellectual property loss can have a huge impact with an estimated annual global cost of over $600 billion and expected to be in the trillions by 2021. Because they focus mainly on detection and remediation, current approaches to security are inadequate to sufficiently address the rise in volume and sophistication of attacks. Cybercriminals invest in the latest technologies that leverage automation and big data analytics. They often share data and techniques with their peers to keep their approach ahead of point-focused security products. However, cybercriminals are not the only threat as employees may often unknowingly violate corporate compliance and expose critical data in locations such as public cloud.

To understand how security breaches occur we use the cyber-attack lifecycle, which is a sequence of events that a cybercriminal goes through to successfully exploit a network and exfiltrate data from it.

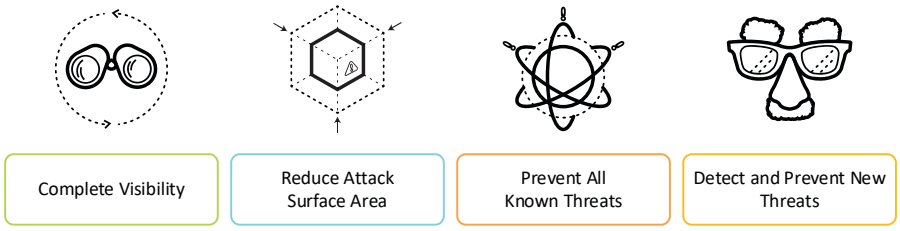


Cyber-attack lifecycle

Because many current threats have proven to be too sophisticated for legacy security solutions, the Palo Alto Networks® approach to security focuses on prevention rather than detection. This approach is paramount for complete visibility into each piece of the cyber-attack lifecycle and gives the Palo Alto Networks Security Operating Platform® the ability to turn unknown threats into known threats by responding to and turning around security updates in minutes rather than days or months.

The Palo Alto Networks interpretation of “defense-in-depth” is dramatically different. Rather than layer products and technologies inline, the depth refers to multiple techniques that each increase the opportunities to prevent successful cyberattacks. The intelligence derived from one technique benefits the others across the enterprise.

The key elements of the Palo Alto Networks approach to cybersecurity are to provide visibility, reduce the attack surface area, prevent all known threats, and detects and prevent new threats.



Key elements of the Palo Alto Networks approach

- **Provide visibility**—An organization is unable to protect against what it cannot see. This element requires full visibility of users, applications, and content traversing corporate networks, cloud, and endpoints. Only then is it possible to implement security policies and take actions, such as block unknown traffic, identify advanced attacks, or permit only the applications that have a valid business purpose.
- **Reduce the attack surface**—It is more difficult for an attacker to compromise an organization when the attack surface is reduced. A variety of actions and tactics are available to reduce the attack surface. Implement an application whitelist, enable only critical business applications and deny all others by default. Inspect and judge unknown traffic and activity against previously determined information-security and acceptable-use policies to determine whether to allow it to execute. Implement two-factor authentication and enforce role-based access to applications and data content where possible to ensure that compromised credentials cannot be used to access applications and data.
- **Prevent known threats**—Preventing known threats is a foundational capability of any security program, but to do so effectively, organizations must be able to consume and process threat intelligence and must have well-organized defenses that can be reconfigured rapidly and automatically, based upon new intelligence.
- **Prevent unknown threats**—Although preventing known threats is vitally important, signature-based prevention can block only what it knows to block. Unfortunately, given the rapid pace of change in attacks, relying on preventing known threats alone consigns organizations to a reactive security posture in which they are always one step behind adversaries. Therefore, preventing unknown threats is a crucial capability that consists of making unknown threats known, developing controls to stop them, and automatically reprogramming security technologies to enforce the new controls.

A different approach to security is needed. Defenders need to replace siloed point products with security innovations that are tightly integrated. Security requires simplicity. Palo Alto Networks Security Operating Platform consists of a tightly integrated system of components and services, including a partner ecosystem, that delivers consistent security across the network, endpoints, and cloud. By working as an integrated system, the Security Operating Platform simplifies security by leveraging consolidated threat intelligence information, automation, machine learning, and data analytics.

The Security Operating Platform was designed so your teams can operate simply and efficiently to protect your organization. The platform prevents successful attacks and stops attacks in progress to provide consistent protection and secure the enterprise, the cloud, and the future.

Secure the Enterprise

Tightly integrated innovations allow consistent protection for the enterprise with next-generation firewalls, Threat Prevention services, security subscription services such as DNS Security and URL Filtering, and Panorama™ for firewall management. The next-generation firewalls are provided as physical and virtual form factors and provide application, content, and user-aware security classification and policy enforcement. Traps™ endpoint protection stops threats and coordinates enforcement with network and cloud security in order to prevent successful cyber-attacks.

Secure the Cloud

Prisma™ provides complete cloud security through protection for branches, mobile users, software as a service (SaaS), and apps in private and public clouds. Prisma consists of:

- **Prisma Access**—(Formerly *GlobalProtect™ cloud service*) Delivers consistent security for remote sites and mobile users. All users regardless of location can use Prisma Access to securely connect to and use applications over the internet.
- **Prisma SaaS**—(Formerly *Aperture™*) Secures SaaS applications by offering advanced data protection and data loss prevention. Together with Prisma Access, it provides multi-mode cloud access security broker features, compliance assurance, data governance, and advanced threat-protection.
- **Prisma Cloud**—(Formerly *RedLock®*) Secures the public cloud through threat protection, governance, and compliance. Prisma Cloud dynamically discovers cloud resources and risky configurations, while detecting threats, data leaks, and suspicious behavior.

Secure the Future

For security teams, getting anything done is complex, consists of manual tasks, and requires working across multiple teams and tools. The Palo Alto Networks approach is to reduce risk by lowering the mean-time-to-response and mean-time-to-detection to increase efficiency for your teams. We deliver this through Cortex™, which consists of:

- **Cortex Data Lake**—(Formerly *Logging Service*) A cloud-based logging repository that collects, integrates, and normalizes data that Cortex XDR and other applications can leverage
- **Cortex XDR**—(Formerly *Magnifier™*) Cloud-based detection and response that integrates network, endpoint and cloud data and leverages machine learning and artificial intelligence (AI) in order to identify unknown threats by speeding up alert triage and incident response
- **AutoFocus®**—Provides a contextual threat intelligence service which helps an organization respond to threats by speeding up their ability to analyze threats
- **Demisto®**— A security orchestration, automation and response application that coordinates security product actions through automatable workflows with human control

In summary, Palo Alto Networks has adopted a three-pillar strategy to tackle cyber security by building a platform that uses threat intelligence, automation, analytics, machine learning, and AI to offer comprehensive coverage across the enterprise environment and in the cloud. Key attributes are the ability to protect consistently everywhere, automating tasks for efficiency, and offering visibility into network data regardless of location. For more detail, see the Security Operating Platform Overview.

You can access the latest version of all reference architecture guides at this location:

https://www.paloaltonetworks.com/referencearchitectures



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B-000600P-1 10/19

Palo Alto Networks Security Operating Platform

Platform Overview

OCTOBER 2019

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Preface

GUIDE TYPES

Overview guides provide high-level introductions to technologies or concepts.

Reference architecture guides provide an architectural overview for using Palo Alto Networks® technologies to provide visibility, control, and protection to applications built in a specific environment. These guides are required reading prior to using their companion deployment guides.

Deployment guides provide decision criteria for deployment scenarios, as well as procedures for combining Palo Alto Networks technologies with third-party technologies in an integrated design.

DOCUMENT CONVENTIONS



Notes provide additional information.



Cautions warn about possible data loss, hardware damage, or compromise of security.

Blue text indicates a configuration variable for which you need to substitute the correct value for your environment.

In the **IP** box, enter **10.5.0.4/24**, and then click **OK**.

Bold text denotes:

- Command-line commands;

  ```
  # show device-group branch-offices
  ```

- User-interface elements.

  In the **Interface Type** list, choose **Layer 3**.

- Navigational paths.

  Navigate to **Network > Virtual Routers**.

- A value to be entered.

  Enter the password **admin**.

Italic text denotes the introduction of important terminology.

An *external dynamic list* is a file hosted on an external server so that the firewall can import objects.

Highlighted text denotes emphasis.

Total valid entries: 755

ABOUT PROCEDURES

These guides sometimes describe other companies' products. Although steps and screen-shots were up-to-date at the time of publication, those companies might have since changed their user interface, processes, or requirements.

GETTING THE LATEST VERSION OF GUIDES

We continually update reference architecture and deployment guides. You can access the latest version of this and all guides at this location:

https://www.paloaltonetworks.com/referencearchitectures

WHAT'S NEW IN THIS RELEASE

Palo Alto Networks made the following change since the last version of this guide:

- Updated introduction section
- Added 5G section with K2 Series
- Refreshed and updated Traps™ section
- Rebranded “Securing the Cloud” section with Prisma™ details
- Updated Cortex™ section to include Demisto®

Comprehensive revision history for this guide

Introduction

Cybercrime and the types of security threats continue to evolve, challenging organizations to keep up as network boundaries and attack surfaces expand. Security breaches and intellectual property loss can have a huge impact on organizations. Current approaches to security, which focus mainly on detection and remediation, are inadequate to sufficiently address the rise in volume and sophistication of attacks. Cybercriminals invest in the latest technologies that leverage automation and big-data analytics. They often share data and techniques with their peers to keep their approach ahead of point-focused security products. Cybercriminals are not the only threat; employees may often unknowingly violate corporate compliance and expose critical data in locations such as the public cloud.

With the rapid evolution of applications moving to the cloud, decentralization of IT infrastructure, and the increased threat landscape, the result has been a loss of visibility and control for organizations. Devices are proliferating and the network perimeter has all but disappeared, leaving enterprise security teams struggling to safely enable and protect their businesses, customers, and users. With new threats growing in number and sophistication, organizations are finding that traditional security products and approaches are less and less capable of protecting their networks against today's advanced cyber-attacks.

At the same time, application development and IT operations teams are accelerating the delivery of new applications to drive business growth by adopting DevOps tools and methodologies, cloud and container technologies, big data analytics, and automation and orchestration. Meanwhile, applications are increasingly accessible. The result is an incredibly complex network that introduces significant business risk. Organizations must minimize this risk without slowing down the business.

A different approach to security is needed. Defenders need to replace siloed point products with security innovations that are tightly integrated. Security requires simplicity. The Palo Alto Networks Security Operating Platform consists of a tightly integrated system of components and services, including a partner ecosystem, that delivers consistent security across the network, endpoints and cloud. By working as an integrated system, the Security Operating Platform® simplifies security by leveraging consolidated threat intelligence information, automation, machine learning, and data analytics.

The Security Operating Platform was designed so your teams can operate simply and efficiently to protect your organization. The platform prevents successful attacks and stops attacks in progress to provide consistent protection to secure the enterprise, the cloud, and the future.

SECURE THE ENTERPRISE

Tightly integrated innovations allow consistent protection for the enterprise with next-generation firewalls, Threat Prevention services, security subscriptions services such as DNS Security and URL Filtering, and Panorama™ for firewall management. The next-generation firewalls serve as physical and virtual form-factors and provide application-, content-, and user-aware security classification and policy enforcement. Traps endpoint protection stops threats and coordinates enforcement with network and cloud security in order to prevent successful cyber-attacks.

SECURE THE CLOUD

Prisma provides complete cloud security through protection for branches, mobile users, software as a service (SaaS), and apps in private and public clouds. Prisma consists of:

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- **Prisma Cloud**—(Formerly *RedLock®*) Secures the public cloud through threat protection, governance, and compliance. Prisma Cloud dynamically discovers cloud resources and risky configurations, while detecting threats, data leaks, and suspicious behavior.

SECURE THE FUTURE

For security teams, getting anything done is complex, consists of manual tasks, and requires working across multiple teams and tools. The Palo Alto Networks approach is to reduce risk by lowering the mean-time-to-response and mean-time-to-detection to increase efficiency for your teams. We deliver this through Cortex, an open and integrated, AI-based, continuous-security platform that leverages rich data from multiple sensors on endpoints, firewalls and the cloud to provide analytics, machine learning and automation. Cortex consists of:

- **Cortex Data Lake**—(Formerly *Logging Service*) A cloud-based logging repository that collects, integrates, and normalizes data that Cortex XDR and other applications can leverage.
- **Traps**—Endpoint protection and response that provides behavior-based protection to detect and respond to sophisticated attacks.
- **Cortex XDR**—(Formerly *Magnifier™*) Provides cloud-based detection and response by integrating network, endpoint, and cloud data and leverages machine learning and AI in order to identify unknown threats by speeding up alert triage and incident response.
- **AutoFocus™**—Provides a contextual threat intelligence service, which helps an organization respond to threats by speeding up their ability to analyze threats.
- **Demisto**—A security orchestration, automation, and response (SOAR) application that coordinates security product actions through automatable workflows with human control.

The next few sections go into more detail, explaining how all of the components of the Palo Alto Networks Security Operating Platform work together to secure the enterprise, secure the cloud, and secure the future in order to prevent and protect critical data and prevent successful cyberattacks.

Why Palo Alto Networks

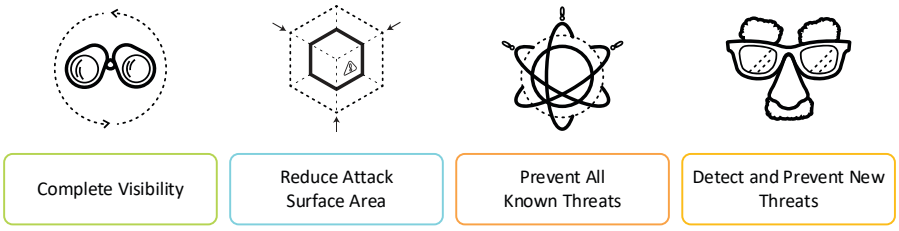
Palo Alto Networks is a global cybersecurity leader, with the mission of protecting our digital way of life by preventing successful cyberattacks. In several distinct ways, the Palo Alto Networks approach differs from that of other security vendors who might make similar claims.

By architecting for prevention, organizations have an advantage in cybersecurity over using a detection-based approach. That is important not only from a technology perspective but also based on the availability of skilled cybersecurity workers. It is estimated that there will be a shortfall of 3.5 million cybersecurity professionals by 2021.

Many current threats have proven to be too sophisticated for legacy security solutions. Taking a preventative approach means that security products can identify both known and unknown threats and stop them in real time. Our platform can differentiate between activity that is malicious and activity that is benign, and then prevent the malicious activity.

In contrast, security products taking a detection-based approach generate alerts that a malicious activity is currently happening. Alerts require management. The security team must rate the alert severity and determine the appropriate response. This manual decision-making process is far from trivial and requires experience and talent. Having a skilled team of security analysts is a prerequisite for a detection-based security to work properly. This approach yields a different load distribution between what the security product itself can do and what is manually required of the security team—putting much heavier burden on the team.

Figure 1 Key elements of the Palo Alto Networks approach



The key elements of the Palo Alto Networks approach to cybersecurity:

- **Provide visibility**—An organization is unable to protect against what it cannot see. This ability requires the full visibility of users, applications, and content traversing corporate networks, the cloud, and endpoints. Only then is it possible to implement security policies and take actions, such as blocking unknown traffic, identifying advanced attacks, or permitting only the applications that have a valid business purpose.
- **Reduce the attack surface**—It is more difficult for an attacker to compromise an organization when the attack surface is reduced. A variety of actions and tactics are available to reduce the attack surface:
  - Implementing an application whitelist, enabling only critical business applications, and denying all others by default.
  - Inspecting and judging unknown traffic and activity against previously determined information-security and acceptable-use policies in order to determine whether to allow it to execute.
  - Implementing two-factor authentication and enforcing role-based access to applications and data content where possible to ensure that compromised credentials cannot be used to access applications and data.

- **Prevent known threats**—Preventing known threats is a foundational capability of any security program, but to do so effectively, organizations must be able to consume and process threat intelligence and must have well-organized defenses that can be reconfigured rapidly and automatically, based upon new intelligence.
- **Prevent unknown threats**—Although preventing known threats is vitally important, signature-based prevention is limited, by definition, to blocking only what it knows to block. Unfortunately, given the rapid pace of change in attacks, relying on preventing known threats alone consigns organizations to a reactive security posture in which they are always one step behind adversaries. Therefore, preventing unknown threats is a crucial capability that consists of making unknown threats known, developing controls to stop them, and automatically reprogramming security technologies to incorporate the new controls. Successful prevention is not possible 100% of the time. Our technologies use data analytics and machine learning on the collected data sets to detect behavioral anomalies indicative of a breach or attack and provide detailed actionable alerts. Organizations can use automated processes and event correlation around events to make it easier to identify and address the critical threats.

Securing the Enterprise

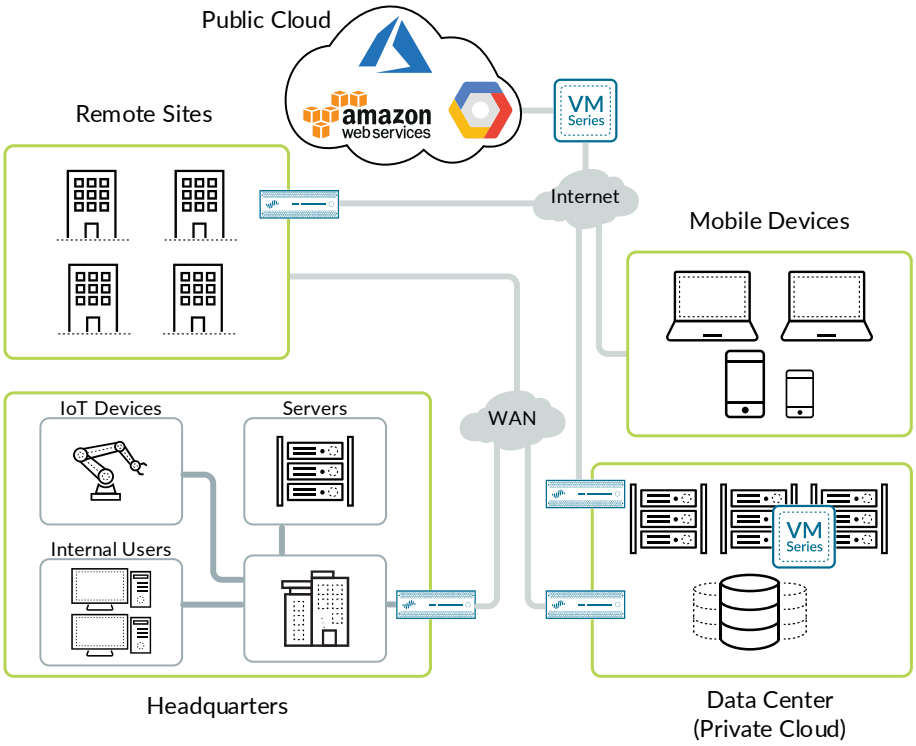
The networking infrastructure of an enterprise can be extraordinarily complex. The Palo Alto Networks Security Operating Platform secures enterprise networks' perimeter, data center, and branch with a fully integrated and automated platform that simplifies security. Simplifying your security posture allows you to reduce operational costs and supporting infrastructure while increasing your ability to prevent threats to your organization and quickly adjust to your dynamic environment. The key Palo Alto Networks Security Operating Platform elements for securing the enterprise are:

- **NGFW and VM-Series**—The foundation of the Palo Alto Networks Security Operating Platform
- **Subscription services**—Provides enhanced threat services and NGFW capabilities
- **Panorama**—Centralized NGFW management and logging
- **Traps**—Endpoint protection across all servers, workstations, and remote devices
- **GlobalProtect**—Extends the enterprise perimeter to remote sites and mobile users

NEXT-GENERATION FIREWALL AND VM-SERIES

Organizations deploy the next-generation firewall at the network perimeter and inside the network at logical trust boundaries. All traffic crossing the next-generation firewall undergoes a full-stack, single-pass inspection, providing complete context of the application, associated content, and user identity. With this level of context, you can align security with your key business initiatives.

Figure 2 Next-generation firewall locations in the network

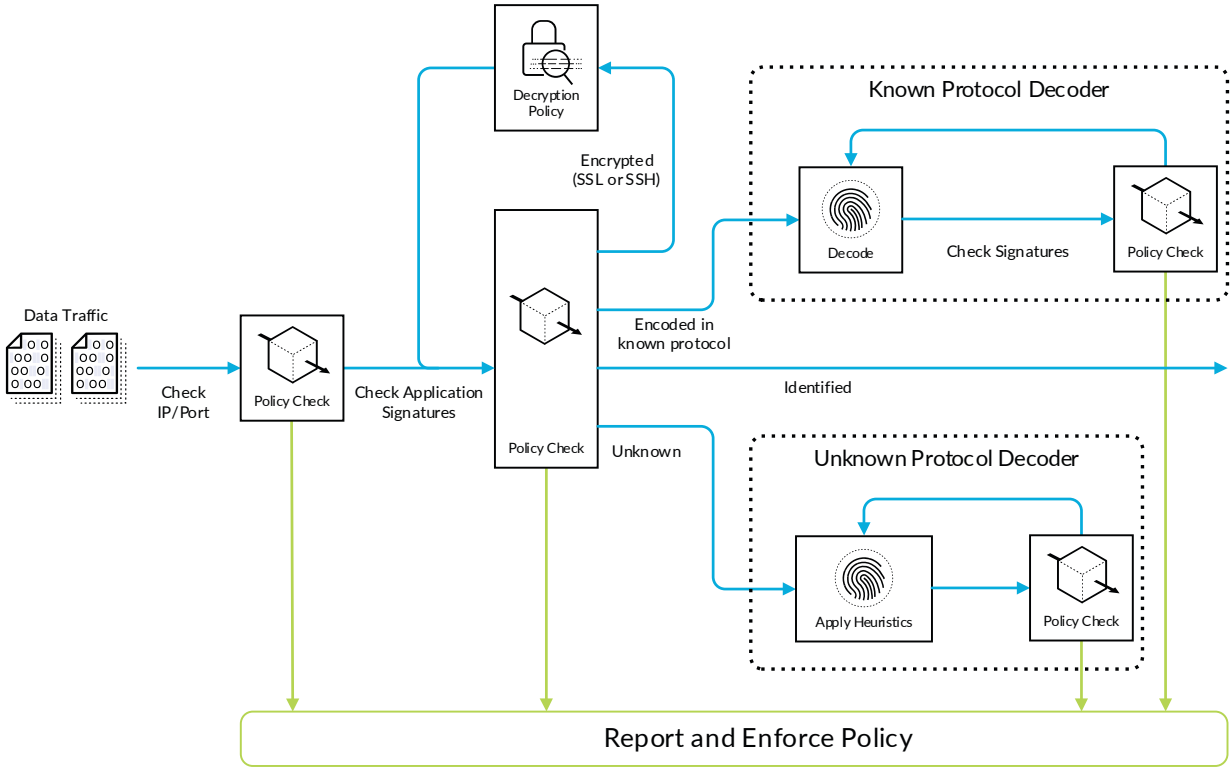


The next-generation firewall includes several key features that enable complete visibility of the application traffic flows, associated content, and user identity and protect them from known, unknown, and advanced persistent threats. These features include App-ID™, User-ID™, and dynamic address groups (DAGs).

App-ID

Many organizations are not fully aware of the number of applications in use, how heavily they are used, or by whom. This lack of visibility forces organizations to implement negative (blacklist) enforcement approaches where they selectively block traffic and destinations known to be a risk to the organization. The next-generation firewall also allows you to implement a positive (whitelist) enforcement policy where you selectively allow the applications required to run your organization. This significantly reduces the number of ways cybercriminals can attack your organization. A key to positive enforcement is App-ID. App-ID identifies the applications traversing the firewall—regardless of port or protocol—even if the traffic is tunneled in GRE, uses evasive tactics, or is encrypted. App-ID can determine the difference between base applications and application functions. This level of visibility brings a complete understanding of the applications on your network and their value and risk to your organization.

Figure 3 App-ID classification techniques



App-ID uses multiple techniques to identify traffic, including:

- **Application signatures—**To identify an application, App-ID first uses signatures to look for unique application properties and related transaction characteristics. The signature also determines whether the application is using its default port or a non-standard port. If security policy allows the identified application, App-ID further analyzes the traffic in order to identify more granular applications and scan for threats.
- **TLS/SSL and SSH decryption—**If App-ID determines that TLS/SSL encryption is in use, it can decrypt and reevaluate the traffic. App-ID uses a similar approach with SSH in order to determine whether port forwarding is being used to tunnel traffic over SSH.
- **Application and protocol decoding—**For known protocols, decoders apply additional context-based signatures to detect applications tunneling inside the protocols. Decoders validate that traffic conforms to the protocol specification, and they support NAT traversal and opening dynamic pinholes for applications such as VoIP or FTP. Decoders for popular applications also identify the individual functions within the application. In addition to identifying applications, decoders identify files and other content to be scanned for threats or sensitive data.
- **Heuristics—**In certain cases, evasive applications cannot be detected by using advanced signature and protocol decoding. In those cases, App-ID uses heuristic or behavioral analysis to identify applications that use proprietary encryption, such as peer-to-peer file sharing. Heuristic analysis, with the other App-ID techniques, provides visibility into applications that might otherwise elude identification. The heuristics are specific to each application and include checks based on information such as the packet length, session rate, and packet source.

Using the Application Command Center (ACC), you can see the applications in use across your organization. After you've determined the value of an application to your organization, App-ID controls the security policy for that application. The security policy can include a number of different actions, such as:

- Allowing or denying.
- Allowing but scanning the content for exploits, viruses, and other threats.
- Allowing based on schedule, users, or groups.
- Controlling file or sensitive data transfer.
- Allowing or denying a subset of application functions.

While you are compiling the list of the applications you want to support, tolerate, or block, App-ID can restrict applications that behave in undesirable ways. You can use application categories, technologies, and risk ratings to define a security policy to block any applications that match those characteristics.

Often, safe application enablement means striking an appropriate security policy balance between allowing some application functions and denying others. Examples include:

- Allowing Facebook but denying Facebook mail, chat, posting, and apps, effectively only allowing users to browse Facebook.
- Allowing the use of SaaS applications such as Dropbox but denying file uploads. This technique grants internal users access to personal file shares but prevents intentional or unintended corporate information leaks.

The list of App-IDs is updated monthly with new applications added based on input from the Palo Alto Networks community (customers, partners) and market trends. All App-IDs are classified by category, subcategory, technology, and risk rating. The security policy can use these classifications to automatically support new applications as the App-ID list expands. Alternatively, you can specify that you want to review new applications and determine how they are treated before the new list is installed.

User-ID and Dynamic Address Groups

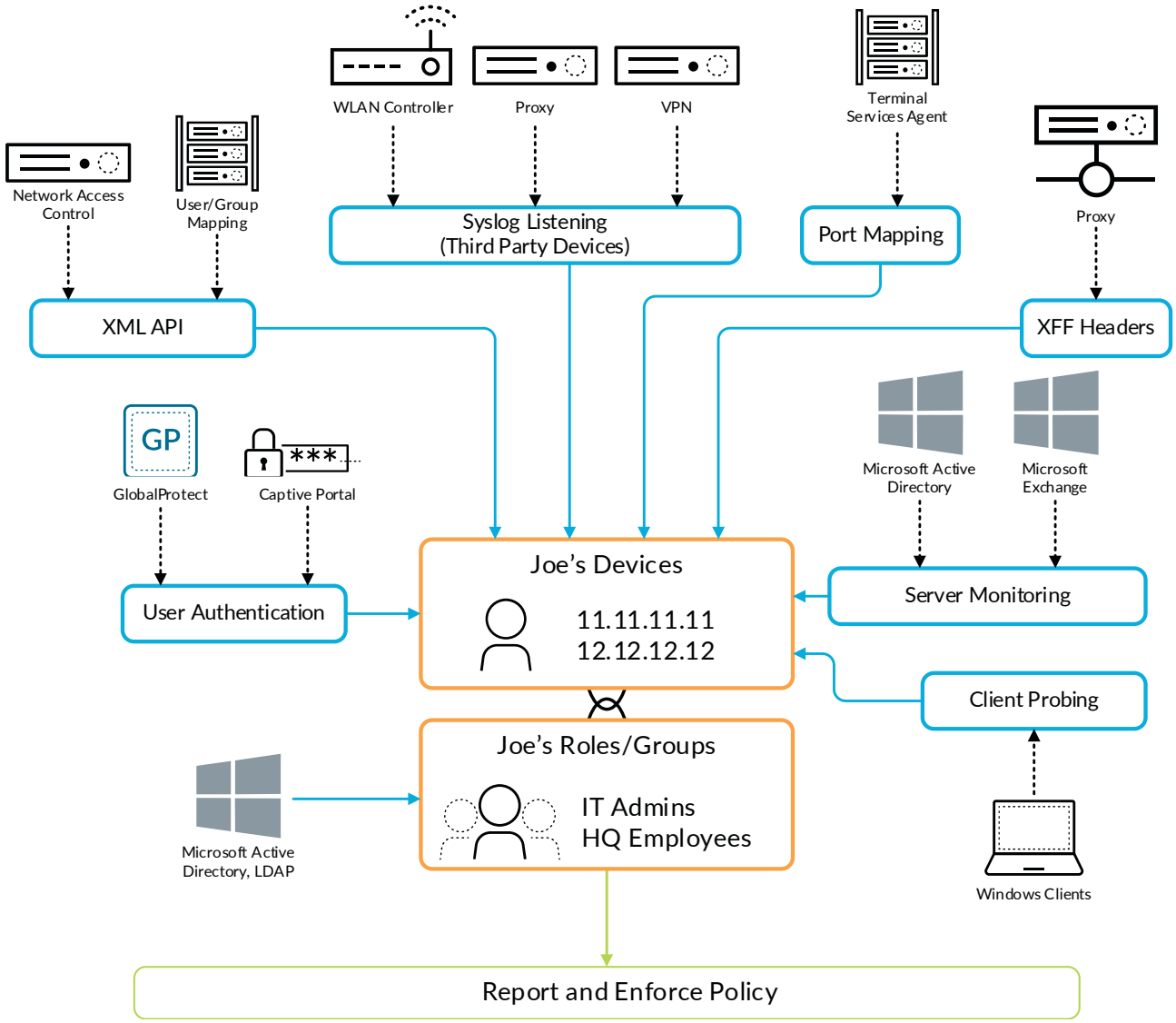
As you define security policies based on application use, a key component of that policy is *who* should be able to use those applications. IP addresses are ineffective identifiers of the user or role of the server within the network. With the User-ID and DAG features, you can dynamically associate an IP address with a user or the role of a server in the data center. Afterward, you can define security policies that adapt dynamically to changing environments.

In environments that support multiple types of end users (for example, marketing or human resources) across a variety of locations and access technologies, it is unrealistic to guarantee physical segmentation of each type of user. Visibility into the application activity at a user level, not just an IP address level, allows you to more effectively enable the applications traversing the network. You can define both in- and out-bound policies to safely enable applications based on users or groups of users. Examples of user-based policies include:

- Enabling the IT department to use SSH, Telnet, and FTP on standard ports.
- Allowing the Help Desk Services group to use Slack.
- Allowing all users to read Facebook but blocking the use of Facebook apps and restricting posting to only employees in marketing.

User-ID integrates next-generation firewall functionality with a wide range of user repositories and terminal service environments.

Figure 4 User-ID integrations



Depending on your environment, you can configure multiple techniques for user and group mapping:

- **User authentication**—User-ID can get usernames when users authenticate themselves on a GlobalProtect client or on a captive portal in the browser.

  The GlobalProtect client provides user and host information to the next-generation firewall that, in turn, you can use for policy control. GlobalProtect applies to both mobile and on-premises devices.

  User-ID uses captive portal when the user cannot be identified through other mechanisms. In addition to an explicit username and password prompt, you can integrate captive portal into your organization's identify federation system via SAML 2.0.

- **Server monitoring**—You can configure User-ID to monitor authentication events to Microsoft Active Directory, Microsoft Exchange, and other LDAP directories. Monitoring of the authentication events allows User-ID to associate a user with the IP address of the device from which the user logs in.

  For Active Directory, you can configure User-ID to monitor domain logon events (from either an agent on a Windows server or the firewall). For Exchange Server, you can configure User-ID to constantly monitor the Exchange logon events produced by clients accessing their email. Using this technique, you can discover and identify even OSX, Apple iOS, Android, and Linux/UNIX client systems that don't directly authenticate to Microsoft Active Directory.

- **XML API—**The XML API provides a programmatic way to map users to IP addresses through integrations with partner technologies, such as Aruba ClearPass and Aruba Mobility Controllers.

- **Syslog listening—**In environments with existing network services that authenticate users, (for example, wireless controllers, 802.1X, or NAC products), User-ID can monitor syslog messages for user mapping. Extensible syslog filters control the parsing of syslog messages. Syslog filters can be user-defined, but there are several pre-defined filters, including those for Blue Coat proxy, WLANs, and Pulse Policy Secure.

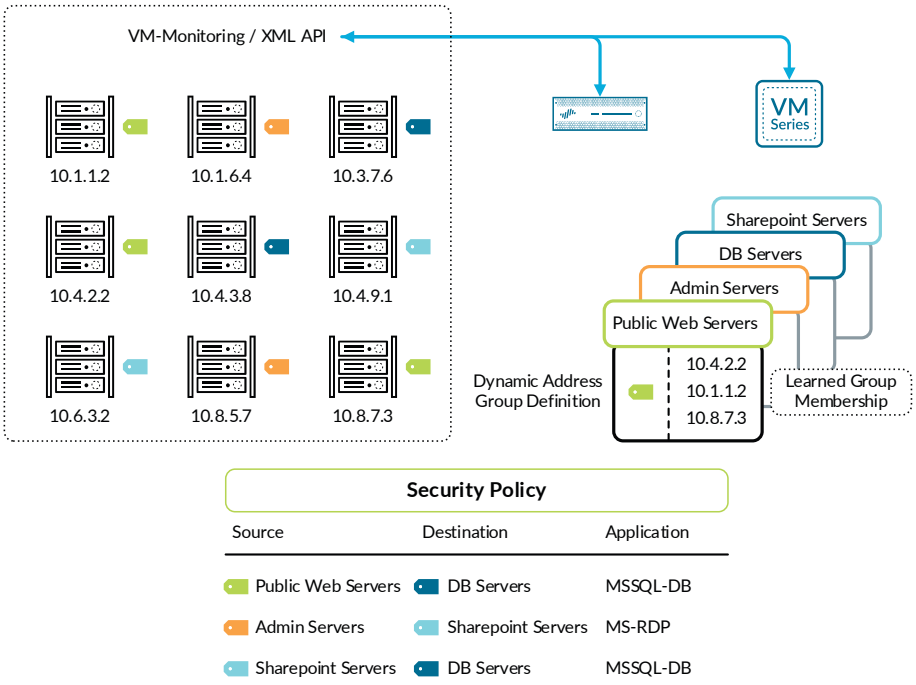
After User-ID gathers the user information, the NGFW uses LDAP to obtain group information for that user. Also, as in the case of user mapping, the XML API can serve as a programmatic interface for a flexible group mapping ability. With group mapping, User-ID can express security policies in terms of groups, allowing existing policies to update dynamically as User-ID adds or removes users from groups.

User-ID gives you only half the picture when tying IP addresses to specific users. Servers and many other devices cannot use a user to identify their security access requirements. Dynamic address groups allow you to create policy that automatically adapts to server additions, moves, or deletions. They also enable the flexibility to apply security policy to the device based on its role on the network.

A dynamic address group uses tags as a filtering criterion in order to determine its members. You can define tags statically or registered dynamically. You can dynamically register the IP address and associated tags for a device on the firewall by using the XML API or the VM Monitoring agent on the firewall; each registered IP address can have multiple tags. Within 60 seconds of the API call, the firewall registers the IP address and associated tags and automatically updates the membership information for the dynamic address groups.

Because the members of a dynamic address group are automatically updated, you can use address groups to adapt to changes in your environment without relying on a system administrator to make policy changes and committing them.

Figure 5 Dynamic address groups



Policy Optimizer

Policy Optimizer can help organizations migrate from legacy firewall rule configurations to application-based rules through App-ID. This strengthens the security posture by using App-ID to close any security gaps and minimizes configuration errors—a leading cause of breaches. Policy Optimizer analyzes application use and recommends policy rules that reduce exposure and risk.

Policy Optimizer identifies port-based rules so that they can be converted to application-based rules. Converting from port-based to application-based rules improves the overall security posture because you are able to whitelist the applications you want to permit, then deny all other applications. Policy Optimizer makes it simple for you to prioritize which of the port-based rules to migrate first, identify application-based rules that allow applications you don't use, and analyze each of the rules usage characteristics, such as hit count.

Threat Intelligence Cloud

The Palo Alto Networks Threat Intelligence Cloud collects high-quality data and intelligence gathered across many locations globally. These data artifacts are analyzed to detect unknown threats and create protections that are shared with subscribers and enforced automatically to align with the goal of prevention instead of detection. The Threat Intelligence Cloud makes prevention automatic and detection of security events much simpler to identify and remediate, in part because most potential security events have already been prevented.

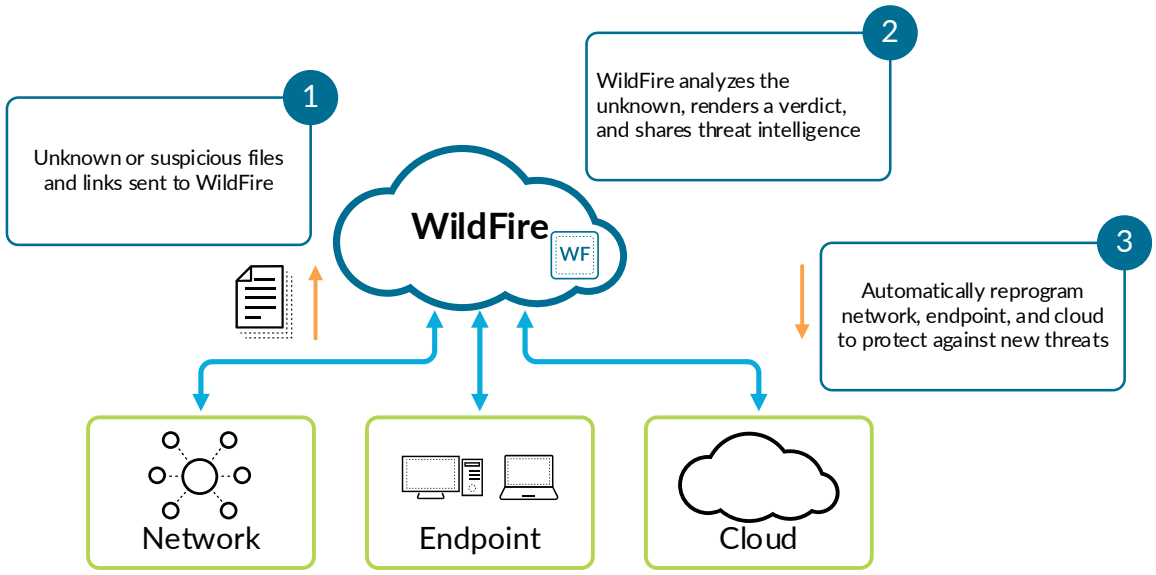
The Palo Alto Networks Threat Intelligence Cloud is composed of several distinct subscription-based product components that are all purpose-built to work closely with each other and tightly integrate with the prevention offerings in the network, on the endpoint, and in the cloud:

- Threat prevention incorporates intrusion prevention, network anti-malware, and anti-C2 features, which scan all traffic for known threats hiding within incoming and outgoing traffic and provide a layered defense against known attacks, when combined with URL filtering.
- URL filtering categorizes websites by content type, including malicious activity, and prevents harmful web pages from administering malware by blocking them. It stops users from inadvertently navigating to malicious URLs, exploited web pages, and watering holes where legitimate sites become compromised. In combination with App-ID functionality, URL filtering is an invaluable tool for securing web traffic.
- WildFire® provides protection against advanced malware and threats. WildFire analyzes files, URLs, and DNS requests from thousands of customers in every industry across the globe and then generates content-based protections, which are delivered back to the Threat Prevention and URL Filtering profiles deployed by every device within the global customer base.

Leveraging innovations in machine learning, artificial intelligence, and big-data analytics is the only way to stay ahead of a fast-moving adversary. However, all such analytics solutions depend on massive amounts of data from many sources, in order to identify new threats and exploit techniques and to generate and share threat intelligence. These threat intelligence capabilities are strengthened when information is combined across a large base of contributors. In a nutshell, sharing data acquired from multiple organizations to identify malicious behavior and their sources benefits the entire community. This sharing model enables rapid response across a broad base in order to prevent successful cyberattacks.

WildFire, a core element of the Palo Alto Networks Threat Intelligence Cloud, is the world's largest distributed sensor system focused on identifying and preventing unknown threats. There are tens of thousands of subscribers constantly contributing to the collective immunity. WildFire extends the capabilities of Palo Alto Networks next-generation firewalls to identify and block targeted and unknown malware.

Figure 6 WildFire sensor system



WildFire provides detection and prevention of zero-day malware by using a combination of dynamic and static analysis to detect threats and create protections to block malware. When it detects a novel malware or exploit, WildFire automatically creates and shares a new prevention control in about 5 minutes, without human intervention.

Subscription Services

In order for your Firewall to gain complete visibility and apply full threat prevention on your network, you must activate the licenses for each of the subscription services:

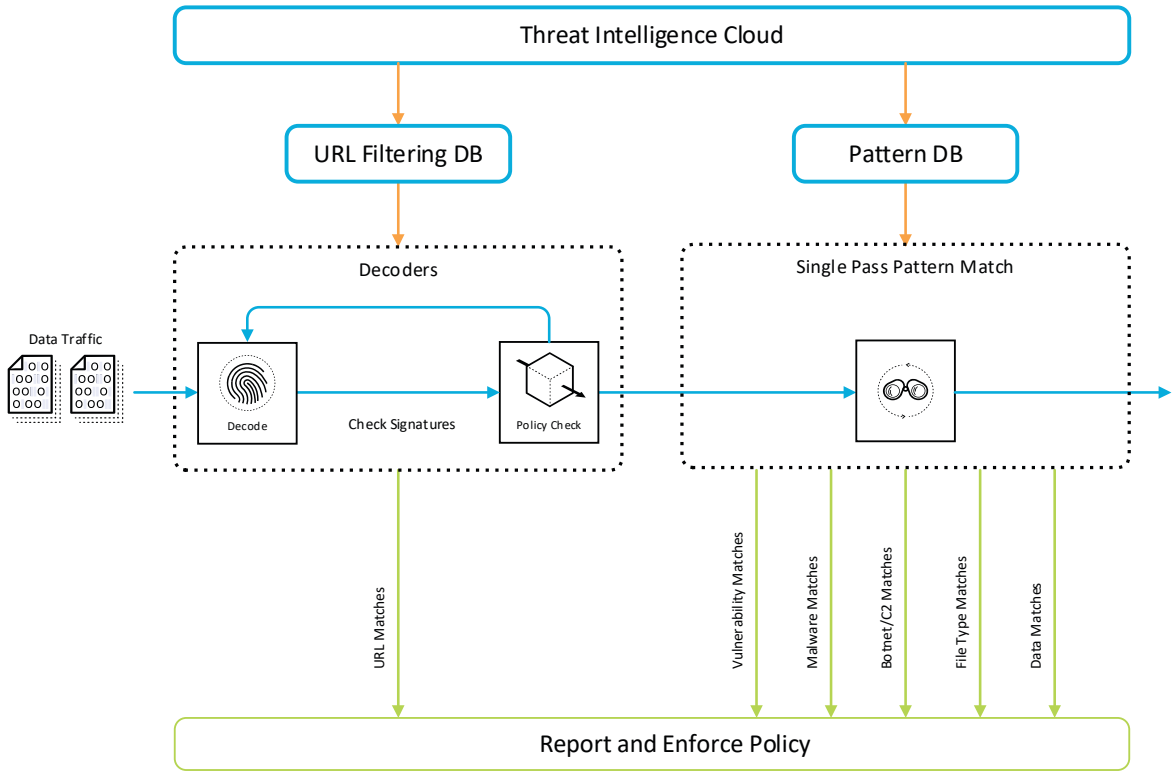
- Threat Prevention
- URL Filtering
- WildFire
- DNS Security Service
- GlobalProtect Portal and GlobalProtect Gateway

Threat Prevention (Antivirus, Anti-spyware and Vulnerability Protection)

Threat Prevention blocks known malware, exploits, and command-and-control activity on the network. Adding the Threat Prevention subscription brings additional capabilities to your next-generation firewall that identify and prevent known threats hidden within allowed applications.

The Threat Prevention subscription includes malware/antivirus, command-and-control, and vulnerability protection.

Figure 7 Threat Prevention service



Malware/Antivirus Protection

Using content-based signatures, inline malware protection blocks malware before it ever reaches the target host. Signatures based on content detect patterns in the body of the file that identify future variations of the files, even when the content is modified slightly. This ability allows the next-generation firewall to identify and block polymorphic malware that otherwise would be treated as a new unknown file.

The stream-based scanning engine protects the network without introducing significant latency, which is a serious drawback of network antivirus offerings that rely on proxy-based scanning engines. The stream-based malware scanning inspects traffic when the first packets of the file are received, eliminating threats as well as performance issues typical of traditional, stand-alone solutions. Key anti-malware capabilities include:

- In-line, stream-based detection and prevention of malware hidden in compressed files and web content.
- Protection against payloads hidden in common file types, such as Microsoft Office documents and PDFs.

Command-and-Control (Spyware) Protection

There are no silver bullets when it comes to preventing all threats from entering the network. After the initial infection, attackers communicate with the compromised device through a C2 channel, using it to pull down additional malware, issue further instructions, and steal data. C2 protections focus on those unauthorized communication channels and cut them off by blocking outbound requests to malicious domains and from known C2 toolkits installed on infected devices.

The C2 protection provides sinkhole capabilities for outbound requests to malicious domains, accurately identifying the compromised device and preventing data exfiltration. You can configure the sinkhole so that any outbound request to a malicious domain or IP address is redirected to one of your network's internal IP addresses. This policy effectively blocks C2 communication, preventing those requests from ever leaving the network. A report of the hosts on your network making such requests is compiled even though those hosts sit behind the DNS server. You have a daily list of potentially compromised devices on which to act, without the added stress of remediation crunch time because communications with the attacker have already been severed.

Vulnerability Protection

The next-generation firewall's vulnerability protection and intrusion prevention capabilities detect and block exploit attempts and evasive techniques at both the network and application layers. These exploits can include port scans, buffer overflows, remote code execution, protocol fragmentation and obfuscation. Vulnerability protections are based on signature matching and anomaly detection, which decode and analyze protocols and use the information learned to block malicious traffic patterns and provide visibility through alerts. Stateful pattern matching detects attacks across multiple packets, considering arrival order and sequence—ensuring that all allowed traffic is well-intentioned and devoid of evasion techniques.

- Protocol decoder-based analysis decodes the protocol and then intelligently applies signatures to detect network and application exploits.
- Because there are many ways to exploit a single vulnerability, the intrusion prevention signatures are based on the vulnerability itself, providing more thorough protection against a wide variety of exploits. A single signature can stop multiple exploits of a known system or application vulnerability.
- Protocol anomaly-based protection detects non-RFC compliant protocol use, such as an overlong URI or FTP login.

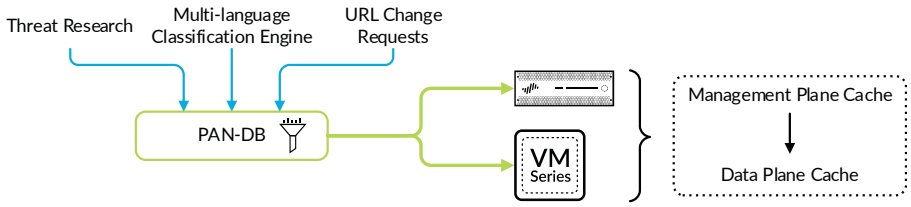
Easy-to-configure, custom vulnerability signatures allow you to tailor intrusion prevention capabilities to your network's unique needs.

URL Filtering

URL Filtering complements App-ID by enabling you to configure the next-generation firewall to identify and control access to websites and protect your organization from websites hosting malware and phishing pages. You can use URL category as a match criterion in policies, which permits exception-based behavior and granular policy enforcement. For example, you can deny access to malware and hacking sites for all users but allow access to users who belong to the IT security group.

When you enable URL Filtering, all web traffic is compared against the URL Filtering database, PAN-DB, which contains millions of URLs that have been grouped into approximately 65 categories. The malware and phishing URL categories in PAN-DB are updated in real-time, which can enforce subsequent attempts to access the site based on the URL category, instead of treating it as unknown. For fast and easy access to frequently visited URLs, PAN-DB provides high-performance local caching.

Figure 8 URL Filtering service



User-credential detection, a part of URL Filtering, allows you to alert on or block users from submitting credentials to untrusted sites. If corporate credentials are compromised, user-credential detection allows you to identify who submitted credentials so that you can remediate.

WildFire

Although basic WildFire support is included as part of the Threat Prevention license, the WildFire subscription service provides enhanced services for organizations that require immediate coverage for threats, frequent WildFire signature updates, advanced file type forwarding (APK, PDF, Microsoft Office, and Java Applet), as well as the ability to upload files using the WildFire API.

As part of the next-generation firewall's in-line threat prevention capability, the firewall performs a hash calculation for each unknown file, and the hash is submitted to WildFire. If any WildFire subscriber has seen the file before, then the existing verdict for that file is immediately returned. Links from inspected emails are also submitted for WildFire for analysis. Possible verdicts include:

- **Benign**—Safe and does not exhibit malicious behavior.
- **Grayware**—No security risk but might display obtrusive behavior (for example, adware, spyware, and browser helper objects).
- **Malware**—Malicious in nature and intent and can pose security threat (for example, viruses, worms, trojans, rootkits, botnets, and remote-access toolkits).
- **Phishing**—Malicious attempt to trick the recipient into revealing sensitive data.

If WildFire has never seen the file, the firewall is instructed to submit the file for analysis. If the file size is under the configured size limit, the firewall securely transmits the file to WildFire.

Firewalls with an active WildFire license perform scheduled auto-updates to their WildFire signatures, with update checks configured as often as every minute.

WildFire visits email links submitted to the service to determine if the corresponding web page hosts any exploits, malware, or phishing capabilities. The behaviors and properties of the website are taken into consideration when making a verdict on the link.

To find unknown malware and exploits in submitted files, WildFire executes suspicious content in Windows, Android, and Mac operating systems, with full visibility into common file types, including EXE, DLL, ZIP, PDF, Microsoft Office documents, Java files, Android APKs, Adobe Flash applets, and web pages.

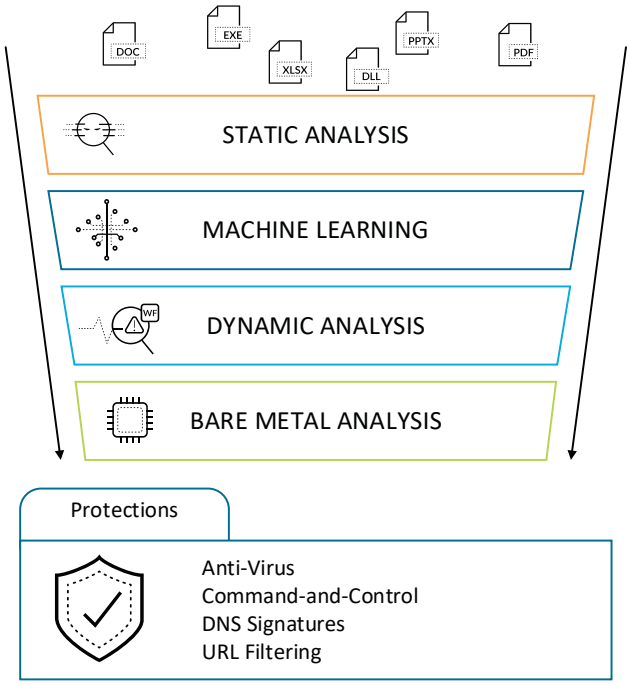
To uncover the true nature of malicious files, WildFire identifies hundreds of potentially malicious behaviors, including:

- **Changes made to host**—WildFire monitors all processes for modifications to the host, including file and registry activity, code injection, memory heap spraying (exploits), mutexes, Windows service activity, the addition of auto-run programs, and other potentially suspicious activities.
- **Suspicious network traffic**—WildFire performs analysis of all network activity produced by the suspicious file, including backdoor creation, downloading of next-stage malware, visiting low-reputation domains, network reconnaissance, and more.
- **Anti-analysis detection**—WildFire monitors techniques used by advanced malware that is designed to avoid VM-based analysis, such as debugger detection, hypervisor detection, code injection into trusted processes, disabling of host-based security features, and more.

WildFire applies the following analysis methods to submitted files:

- **Machine learning/static analysis**—Identification of variants of known threats by comparing malware feature sets against a dynamically updated classification system. Detection of known threats by analyzing the characteristics of samples prior to execution.
- **Dynamic analysis**—A custom built, evasion-resistant virtual environment in which previously unknown submissions are executed within a virtualized test environment to determine real-world effects and behavior.
- **Bare-metal dynamic analysis**—Fully hardware-based analysis environment specifically designed for advanced virtual-machine-aware (VM-aware) threats. Samples that display the characteristics of an advanced VM-aware threat are steered towards the bare metal appliance by the heuristic engine.

Figure 9 WildFire analysis



The dynamic updates from the Threat Intelligence Cloud coordinate threat prevention across the platform and are key to the prevention capabilities it provides. The unknown-threat handling methodology essentially turns unknown threats into known threats.

In addition to protecting you from malicious and exploitive files and links, WildFire looks deeply into malicious outbound communication, disrupting command-and-control (C2) activity with anti-C2 signatures and DNS-based callback signatures. WildFire also feeds this information into URL filtering with PAN-DB, which automatically blocks newly discovered malicious URLs. This correlation of threat data and automated protections are key to identifying and blocking ongoing intrusion attempts and future attacks on your organization, without requiring policy updates and configuration commits.

Furthermore, Palo Alto Networks promotes information sharing and industry advocacy by contributing structured intelligence derived from its Threat Intelligence Cloud to the CyberThreat Alliance (CTA). Co-founded by Palo Alto Networks and other industry leaders, the CTA is an organization working to improve the cybersecurity of our global

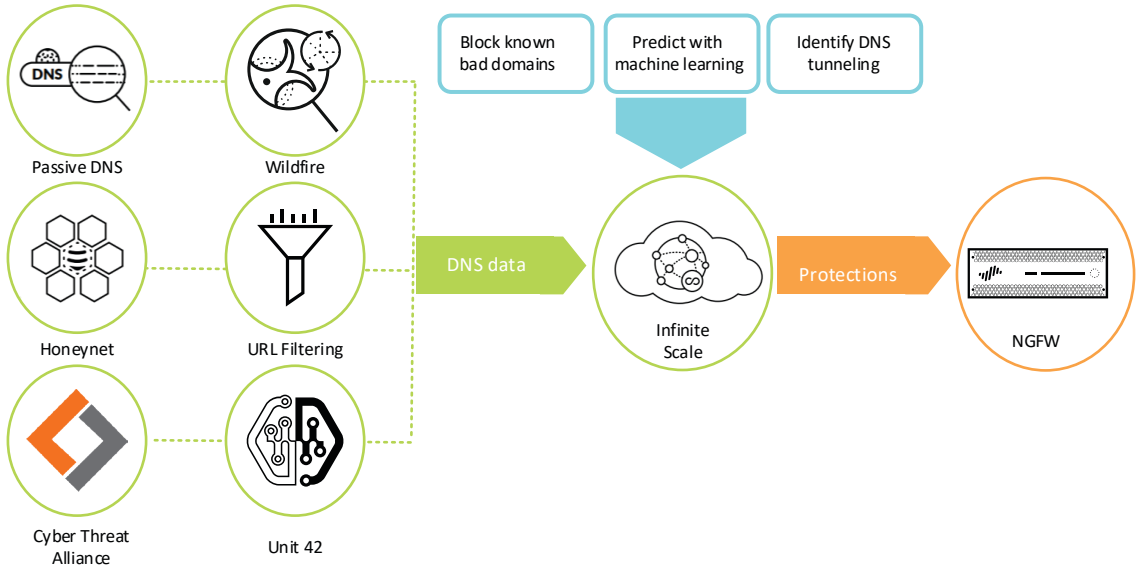
digital ecosystem by enabling near real-time, high-quality cyber-threat information-sharing within the cybersecurity community. CTA and its members all share timely, actionable, contextualized, and campaign-based intelligence that they can use to improve their products and services in order to better protect their customers, more systematically thwart adversaries, and improve the security of the digital ecosystem.

DNS Security Service

Palo Alto Networks DNS Security service applies predictive analytics in order to disrupt attacks that use DNS for C2 or data theft. Tight integration with Palo Alto Networks next-generation firewalls gives you automated protection and eliminates the need for independent tools. Shared threat intelligence and machine learning rapidly identify threats hidden in DNS traffic. Cloud-based protections scale infinitely and are always up to date, giving your organization a critical new control point to stop attacks that use DNS.

The benefits of the DNS Security service include the ability to predict and block new malicious domains with machine learning, neutralize DNS-based tunneling, and simplify security with automation.

Figure 10 DNS Security service



In order to use the Palo Alto Networks DNS Security service, you need to run PAN-OS® 9.0 or later and have a Threat Prevention license.

GlobalProtect Portal and GlobalProtect Gateway

GlobalProtect provides organizations with mobility solutions and/or large-scale virtual private network (VPN) capabilities extending the enterprise network perimeter. GlobalProtect is offered as a SaaS service (Prisma Access), the preferred method for deploying this globally, or you can deploy and manage it yourself. GlobalProtect enables you to enforce security policies consistently for all users, regardless of their location. While running GlobalProtect, endpoint devices can establish either an on-demand or always-on secure SSL/IPsec VPN connection to the next-generation firewall.

The GlobalProtect portal provides the management functions for your GlobalProtect infrastructure. Every client system that participates in the GlobalProtect network receives configuration information from the portal, including information about available gateways as well as any client certificates that may be required in order to connect to GlobalProtect gateways. In addition, the portal controls the behavior and distribution of the GlobalProtect agent software to the supported endpoints. (On mobile devices, the GlobalProtect app is distributed through the Apple App Store for iOS devices or through Google Play for Android devices.) If you are using the Host Information Profile (HIP) feature, the portal also defines what information to collect from the host, including any custom information you require.

GlobalProtect gateways provide security enforcement for traffic from GlobalProtect agents/apps. Additionally, if the HIP feature is enabled, the gateway generates a HIP report from the raw host data the clients submit and can use this information in policy enforcement. You can configure different types of gateways to provide security enforcement and/or VPN access for your remote users or to apply security policy for access to internal resources.

You configure a GlobalProtect gateway on an interface on any Palo Alto Networks next-generation firewall. You can run both a gateway and a portal on the same firewall, or you can have multiple, distributed gateways throughout your enterprise and in the public cloud.

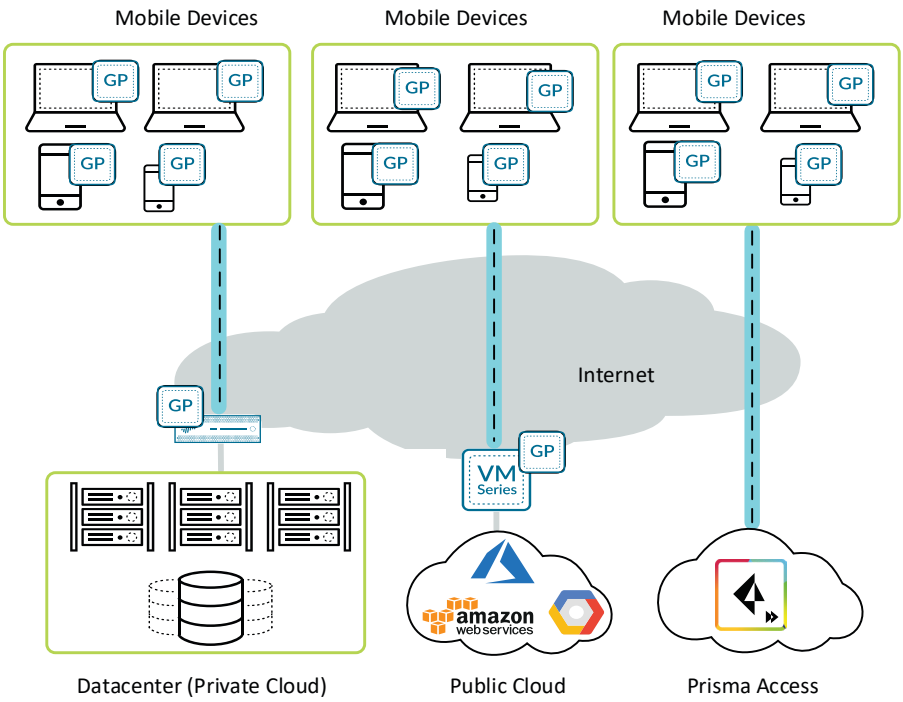
In conjunction with the GlobalProtect Portal and GlobalProtect Gateway functions running on the next-generation firewall, GlobalProtect enables you to enforce security policies consistently for all users, regardless of their location. While running GlobalProtect, Windows, OS X, iOS, and Android devices can establish either an on-demand or always-on secure SSL/IPsec VPN connection to the next-generation firewall. GlobalProtect allows mobile users to access internal resources such as traditional VPN connections. More importantly, it provides the same level of visibility and control for mobile users as you have for users inside your network.

Before connecting, GlobalProtect inventories the endpoint to determine how it's configured and builds a HIP that's shared with the next-generation firewall during connection and continuously every hour while connected. The next-generation firewall uses the host profile to enforce application policies that only permit access to your infrastructure when the endpoint is properly configured and secured. These policies enforce compliance regarding the extent of access based on user and device. HIP policies are based on a number of attributes, including:

- Operating system and application patch level.
- Host anti-malware/firewall version and state.
- Customized host conditions (for example: registry entries, running software).

The GlobalProtect app connects to next-generation firewalls that are deployed at network perimeters, whether at the Internet edge, in the DMZ, in the cloud, or with the Prisma Access offering. When multiple Internet gateways are deployed globally, the GlobalProtect agent connects to the next-generation firewall with the best performance relative to the mobile user's location. You can configure explicit priorities to enforce a deterministic selection of the gateway, or the end user can manually select the gateway.

Figure 11 Extending the perimeter with GlobalProtect



Organizations can also use GlobalProtect internally to control who has access to sensitive resources and applications within your network. GlobalProtect running on next-generation firewalls in the data center allows you to explicitly define who can access internal applications. This security stance minimizes access to resources and reduces the pathways available for malware and attackers to gain unauthorized access. Subsequently, it prevents lateral spread and exfiltration of sensitive data.

Scaling the Next-Generation Firewall Deployment with Panorama

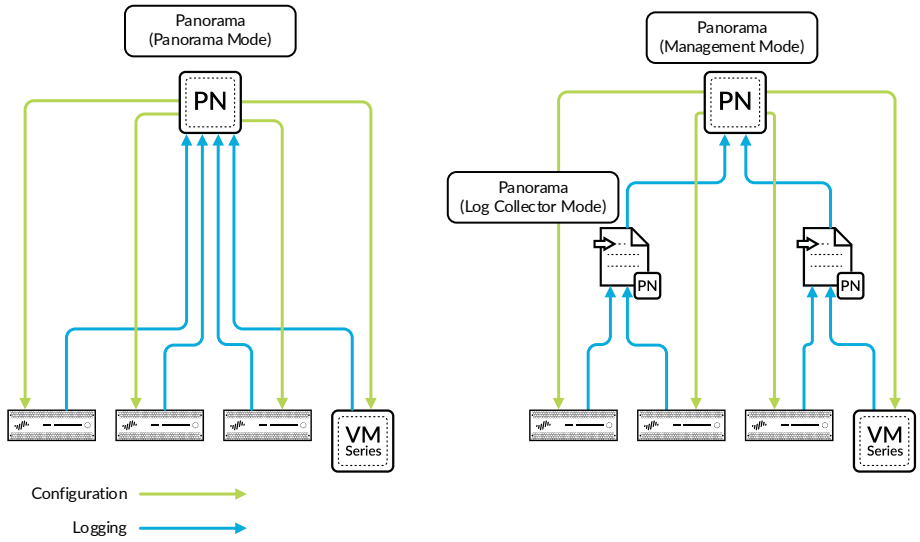
Panorama enables you to manage all key features of the Palo Alto Networks next-generation firewalls by using a model that provides central oversight and local control. You can deploy Panorama as either a hardware appliance or virtual appliance on-premises, and you can also deploy it as a virtual appliance in the public cloud.

Three deployment mode options are available for Panorama, which (if necessary) allows for the separation of management and log collection:

- **Panorama mode**—Panorama controls both policy and log management functions for all the managed devices.
- **Management-only mode**—Panorama manages configurations for the managed devices but does not collect or manage logs.
- **Log Collector mode**—One or more Log Collectors collects and manages logs from the managed devices. This assumes that another deployment of Panorama is operating in management-only mode.

The separation of management and log collection enables the Panorama deployment to meet scalability, organizational, and geographical requirements. The choice of form factor and deployment mode gives you the maximum flexibility for managing Palo Alto Networks next-generation firewalls in a distributed network.

Figure 12 Panorama deployment modes



The time it takes to deploy changes across 10s or 100s of firewalls can be costly in the number of employees required and the delay that projects experience, while they wait for the process to be completed. In addition to time, errors can increase when network and security engineers program changes firewall-by-firewall. Panorama provides a number of tools for centralized administration which can reduce time and errors for your firewall management operation:

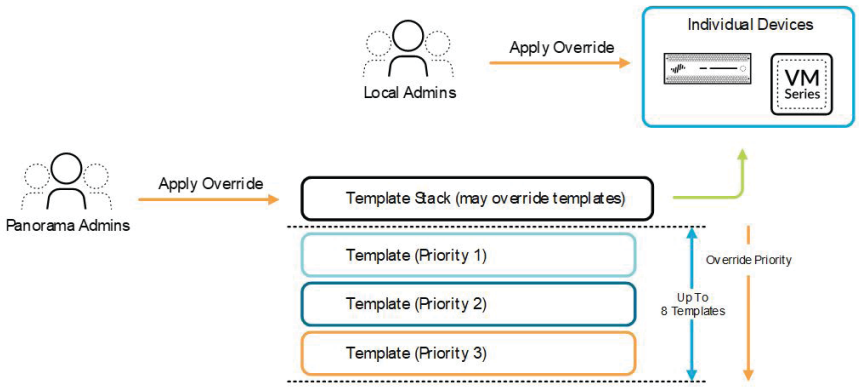
Templates/Template Stacks

Panorama manages common device and network configuration through templates. You can use templates to manage configuration centrally and then push the changes to all managed firewalls. This approach avoids making the same individual firewall change repeatedly across many devices. Templates are grouped together within a template stack, and the stack is applied to selected firewalls.

You can define common building blocks for device and network configuration within a template. These building blocks are logically combined by adding them to a template stack. If there are no overlapping parameters, then the stack reflects the combination of all the individual templates. If there is overlap, then the settings from the highest priority template take precedence. You can override the template settings at the stack level. A local administrator can also perform overrides directly on an individual device if necessary.

Firewall-specific settings such as IP addresses must be unique per-device. Instead of using overrides, you can manage these settings by using variables within templates. Panorama manages the variable assignments at deployment time, either on a per-device basis through manual assignment or in bulk by importing a spreadsheet with the settings for multiple devices.

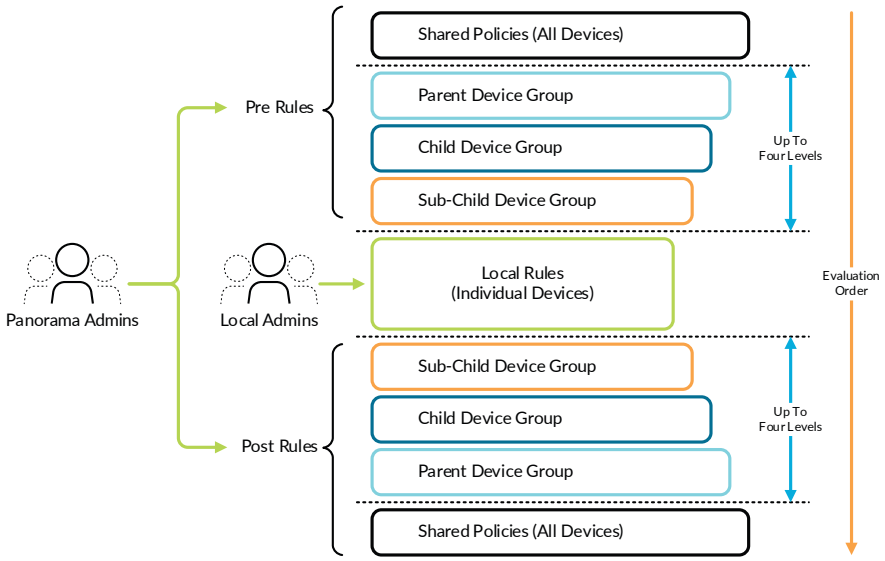
Figure 13 Panorama template stack and templates



Hierarchical Device Groups

Panorama manages common policies and objects through hierarchical device groups. It uses multi-level device groups to centrally manage the policies across all deployment locations with common requirements. For example, device groups may be determined geographically, such as Europe and North America. Also, each device group can have a functional sub-device group (for example, perimeter or data center).

Figure 14 Panorama device groups and policy evaluation



You can define shared policies for central control while granting your local firewall administrator the autonomy to make specific local adjustments. At the device group level, you can create common policies that are defined as the first set of rules (pre-rules) and the last set of rules (post-rules) to be evaluated against match criteria. You can view pre- and post-rules on a managed firewall, but you can edit them in Panorama only in the context of the defined administrative roles. Local device rules (those between pre- and post-rules) can be edited by either your local firewall administrator or by a Panorama administrator who has switched to a local firewall context. In addition, you can reference shared objects defined by a Panorama administrator in locally managed device rules.

Role-based administration delegates feature-level access, including availability of data (enabled, read-only, or disabled and hidden from view), to different members of your staff. You can give specific individuals access to tasks that are pertinent to their job while making other tasks either hidden or read-only.

As your deployment grows in size, you can make sure updates are sent to downstream boxes in an organized manner. For instance, you may prefer to centrally qualify a software update before it is delivered via Panorama to all production firewalls at once. Using Panorama, you can centrally manage the update process for software updates, content application updates, antivirus signatures, threat signatures, URL-filtering database, and licenses.

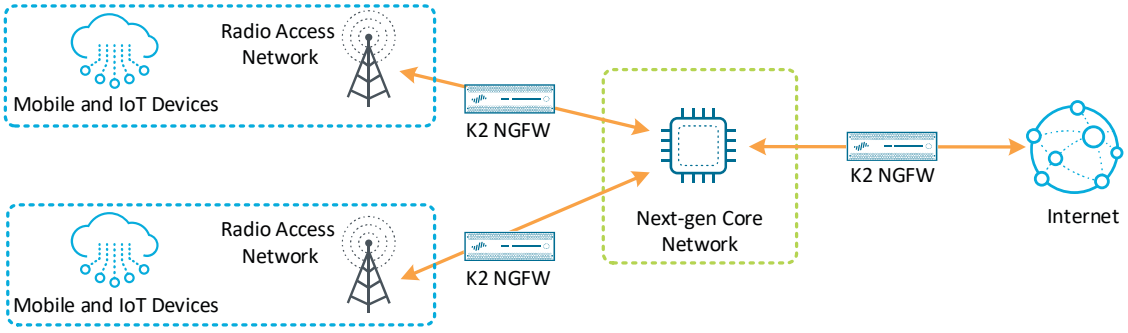
Panorama can also integrate with your IT workflow applications. When a log is generated on the next-generation firewall, Panorama can trigger actions and initiate workflows through HTTP-based APIs. Selective log forwarding allows you to define the criteria to automate a workflow or an action. Although you can integrate with any HTTP-based service that exposes an API, predefined formatting for ServiceNow and VMware NSX Manager allow you to create incident reports and tag virtual machines.

5G

5G creates disruptive business opportunities for mobile network operators because it can move beyond delivering connectivity and use security as a business enabler and competitive advantage. The evolution to 5G opens the door to exciting new services, but it also increases the number of potential intrusion points, amplifying the security impact. To tap into the 5G business opportunities with minimal risk of being exploited by bad actors, you need complete visibility and automated security across all network locations.

Palo Alto Networks has developed, as part of the next-generation firewall platform, a 5G-ready platform called K2-Series, to prevent successful cyberattacks targeting mobile network services. The K2 series are designed to handle growing throughput needs due to the increase of application, user and device generated data. The K2-Series offers amazing performance and threat prevention capabilities to stop advanced cyberattacks and secure mobile network infrastructure, subscribers, and services.

Figure 15 Securing 4G and 5G NR networks



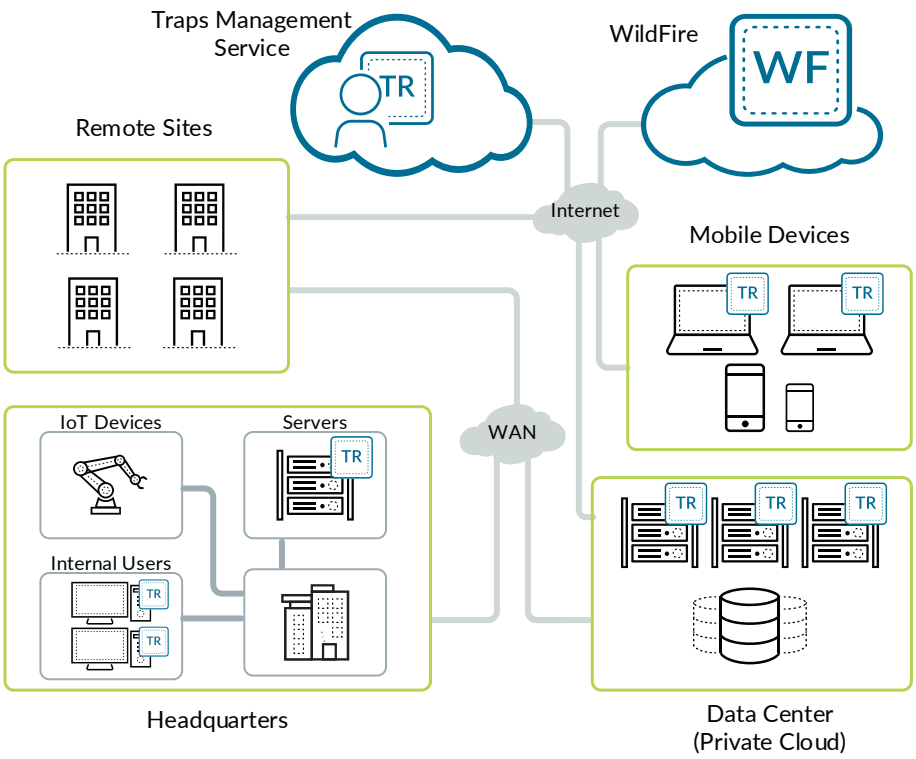
You can deploy K2 series on all 5G network interfaces in order to achieve scalable, complete protection with consistent management and full application visibility. The fundamental shift in 5G network architectures further intensifies the impact on the security landscape, with growth in the number of intrusion points, including attacks inside mobile tunnels and threats within apps traversing over cellular traffic. Mobile operators need consistent security enforcement across all network locations and all signaling traffic. This increases the need for application-aware Layer 7 security to detect known and unknown threats.

K2-Series offers two modes, secure mode and express mode. Secure mode comes with all of the NGFW features enabled, including threat prevention with the following enabled: App-ID, IPS, antivirus, antispyware, advanced malware analysis, and logging. Express mode is optimized for the highest throughput configuration but is upgradable to secure mode.

TRAPS ENDPOINT PROTECTION AND RESPONSE

Endpoint security is needed more than ever and Palo Alto Networks Traps advanced endpoint-protection replaces traditional antivirus with the most effective, purpose-built prevention methods. These methods pre-emptively block known and unknown threats (such as malware, exploits, and ransomware) by observing attack techniques and behaviors and preventing threats from compromising an endpoint.

Figure 16 Traps endpoint protection



Attackers must complete a certain sequence of events in order to successfully accomplish their objectives, whether stealing information or running ransomware. Nearly every attack relies on compromising an endpoint. The volume, severity, and sophistication of attacks have continued to increase and evolve. Attacks are getting more sophisticated.

Detection now requires an understanding of threat intelligence data from the network, endpoint, and cloud.

Due to the change in the threat landscape, automated, targeted, and sophisticated attacks can bypass traditional endpoint protection. This forces organizations to deploy multiple products from different vendors for threat defense. Traps simplifies this problem for the organization through a single endpoint protection and response product, with built in endpoint detection and response in a single agent.

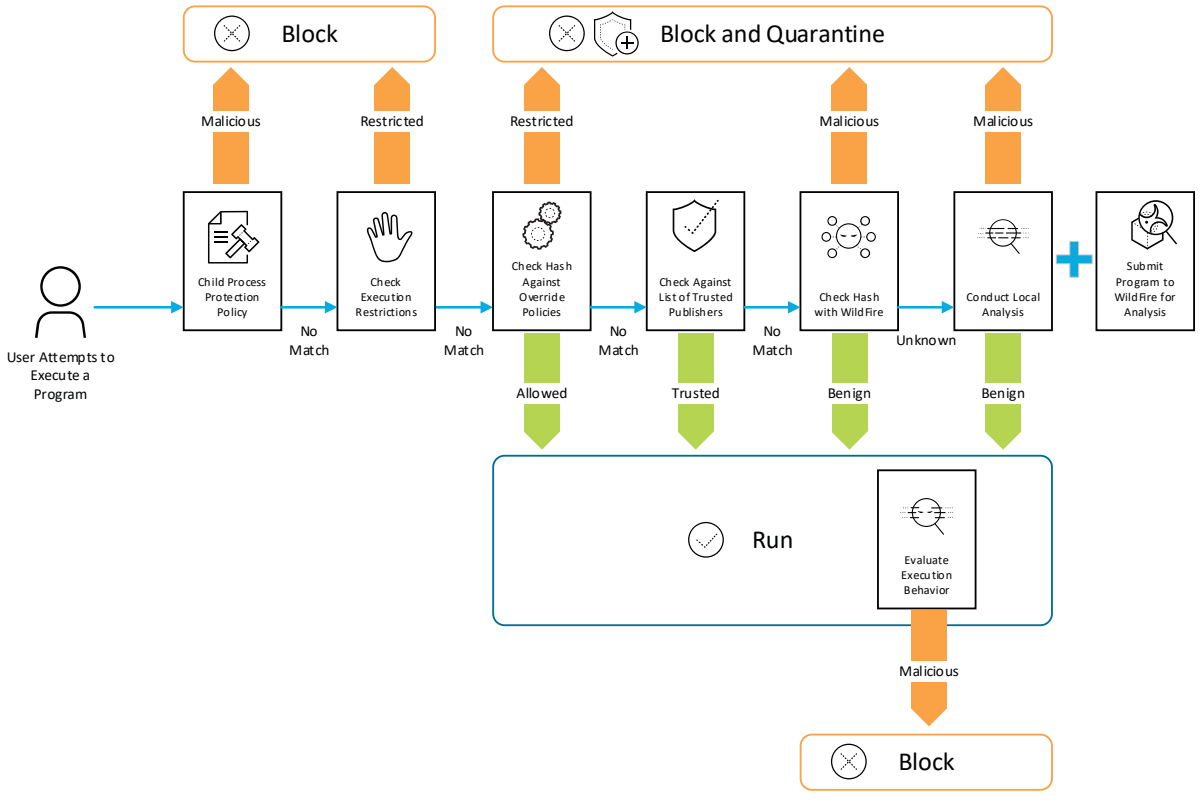
The correct approach to security requires three integrated capabilities: effective prevention of known threats, leveraging AI and machine learning to detect more sophisticated, unknown threats, and the use of automation to accelerate response.

Traps Multi-method Approach

Traps prevents successful exploits and malicious executables from running. To do so, Traps uses a unique, multi-method prevention approach that maximizes the coverage against malware while reducing the number of attack surfaces and increasing the malware-detection accuracy. By combining local analysis via machine learning, WildFire inspection and analysis, and scheduled scans for dormant malware, this approach prevents known and unknown malware from infecting endpoints.

Traps blocks exploit techniques at each step of the exploit attack, rather than focusing on each of the individual attacks. By blocking the exploit technique, Traps breaks the attack lifecycle, thereby rendering the threats ineffective. Traps uses pre-exploit protection to effectivity prevent attacks by blocking reconnaissance and vulnerability-profiling techniques before they launch exploit attacks. Traps uses a techniques-based exploitation prevention method to prevent known and zero-day exploits, without any prior knowledge of the threats, by blocking the techniques attackers use to manipulate legitimate applications.

Figure 17 Traps protection



Traps prevents known threats and then reports unknown threats to two local systems for analysis and verdicts and to WildFire for file analysis:

- **Local analysis via machine learning**—The Traps agent resides on the endpoint and doesn't require a cloud connection. It's based on a machine-learning model of samples from WildFire and examines hundreds of characteristics of a file in a fraction of a second in order to render a verdict before the file's allowed to execute, without relying on signatures, scanning, or behavioral analysis. You're also able to keep false positives low, thanks to training the model on both good and bad files. This approach differs from that of many of our competitors, who provide your teams not with a verdict, but a threat score. Your team then needs to decide whether or not to investigate. This just adds more work to their plate.
- **Behavioral threat protection**—Traps includes behavioral threat prevention, which identifies patterns of behavior that are indicative of an attack. Attacks have become more sophisticated and evasive by leveraging the host's operating system capabilities and administrative tools. This make the attacks much harder to identify, because the steps involved in the attack may seem legitimate, but when you examine the whole chain of events, then the entire chain can be found to be malicious. Sophisticated attacks that use multiple legitimate applications and processes for malicious operations have become more common, are hard to detect, and require visibility to correlate malicious behavior. For behavior-based protection to be effective, including identification of malicious activity occurring within legitimate processes, it's critical to understand everything happening on the endpoint. Traps detects and stops attack activity by monitoring for malicious sequences of events across processes and terminating attacks when they're detected.
- **WildFire**—Files are sent to WildFire for analysis to detect unknown malware. WildFire has multiple complimentary techniques, including:
  - Static analysis with machine learning, a complimentary model in addition to what's being used at the local level, detects known threats by analyzing the characteristics of samples prior to execution.
  - Machine learning identifies variants of known threats by comparing malware feature sets against a dynamically updated classification system.
  - Dynamic analysis is a custom-built, evasion-resistant virtualization environment in which previously unknown submissions are detonated to determine real-world effects and behavior. This new engine can defeat whole classes of anti-VM detections at once.
  - WildFire's Bare Metal Analysis environment dynamically steers evasive malware to real hardware for detonation, taking away the ability to profile and fail to detonate in a virtual environment. This is the final frontier for anti-VM detection.

Threat Detection, Investigation, and Response

Traps uses Cortex Data Lake to store all captured event and incident data, allowing a clean handoff to Cortex XDR. Cortex XDR is a detection and response app that natively integrates network, endpoint, and cloud data to stop sophisticated attacks.

XDR empowers organizations to quickly find and stop the stealthiest threats across all their environments. By analyzing rich network, endpoint, and cloud data with machine learning, XDR accurately identifies targeted attacks, malicious insiders, risky behavior, and endpoints compromised by malware. Because XDR is a cloud-delivered security service, organizations gain scalability, agility, and ease of deployment. Security analysts can accelerate investigations by automatically stitching endpoint, network, and cloud data together to provide a complete picture of an attack and determine root cause.

Traps Management with TMS

Traps management service (TMS) is a cloud-based endpoint security service. We provide customers their own customer-specific, cloud-based management interface, which allows them to set up, manage, and protect their endpoints. The TMS web interface is used by customers to manage their endpoint deployments by creating specific host or device agent installation packages, defining exploit and malware policies and handling of security events.

TMS requires Cortex Data Lake, and all licenses include Data Lake storage. You can view the logs by using the Traps management service and can also continue to use reporting capabilities directly from Panorama. The integration with WildFire for identifying malware continues to operate in the same manner as with on-premises versions of Traps Endpoint Security Manager.

Securing the Cloud with Prisma

Prisma provides the most comprehensive cloud security in the industry, protecting users, applications, and data, regardless of where they are. There are three main categories of cloud computing services:

- **Infrastructure as a service (IaaS)**—Such as Amazon Web Services (AWS), DigitalOcean, Microsoft Azure
- **Software as a service**—Such as Salesforce, G Suite, Workday, Adobe, Slack, Box, Office 365
- **Platform as a service**—Such as AWS, Google Cloud Platform (GCP), Microsoft Azure

Many hardware vendors provide virtualized options to complement their on-premises offerings, making private-cloud and public-cloud deployments somewhat ubiquitous. In the public cloud, IaaS providers supply basic compute, storage, and networking infrastructure and a virtualization layer to support individual VMs. IaaS customers must create these VMs, install operating systems and applications, and control all configuration and management tasks.

Prisma is a complete cloud security offering that provides visibility, reduction of risk, compliance, and secure access for organizations' applications and users. Regardless of where an organization is in their cloud integration, Prisma can secure their entire cloud posture in the following ways:

- **Secure cloud access**—Prisma Access provides secure access to the cloud from remote sites and for mobile users, globally and without compromising the users' experience.
- **Secure SaaS applications**—Prisma SaaS brings together data protection, governance, and compliance to safely enable SaaS application adoption.
- **Secure custom cloud applications**—Prisma Cloud provides continuous security monitoring, compliance validation, and cloud storage security capabilities across multi-cloud environments with Prisma Cloud. In addition to this, you can simplify security operations through effective threat protections enhanced with comprehensive cloud context. VM-Series provides in-line security in the cloud.

PRISMA ACCESS

Powered by Palo Alto Networks next-generation Security Operating Platform, Prisma Access provides secure access to internet and business applications hosted in SaaS, a corporate data center, or public clouds. Prisma Access inspects all traffic in order to identify applications, threats, and content. It provides visibility into the use of SaaS applications and the ability to control which SaaS applications are available to your users. Prisma Access is a cloud service, allowing you to avoid the challenges of sizing firewalls and compute resource allocation, minimizing coverage gaps or inconsistencies associated with your distributed organization. The elasticity of the cloud scales as demand shifts and traffic patterns change. The cloud service operationalizes security deployment to remote networks and mobile users by leveraging a cloud-based security infrastructure delivered by Palo Alto Networks.

Prisma Access provides both visibility into the use of applications on the network and the ability to control users' access to those applications. There are two options available as part of Prisma Access: Prisma Access for users and Prisma Access for networks.

Prisma Access Components

Prisma Access automatically deploys security processing nodes in the locations where you need them. Additionally, Prisma Access stores all logs in Cortex Data Lake. You configure Prisma Access through the cloud-service plugin for Panorama. Much of the configuration is automated using templates and device groups that Panorama automatically creates after registering with the cloud service.

One design decision is how you provide access to internal and on-premises resources from your remote networks and mobile users. This access is provided using service connections that pair to an IPSec-capable device, such as a Palo Alto Networks next-generation firewall at your data center or headquarters. You can configure service connections to as many as one hundred sites. The Prisma Access base offering includes licenses for the first three service connections, and you can add additional service connections as necessary.

Panorama and the Cloud Services Plugin

You manage Prisma Access through Panorama by using the Cloud Services plugin. By having Prisma Access managed through the same Panorama that manages your next-generation and VM-Series firewalls, you not only have a single interface for the configuration and monitoring of all your PAN-OS firewalls and services, but you also have a single source for security policy across your organization.

Although Prisma Access provides PAN-OS security capabilities, Panorama does not interact with Prisma Access in the same way it does next-generation and VM-Series firewalls in your organization. The Cloud Services plugin provides an abstraction layer between Prisma Access and Panorama, decoupling Panorama from the specifics and versions of the service. When updates to Prisma Access occur, the plugin must be updated, but Panorama itself doesn't require software updates.

Portal

GlobalProtect portal is a secure web service that provides for the distribution and management of GlobalProtect apps. The portal provides an authenticated SSL web service for the download of the GlobalProtect app to end users for self-service deployment. Once connected, the GlobalProtect app receives configuration information from the portal, including a list of Prisma Access locations, external and internal GlobalProtect gateways, required certificates, connection methods, and app behavior. In addition to app configuration, the portal can also distribute the GlobalProtect app to both macOS and Windows endpoints. For mobile endpoints, you distribute the GlobalProtect app through the mobile platform's app store or the organization's mobile device management system. Prisma Access provides the GlobalProtect portal functionality through resilient security processing nodes deployed globally. The service uses global DNS load-balancing to direct clients to the nearest portal.

Prisma Access Locations

GlobalProtect gateways provide security enforcement for traffic from GlobalProtect apps. The endpoint app establishes a secure tunnel, using IPSec or SSL, to the gateway.

Two types of GlobalProtect gateways exist:

- **Internal gateway**—An internal gateway is a next-generation or VM-Series firewall reachable from within the organization's network. This gateway can be a dedicated device or collocated on a device serving other security functions within the organization. When you use an internal gateway in conjunction with User-ID and/or HIP checks, you can use the gateway to provide a secure, accurate method of identifying user-to-IP mappings and the associated device state. You can share this information with other next-generation and VM-Series firewalls in the organization so that they can enforce policy based on user and group information. Internal gateways are most often configured in non-tunnel mode, meaning they don't terminate traffic but instead authenticate the user and capture the user-to-IP mapping and HIP information.
- **External gateway**—An external gateway is reachable from outside of the organization's network and provides security enforcement for mobile users. External gateways provide security for traffic from mobile users to the internet as well as remote access from mobile users to the organization's internal services and applications. The GlobalProtect app tunnels traffic to the external gateways across IPSec or SSL.

Prisma Access provides the GlobalProtect external gateway functionality and distributes the functionality throughout the world. You can choose the locations in which to enable the functionality, allowing you to distribute security close to your mobile users. The configuration complexity of Prisma Access doesn't increase as you increase the number of locations because you manage all Prisma Access locations through a single policy.

In some instances, such as when you have pre-existing GlobalProtect gateways at your data center, you might want mobile users to connect to external gateways in addition to Prisma Access. You can configure the app with these external gateways in Prisma Access, but you have to deploy and manage the additional gateways separately.

Although you cannot use Prisma Access as an internal gateway, within Prisma Access you can configure the app to use internal host detection and connect to internal gateways deployed outside Prisma Access. This way, when mobile users are on-site, they can bypass the connection to Prisma Access while still providing the organization with their user-to-IP mappings.

GlobalProtect App

The GlobalProtect app runs on Windows, macOS, Linux, iOS, Android, and Chrome. The GlobalProtect app is responsible for connecting to Prisma Access to obtain configuration information and then choosing a Prisma Access location to which it authenticates and tunnels traffic. Also, if required, the GlobalProtect app inventories the endpoint to determine how it is configured and builds a host information profile (HIP) to share with Prisma Access or internal gateway. You can use this information to build HIP-based policies based on several attributes, including:

- Operating system and application patch level.
- Host anti-malware/firewall version and state.
- Customized host conditions (for example, registry entries, running software).

Service Connections

Most organizations need to connect their mobile users to internal applications or data. Service connections provide secure connectivity for mobile or remote network users in Prisma Access to access internal applications and data in on-premises or cloud-based data centers.

Unlike Prisma Access-connected mobile users and remote networks, service connections do not support internet-bound traffic. A Prisma Access subscription includes licensing for three service connections, and you can provision up to 100 service connections in a Prisma Access network. Provisioning service connections four through 100 requires 300Mbs of license bandwidth for each service connection. However, the bandwidth used on a service connection is not rate limited to a configured rate like remote network locations are limited.

Service connections in Prisma Access provide multiple functions. These functions include:

- Connecting Prisma Access to your organization's internal services and applications.
- Connecting the mobile users or remote locations using Prisma Access to applications, networks, and users inside of your organization behind an HQ or data center link.
- Interconnecting mobile user to mobile user and mobile user to remote locations over the Prisma Access infrastructure.

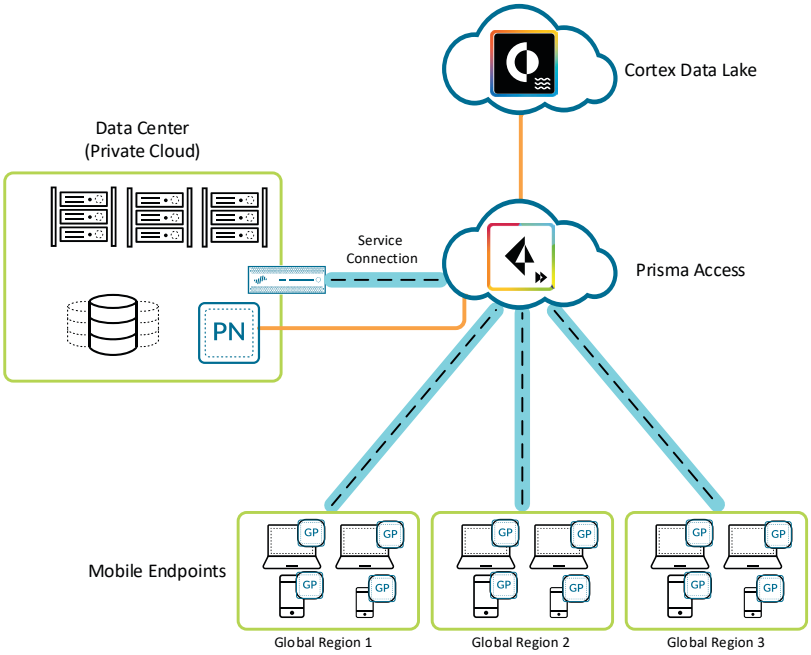
Cortex Data Lake

Prisma Access uses Cortex Data Lake to store logs. In addition to Prisma Access, Cortex Data Lake can provide cloud-based, centralized log storage and aggregation to Traps management service, and on-premises and virtual (private cloud and public cloud) firewalls. Cortex Data Lake is secure, resilient, and fault-tolerant, and because Palo Alto Networks delivers it as a cloud service, you can easily add additional capacity and integrate it with Cortex, which provides additional threat detection and response tools.

Prisma Access for Users

Prisma Access for users provides security services, including App-ID and threat prevention for mobile users, as a service in the cloud, providing an alternative to the traditional on-premises deployment of GlobalProtect. This deployment model is well suited for both new deployments across one or more global regions or as a hybrid deployment with security provided by a combination of Prisma Access and on-premises firewalls.

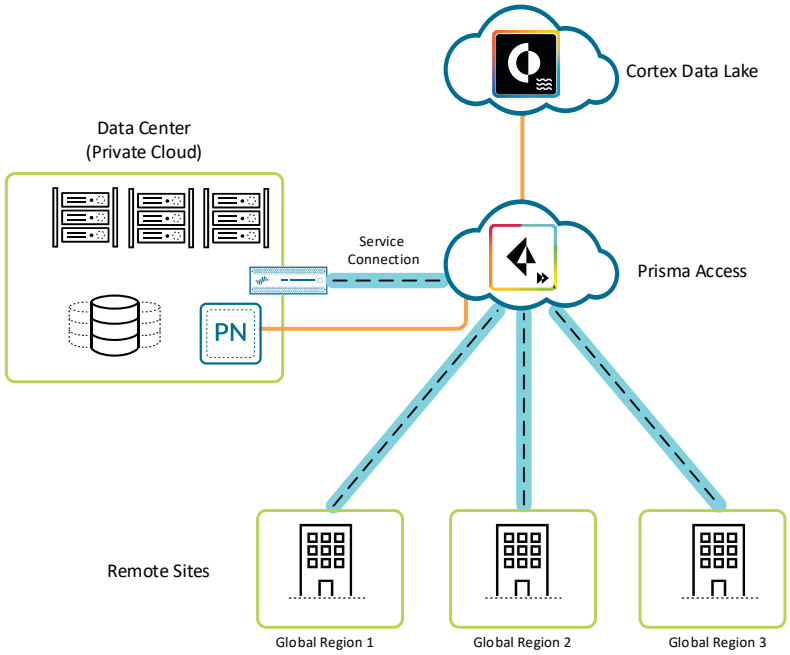
Figure 18 Prisma Access for users



Prisma Access for Networks

Prisma Access for networks provides security services, such as App-ID and threat prevention, for your remote branch offices and retail locations, safely enabling commonly used applications and web access. You connect remote networks to Prisma Access via an industry-standard IPSec VPN-capable device. Panorama continues to manage Prisma Access for consistency and takes advantage of our full suite of PAN-OS features. This deployment model is ideally suited for remote sites with a single WAN link and provides direct internet access through Prisma Access without the requirement to backhaul traffic to the central site.

Figure 19 Prisma Access for networks

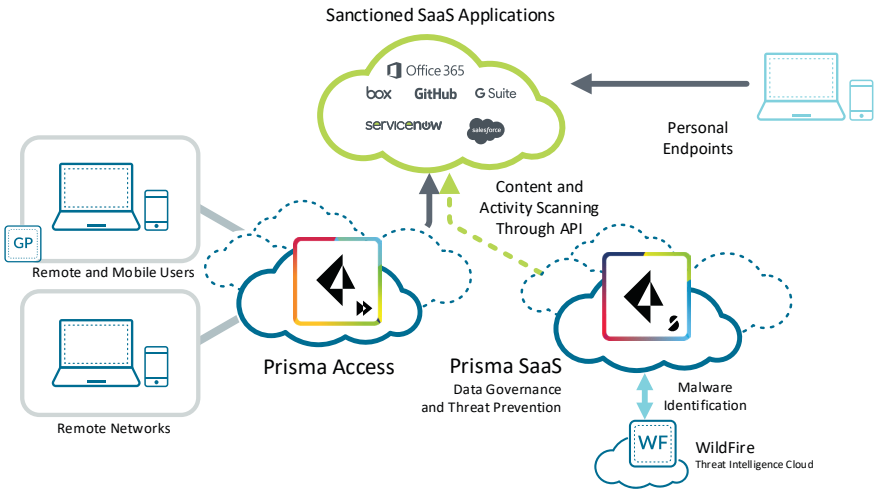


PRISMA SAAS

Prisma SaaS ensures the appropriateness of data stored in sanctioned and managed SaaS applications, and it secures data that is critical to the organization, sensitive, or subject to compliance issues.

Prisma SaaS also provides governance for SaaS application data and usage regardless of whether the owner is an internal or an external user or whether they use an organization's managed endpoints, a personal device, or an end-point managed by another organization. Because it connects directly to your sanctioned SaaS applications through the application's API, Prisma SaaS even provides governance to data stored in the application before the deployment of the service. Prisma SaaS therefore isn't deployed in-line with application traffic, supporting users who access data from outside of your network and managed endpoints.

Figure 20 Prisma SaaS



Because Prisma SaaS provides visibility into stored data and historical activities, you can explore and investigate them on-demand. And because visibility also extends into the access logs, you can see who accessed your data and when, even if the users were external. Beyond on-demand visibility, Prisma SaaS automatically assesses risk through content, activity, and security control policies. Content policies scan the content of data for information that is critical, sensitive, or subject to compliance and assign a risk value based on how the data is shared. You can mitigate the risk automatically or manually by quarantining, changing share access, or alerting the owner or an administrator. To highlight the abnormal movement of data out of the SaaS application, you can use activity policies to identify abnormal activity, such as large amounts of downloading or exporting data. Finally, security control policies allow you to monitor the configuration of SaaS applications for misconfigurations that would reduce your security.

Prisma SaaS generates robust reports about SaaS application data activities. These reports:

- Summarize policy violations.
- Capture how sensitive content is exposed.
- List the top domains to which users are sharing files.
- Identify users who present the most significant risk.
- List the most popular file types and risks per file type across managed cloud applications.

PRISMA CLOUD

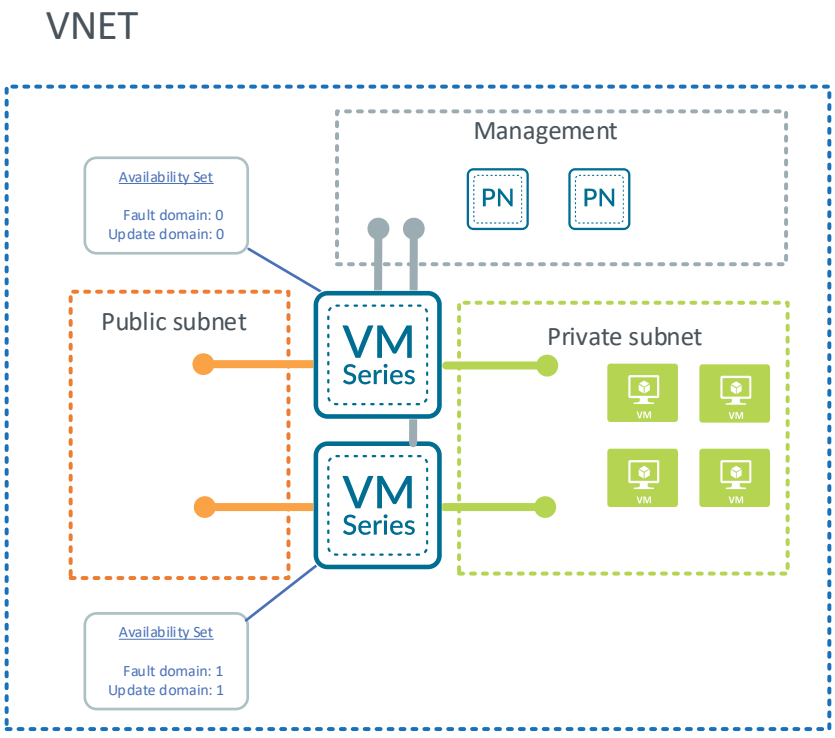
There are three core elements of cloud security that are required in order to secure applications delivered from the cloud. The first element is to provide inline protection with a virtualized next-generation firewall in a similar manner to that used for on-premises and private cloud. The second element is to secure the operating systems and applications by using advanced endpoint protection. This requirement does not differ from on-premises deployments. The third element is to provide visibility, detection, response, and compliance through a combination of cloud application protection and cloud infrastructure services protection.

In-Line Protection with VM-Series

The Palo Alto Networks VM-Series firewall protects your public cloud deployments by segmenting applications and preventing threats. The VM-Series is supported on AWS, Azure, and GCP, which enables you to securely implement a cloud-first methodology while transforming your data center into a hybrid architecture that combines the security and agility of public cloud with your on-premises resources. This allows you to move your applications to the public cloud while maintaining a security posture that is consistent with the one that you may have established on your physical network. The VM-Series natively analyzes all traffic in a single pass to determine application-, content-, and user-identity. The firewall uses the application, content, and user as core elements of your security policy and for visibility, reporting, and incident investigation.

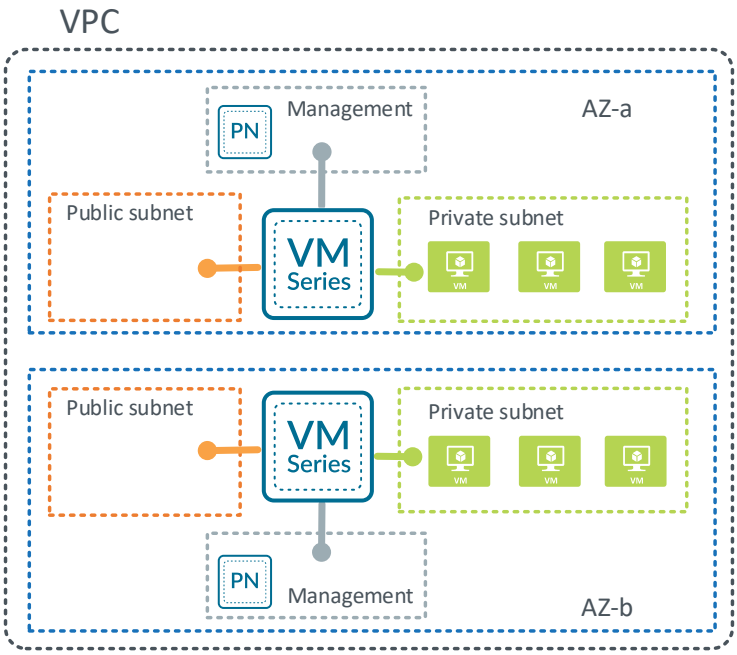
The following figure demonstrates an example of VM-Series deployed in the public cloud for in-line protection. This deployment uses a single Azure VNET deployment to demonstrate one of the deployment options in Azure. The figure illustrates that traffic is separated into 3 zones: Public, Private, and Management.

Figure 21 VM-Series deployed in Azure



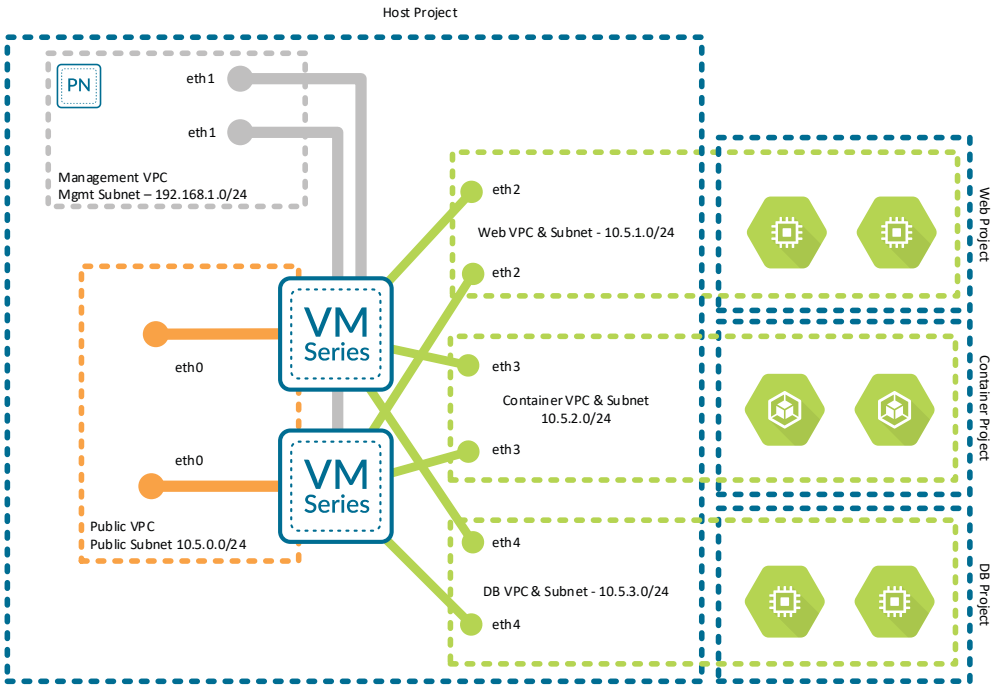
The following figure shows an example of an AWS single VPC deployment, with two VM-Series firewalls in two separate availability zones for resiliency. Traffic from each of the subnets is directed to the firewalls.

Figure 22 VM-Series deployed in AWS



The following figure shows a GCP deployment example. Separate VPCs are used for Public, Private, and management networks so that traffic can be directed through the VM-Series firewalls.

Figure 23 VM-Series deployed in GCP



Panorama can manage the VM-Series whether deployed in the cloud or from an on-site deployment. When you have an existing Panorama deployment on-site for firewalls in your data center and internet perimeter, you can use it to manage the VM-Series firewalls in the public cloud. However, sending logging data back to the on-site Panorama can be inefficient and costly, and it can pose data privacy and residency issues in some regions. An alternative to sending the logging data back to your on-site Panorama is to deploy Panorama dedicated log collectors in the public cloud and use the on-site Panorama for management. Deploying a dedicated log collector in the public cloud reduces the amount of logging data that leaves the cloud, but it still allows your on-site Panorama to manage the VM-Series firewalls in the public cloud and have full visibility to the logs as needed. Panorama is available as a virtual appliance for deployment in the public cloud and supports Log Collector mode, Management Only mode, and Panorama mode. You can use the Cortex Data Lake to simplify log management and provide scalability; for visibility, it is a single pane of glass.

Prisma Cloud Security and Compliance

Security and compliance risks in cloud computing threaten an organization's ability to drive digital business. The dynamic nature of the cloud, coupled with the potential complexity of having multiple cloud service providers in the environment and massive volume of cloud workloads, makes security and compliance cumbersome. Public cloud environments use a decentralized administration framework that often suffers from a corresponding lack of any centralized visibility. Additionally, compliance within these environments is complex to manage. Incident response requires the ability to rapidly detect and respond to threats; however, public cloud capabilities are limited in these areas.

Prisma Cloud addresses the cloud risks by enabling customers to have continuous visibility, detection and response of what is occurring in their public cloud environments. Prisma Cloud combines cloud-native security analytics, compliance monitoring, reporting, and advanced threat detection with one-click remediation, enabling granular visibility and control of cloud resources. The Prisma Cloud approach is to tell you what "is going wrong" as opposed to "what could go wrong," providing deep insight and visibility in what resources are exposed in the cloud, as well as what specific traffic is going to an individual resource. Prisma Cloud connects to your public cloud deployments via APIs and aggregates raw configuration data, user activities, and network traffic to analyze and produce concise actionable insights.

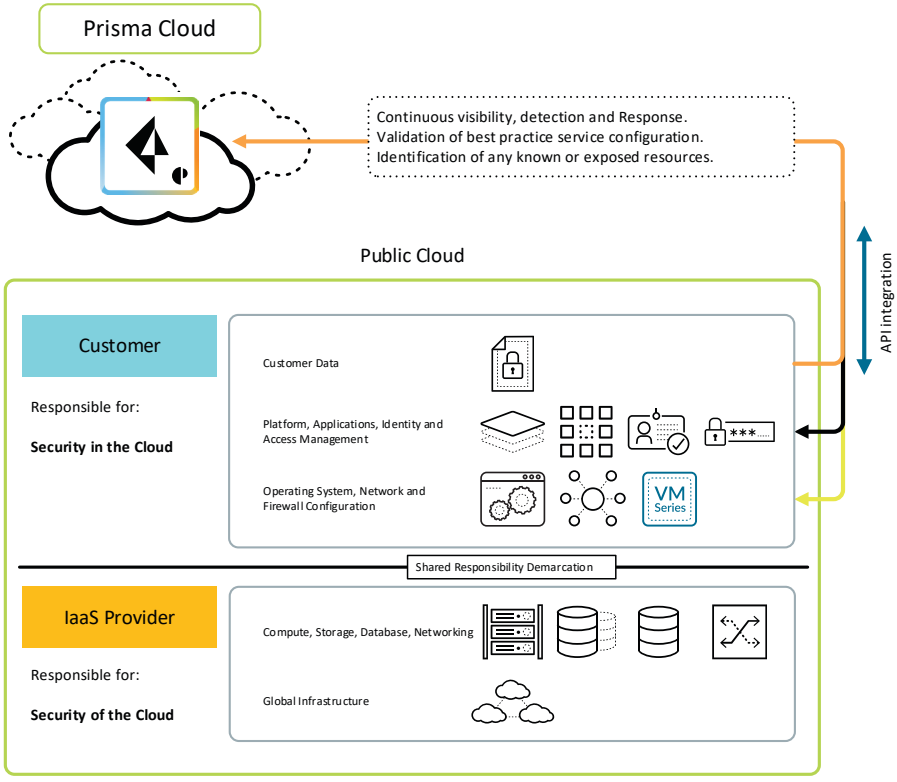
Prisma Cloud offers comprehensive and consistent cloud infrastructure protection that enables organizations to effectively transition to the public cloud by managing security and compliance risks within their public cloud infrastructure. Through proactive security assessment and configuration management by using industry best practices, Prisma Cloud makes cloud-computing assets harder to exploit. Prisma Cloud enables organizations to implement continuous monitoring of the public cloud infrastructure and provides an essential, automated, up-to-date status of the security posture that they can use to make cost effective, risk-based decisions about service configuration and vulnerabilities inherent in cloud deployments.

Prisma Cloud provides cloud infrastructure protection across the following areas:

- **Multi-cloud security**—Provides a consistent implementation of security best practices across your public cloud environments. Prisma Cloud requires no agents, proxies, software, or hardware for deployment and integrates with a variety of threat intelligence feeds. Prisma Cloud includes pre-packaged polices to secure multiple public cloud environments.
- **Continuous compliance**—Maintain continuous compliance across CIS, NIST, PCI, FedRAMP, GDPR, ISO, and SOC 2 by monitoring API-connected cloud resources across multiple cloud environments in real time. Generate compliance documentation with one-click exportable, fully prepared reports.
- **Cloud forensics**—Go back in time to the moment a resource was first created and see chronologically every change and by whom. Prisma Cloud provides forensic investigation and auditing capabilities of potentially compromised resources across your public cloud environments. Historical information extends back to initial creation of each resource and the detailed change records includes who made each change.
- **DevOps and automation**—Enable secure DevOps without adding friction by setting architecture standards that provide prescribed policy guardrails. This methodology permits agile development teams to maintain their focus on developing and deploying apps to support business requirements.

IaaS vendors such as AWS, Microsoft Azure, GCP provide basic infrastructure components with a responsibility to ensure that the customer's workloads are appropriately isolated from other workloads and that the underlying infrastructure and physical environment is secure. However, the customer has the responsibility for securely configuring the instances, operating systems, and any necessary applications, as well as maintaining the integrity of the data processed and stored by each virtual machine. This shared responsibility model is often a point of confusion for consumers of cloud services.

Figure 24 Prisma Cloud multi-cloud security and compliance



Understanding the shared responsibility model for each of the cloud providers used can go a long way in helping organizations protect their data. Vulnerabilities in cloud services do happen, but they are few and far between. Cloud providers go to great lengths to ensure that the services they provide meet many of the compliance requirements and are certified against them. That is part of their responsibility. The infrastructure that is built using those cloud services is ultimately the customer's responsibility.

Services have default configurations that may be secure upon implementation, but it is up to the customer to make the assessment and lock those service configurations down to ensure the integrity of the data itself.

Prisma Cloud also prevents the cloud infrastructure from falling out of compliance and provides visibility into the actual security posture of the cloud to avoid failed audits and subsequent fines associated with data breaches and non-compliance.

Securing the Future with Cortex

Cortex is an AI-based, continuous security platform. Cortex allows organizations to create, deliver, and consume innovative new security products from any provider, without additional complexity or infrastructure.

Security teams are constantly challenged to prevent data breaches. The issues originate from too many alerts, too few security analysts, narrowly focused tools, lack of integration, and time. The more they react, the further behind they get. Palo Alto Networks has developed a breakthrough approach to SOC visibility, investigation and speedy resolution called Cortex XDR. XDR stands for *detection and response*, where the "X" represents *across any data source*, be it network, endpoint, or cloud. XDR brings visibility to the security team across all aspects of the infrastructure, breaking down silos and presenting a holistic picture of the organization's activity in order to improve security operations and posture.

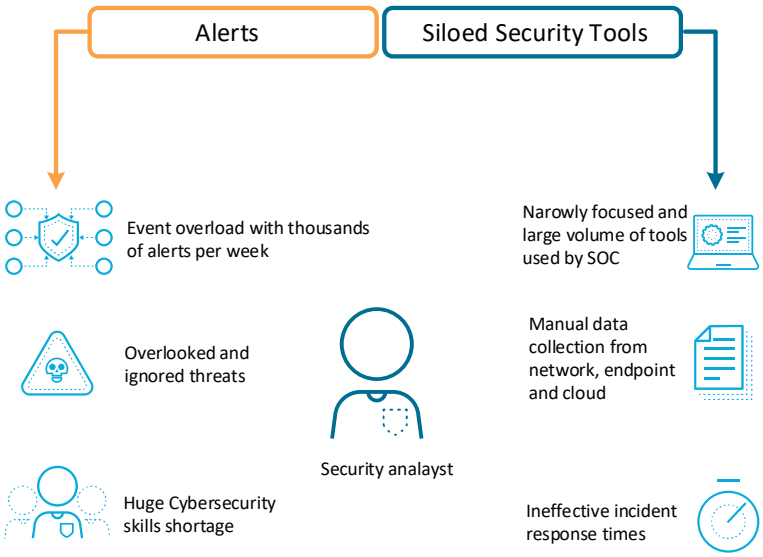
From a business perspective, XDR enables organizations to prevent successful cyberattacks as well as simplify and strengthen security processes. This, in turn, enables them to better serve users and accelerate digital transformation initiatives—because when users, data, and applications are protected, companies can focus on strategic priorities. With XDR, you can uncover stealthy threats with behavior analytics, investigate events, and hunt down threats with powerful search tools.

Security Operations (SecOps) is a joint effort between IT teams such as security and operations working to prevent threats and detect and respond to security incidents. The goal of any security team is to defend an organization's infrastructure and data from damage, unauthorized access, and misuse. Larger organizations operate a Security Operation Center (SOC), where a team of dedicated security staff detect, investigate and respond to threats with tools to determine the extent of the threat through analysis and threat hunting techniques.

For organizations threats continue to escalate in sophistication and numbers putting SecOps under increased pressure with the large number of alerts they receive, making it impossible to effectively deal with. Another challenge SecOps face when dealing with all the alerts they receive, is the lack of overall context for their investigations, when dealing with multiple separate platforms that are generating alerts. This causes the SecOps teams to have to manually integrate multiple data sources and tools to understand the attack, causing investigations to take too long and potential threats being missed.

Achieving 100% prevention is extremely difficult for any organization. Security Operation Centers go out and purchase many niche security products today, with the disadvantage of trying to track and manage so many alerts coming in from different platforms and tools. It can take days to weeks for one SOC engineer to investigate a single suspicious activity or alert, which may lead to nothing in the end.

Figure 25 Struggles of a security analyst



Palo Alto Networks has a different approach for SecOps teams:

1. First, you prevent all of the threats you can with Traps endpoint protection and our next-generation firewalls.
2. Everything you can't prevent, you need to detect and investigate rapidly. You achieve this with Cortex XDR and AutoFocus.
3. Then you continuously automate responses with Demisto security orchestration. Demisto orchestration allows security teams to ingest alerts across multiple sources and then execute automatable playbooks for accelerated incident response.

Cortex is the platform for SecOps. Think of Cortex as your one-stop shop for SecOps, solving all key challenges in a more efficient way with higher security outcomes. With Cortex you can speed up investigations by having the right data, integrated across network, endpoint, and cloud, with all the context needed for security analysts. The platform has two primary SecOps elements:

- **Cortex XDR for detection and response**—Cortex XDR was the first-to-market and defining product in the "XDR" market category, which leapfrogs endpoint protection and response (EDR) with its narrow focus on just the endpoint.
- **Demisto for security orchestration, automation, and response**—Demisto provides playbooks with 300+ multi-vendor integrations that help solve any security use-case.

CORTEX DATA LAKE

Cortex Data Lake enables AI-based innovations for cybersecurity and provides cloud-based, centralized log storage and aggregation for your enterprise security data. This allows you to apply advanced AI and machine learning with the benefit of cloud scale data and compute so that you can constantly learn from new data sources and evolve your defenses.

Cortex Data Lake is secure, resilient, and fault-tolerant, and because it is delivered as a cloud service, you can easily add additional capacity without the delay typically associated with the deployment of new storage and logging infrastructure. Palo Alto Networks takes care of the ongoing maintenance and monitoring of the storage infrastructure so that you can focus on your business.

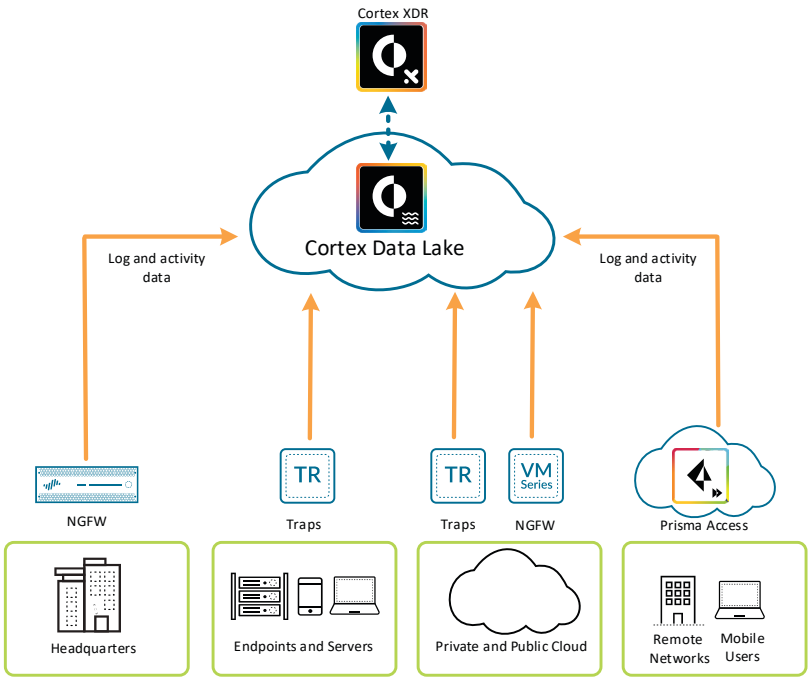
Cortex Data Lake uses the cloud service plugin for Panorama. Panorama provides the interface for the logs stored in the Data Lake Service. From Panorama, you can see an aggregated view of all logs stored in the Data Lake Service, and you can generate reports and perform log analysis and forensics on the log data.

You can deploy any combination of Cortex Data Lake and on-premises Panorama Log Collectors, providing complete flexibility to align logging capacity purchase to your economic model of choice. Use your current on-premises collectors where they exist or where regulations mandate their use. Augment those collectors with cloud-based Cortex Data Lake to address capacity needs for new locations or rapidly changing business needs, per the economic model that aligns better with your business. Adoption of Cortex Data Lake capabilities also prepares your organization to take advantage of the Cortex platform.

Panorama is able to analyze all of your log data and provide actionable insights into whether the logs are stored on the Panorama Log Collectors or in the cloud-based Cortex Data Lake. Regardless of where the data is accessed from, Panorama continues to provide unparalleled network and threat visibility.

The benefit of using Cortex Data Lake goes well beyond scale and convenience when tied into the Palo Alto Networks Cortex platform. Cortex Data Lake acts as the exclusive customer-specific data store for use by the Cortex platform and the associated apps. Within the Cortex platform, Cortex Data Lake collects enhanced log data generated by security sensors already deployed in the network. This methodology enables app developers to focus on driving new security capabilities instead of generating, ingesting, and storing high-volume data.

Figure 26 Cortex Data Lake



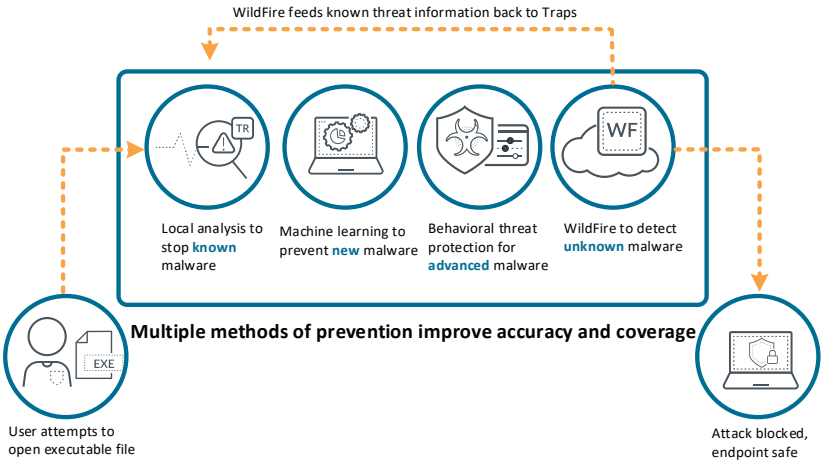
TRAPS

Traps offers an integrated best-in-class endpoint prevention, which fulfills the most rigorous endpoint security requirements, including EDR, next-generation antivirus, and legacy antivirus replacement. Traps prevents all malware by using local, host-based detection assisted by WildFire to obtain a definitive verdict on unknown files. Exploits are prevented by stopping the techniques themselves, requiring no prior knowledge, and allowing Traps top stop entire classes of attacks.

Traps is included with Cortex XDR and prevents all malware, blocks exploits and analyzes suspicious patterns through behavioral threat protection. Behavioral threat protection analyzes multiple behaviors together to identify and stop the most sophisticated threats.

Combining multiple methods of prevention, Traps stands apart in its ability to protect endpoints. Traps thwarts malware infections by blocking the exploits used by attackers to compromise endpoints and install malware. Traps protects hosts by identifying exploit techniques—not just exploit signatures—so it can stop zero-day threats. In addition, it identifies sequences of behavior unique to malware and ransomware with its powerful behavioral threat protection engine. Traps integrates with Palo Alto Networks WildFire, our malware prevention service, to analyze suspicious files in the cloud and coordinate protection across all Palo Alto Networks security products.

Figure 27 Traps preventing attacks



CORTEX XDR PROTECTION FRAMEWORK

As attackers continually advance and innovate, so must the organization's ability to defend. Cortex XDR protects and defends the organization at every stage of security operation through the following steps:

- **Prevention and detection**—Cortex XDR subscriptions include Traps endpoint protection and response in order to automatically block malware, exploits, and fileless attacks while collecting data for Cortex XDR. In addition, Palo Alto Networks offers a complete portfolio of security offerings that prevent attacks through the latest breakthroughs in security, automation, and analytics.

  Cortex XDR uncovers stealthy attacks by using analytics and machine learning, allowing your team to focus on the threats that matter. XDR starts by analyzing rich data gathered across the Palo Alto Networks platform, providing you complete visibility and eliminating blind spots. It stitches together data collected from your network, endpoints, and cloud assets to accurately detect attacks and simplify investigations.

- **Rapid investigations**—To expedite triage and analysis of any threat, your analysts need full investigative context at their fingertips. Cortex XDR delivers several key features that accelerate alert triage and incident response. An alert dashboard lets your team sort, filter, export, or even investigate alerts from any source with a single click. Your team can instantly understand the root cause, reputation, and sequence of events associated with each alert, lowering the experience needed to verify threats while ensuring fast and accurate decisions.

- **Response and adaption**—After you identify threats, you need to contain them quickly. Cortex XDR lets your security team instantly eliminate network, endpoint, and cloud threats from one console. Your team can quickly stop the spread of malware, restrict network activity to and from devices, and update threat prevention lists, such as bad domains, through tight integration with enforcement points. With Remote Terminal, response and remediation can go beyond initial containment. Your analysts can remotely view alerts, upload tools, and interactively run commands or scripts using Python or PowerShell for in-depth forensic investigations.

Prevention and Detection: Analytics

Behavioral analytics are essential for stopping attacks. Machine learning enables you to detect low and slow behaviors accurately and automatically, which is not possible with static rules that look for known patterns and are not accurate for behavioral detection. XDR obtains data from multiple sources (network, endpoint, and cloud) and stitches them together to create a picture of what is happening.

XDR behavioral analytics enable security teams to detect and stop advanced attacks. XDR analyzes endpoint, network, and cloud data with machine learning. XDR accurately identifies behavior anomalies that indicate an attack. XDR focuses on network-based attack behaviors and, using XDR Pathfinder endpoint analysis, can determine which endpoint processes are responsible for attacks. This integrated endpoint analysis helps security analysts identify which apps or tools, such as PowerShell or WMI, were used for attacks.

XDR analyzes data stored in the Cortex Data Lake Service (data from Palo Alto Networks endpoints, the cloud, and the next-generation firewalls), including information on users, devices and applications. XDR examines multiple logs, including Enhanced Application Logs, which provide data specifically designed for analytics, allowing XDR to track attributes that are nearly impossible to ascertain from traditional threat logs or high-level network flow data.

The analysis that XDR performs is based on a combination of unsupervised and supervised machine-learning techniques. XDR uses unsupervised machine learning to model user and device behavior, perform peer-group analysis, and cluster devices into relevant groups of behavior. Based on these profiles, XDR detects anomalies compared to past behavior and peer behavior. XDR also monitors multiple characteristics of network traffic to classify each device by type, such as a desktop computer, mobile device or mail server. XDR also learns which users are IT administrators or normal users. With supervised machine learning, XDR recognizes deviations from expected behavior based on the type of user or device, reducing false positives.

Rapid Investigations: Detection and Response

With Cortex XDR, you can use your existing Palo Alto Networks network, endpoint, and cloud security as sensors and enforcement points, eliminating the need to deploy new software or hardware. XDR investigation and response provides deep root-cause analysis to show the chain of events all tied together in one place. Traps sends security event data and EDR logs, and the firewall sends firewall and threat logs to the Cortex Data Lake, where XDR can use the data. By stitching the data together, you have one coherent story on what happened, including the entire chain of events that occurred. From this we can obtain a causality (taken from the term *cause and effect*), which is basically the chain of execution related to the alert, including all involved processes. Causality continuously and automatically analyzes data to identify the chains of events associated with any process, host, user, connection, or file to reveal the attack-chain behind every threat. It visualizes the causality of events, automating the dot-connection process that an investigator would otherwise have to do manually. The result will be a full root-cause analysis of why an alert was raised (both detection and prevention alerts), what the potential damage might be, and many notable items that require attention. After you understand the cause, you can then respond and adapt to the alert.

Response and Adaptation: Threat Hunting

With XDR, you can uncover hidden malware, targeted attacks, and insider threats, because your security team can search, schedule, and even save queries to identify hard-to-find threats across your network, endpoints, and cloud data. Flexible searching capabilities allow your analysts to hunt for threats and search for indicators of compromise without needing to learn a new query language. By incorporating threat intelligence from Palo Alto Networks with network, process, application and other activity, your team can catch malware and external and internal attacks whether they are in progress or happened in the past.

DEMISTO

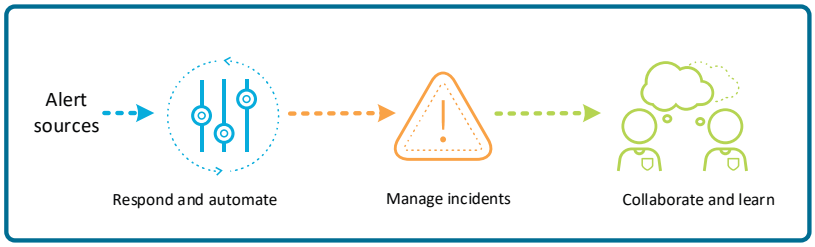
Demisto is a SOAR platform that enables security teams to accelerate response across people, process, and technology. SOAR consists of the following:

- **Orchestration—**Involves controlling and activating the security product stack from a central location. SOAR products do this through playbooks, which are task-based workflows that coordinate across people, process, and technology.
- **Automation**—Is a logical subset of orchestration. Within SOAR, automation involves finding repeatable tasks and executing them at machine speed. SOAR products have automation scripts and extensible product integrations to accomplish this.
- **Response**—Involves maintaining incident oversight as it goes through the lifecycle. Within SOAR products, this includes case management, collaboration during investigation, and analysis and reporting after incident closure.

With Demisto, an organization can accelerate responses by responding to incidents with speed and scale, which Demisto achieves through hundreds of integrations across the security field. Thousands of automations power the integrations, helping organizations execute repetitive actions at machine speed. This reduces business and security risks.

To standardize the processes, Demisto creates product playbooks with the automated actions. These are visual, task-based workflows. Playbooks can be fully automated, manual, or a combination of both, allowing an organization to respond to incidents in a standard way and easing enforcement of processes across use-cases and staff. When you need playbooks to be complemented with real-time investigation, you can accomplish it in the Demisto War Room. Each Demisto incident has a War Room view, where analysts can chat with each other, execute actions across products remotely, and also leverage Demisto's machine learning suggestions to enhance performance.

Figure 28 Respond, automate, and manage with Demisto



Demisto combats security challenges with three main areas of focus:

- **Workflow automation**—Demisto makes workflow automation possible through an extensible integration network with hundreds of security and non-security products. These integrations are powered by thousands of actions that can be remotely executed within Demisto, either as automated playbook tasks or in real-time. Workflow automation helps you respond to incidents with speed and scale.
- **Case management and ticketing**—Demisto can ingest alert data across a range of sources, including SIEMs, network security tools, email inboxes, vulnerability management tools, and cloud security solutions. Demisto case management helps you standardize processes across products, teams, and use cases, while also providing the flexibility needed to adapt to emerging threats.
- **Collaboration and investigation**—Each Demisto incident has a War Room view, which is a shared workspace where security analysts can chat with one another and conduct joint investigations.

Before Demisto, an organization would have disparate alert sources, lack of defined processes, and repetitive and manual actions with a lack of product interconnectivity. With Demisto, an organization has all of the alerts flowing into a single console, standardized and enforceable processes, automated actions, and cross-product coordination without the need to work with multiple consoles.

AUTOFOCUS AND MINEMELD

AutoFocus is a contextual threat intelligence service that accelerates analysis, correlation, and prevention workflows. A powerful search engine driven by a highly flexible, web-based dashboard allows subscribers to index through billions of threat artifacts collected by WildFire. Unique, targeted attacks are automatically prioritized with full context, allowing

security teams to respond to critical attacks faster, without additional IT security resources. AutoFocus enables you to distinguish the most important threats from everyday commodity attacks by matching events on your network to tags. Now, instead of seeing that a malicious event has occurred, you immediately know the context around an attack, such as the malware family, campaign, or malicious actor targeting your organization. When identified, AutoFocus alerts your security team about high-priority events, enabling you to take swift action to mitigate impact.

AutoFocus helps your team become advanced threat hunters instead of relying on a small group of highly specialized security operations professionals. Threat intelligence from the service is directly accessible in the Palo Alto Networks platform, including PAN-OS and Panorama. AutoFocus speeds the security team's existing workflows—allowing for in-depth investigation into suspicious activity, without additional specialized resources.

When further analysis is required, users can switch between AutoFocus and PAN-OS or Panorama, with pre-populated searches for both systems. With AutoFocus and the platform, users can answer questions regarding:

- How targeted or unique a threat seen on their network is.
- Related malicious samples for further investigation.
- Domain resolution history for identifying suspicious DNS queries.

AutoFocus enables you to create new protections for the Palo Alto Networks Security Operating Platform by exporting high-value indicators of compromise from the service into PAN-OS external block lists, blocking malicious URLs, domains, or IP addresses instantly. AutoFocus can also export indicators to third-party security devices via a standard CSV format. You can use AutoFocus to identify unique, targeted attacks facing your organization and take direct action to mitigate and prevent them.

Threat analysis, forensics, and incident response teams often rely on a broad range of scripts, open-source tools, security devices, and services in order to investigate potential incidents. AutoFocus can dramatically cut the time required to investigate by enriching third-party services through the AutoFocus API, remote sweeping capability, and support for the Structured Threat Information eXpression (STIX) data format. AutoFocus provides out-of-the-box integration with STIX infrastructure and makes data available for export in the STIX data format.

The AutoFocus API is built on a RESTful framework that provides for flexible integrations, such as feeding intelligence into existing Security Information and Event Management (SIEM) tools, making data available for additional threat analysis or custom threat-blocking automations.

Users can export from indicators in the service to both internal and third-party external systems directly from AutoFocus. To enable seamless analysis across their entire infrastructure, teams can define up to 10 external systems, such as correlating logs from next-generation firewalls or triggering searches in SIEM tools.

AutoFocus is offered as a hosted security service that neither requires configuration changes to your next-generation firewall nor results in performance impacts to the device. It integrates seamlessly into Panorama or ACC, requiring no additional user interfaces.

MineMeld™ complements AutoFocus. Organizations typically rely on multiple sources of threat intelligence to ensure the widest possible visibility into emerging threats, but they struggle to aggregate, correlate, validate, and share indicators across different feeds. As part of AutoFocus, the MineMeld application provides a single, unified, threat feed and indicator management system. MineMeld is an extensible threat intelligence processing framework and blends together multiple threat indicator feeds. Based on an extremely flexible engine, you can use MineMeld to collect, aggregate, and filter indicators from a variety of sources and make them available for consumption to peers or to the Palo Alto Networks Security Operating Platform.

Summary

This guide provides an overview of all of the components that comprise the Security Operating Platform and how the Palo Alto Networks preventative approach is different from other companies. Now that you have an understanding of the Palo Alto Networks Security Operating Platform, you can go deeper into specific areas or relevant architectures by reading the reference architecture guides at this location:

https://www.paloaltonetworks.com/referencearchitectures



You can use the feedback form to send comments about this guide.

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B-000185P-1 10/19

SYNNEX Corporation Distribution Return Policy

PRODUCT RETURNS Return requests may be submitted through the following channels:

CUSTOMER SERVICE Hotline: 800-756-1888 Monday through Friday 8AM-8PM EST

EMAIL: CSHELP@SYNNEX.com

WEBCHAT:
http://apps2.link2support.com/WEBCHAT%20SYNNEX/Main.php?do=_WEBCHAT&submit=_Login

REQUIRMENTS

Defective or damaged Products or those subject to customer remorse may be returned to SYNNEX by adhering to the Requirements below.

1. Reseller must obtain a valid RMA number for all returns.
2. As the distributor of manufacturer branded products, SYNNEX must adhere to the manufacturer's return policies. These policies include adhering to final dates of return or re-stocking fees for returns. At a minimum, SYNNEX agrees to a 30 day return policy for unopened product.
3. Not all product lines are eligible for this return policy. Check with your SYNNEX salesperson to verify specific eligibility.

PROCDEURES

The procedures provided below for replacement or credits are the exclusive remedies to Reseller for any claim related to any defective or damaged Products or customer remorse.

1. RMAs will be issued for items eligible for return. If any item is ineligible for return, Reseller will be informed and the RMA will be denied.
2. SYNNEX will not be obligated to replace or provide credit for Products returned as defective and damaged from abuse, misuse (including improper storage) or other product warranty exclusion, from attempted repair, or during repossession or shipment to SYNNEX.
3. Ineligible returns and returns not on approved RMAs will be disposed of at SYNNEX's discretion with no credit, and a charge back will be issued for any ineligible deductions taken.
4. RMAs expire within twenty (30) days of issuance. SYNNEX has the right to refuse returns after such date.
5. SYNNEX will respond to RMA requests within forty-eight (48) hours of receiving from the customer. Requests must include the following information:
6. Sales Order Number
7. Description of merchandise
8. Manufacturer part number
9. Quantity
10. Specific reason for return and condition of product: Factory Sealed or Open
11. Serial Number
12. Notification of approved RMA requests will be made via fax or e-mail. Authorized returns must be shipped freight prepaid.
13. Returns must be received at the return location designated by SYNNEX on or before the last date of return to be eligible for credit. Credit for returns will be issued within one (1) week of receipt of merchandise at the Net Reseller Price in effect on the date SYNNEX receives the eligible product
14. All returns must be in the original manufacturer box. A packing slip must be included in each box or pallet identifying the product numbers, quantities, number of boxes. A copy of the RMA must be attached to all boxes for UPS shipments and at least two cartons for common carrier shipments. Boxes should be marked 1 of XX, 2 of XX, etc.

Products and Pricing Proposal

Product Offering

SYNNEX Corporation offers the following Palo Alto Networks products and services at a fixed discount percentage off the commercial published pricelist (MSRP). A full listing of current products is provided on the included Excel file "SYNNEX-OMNIA Partners Price List July 2020".

Category	Subcategory	Discount %
Hardware and On-Premise Software	Cloud Security	20%
	Hard Disk Drives	20%
	Input Device Accessories	20%
	Network Accessories	20%
	Network Adapters / Cables	20%
	Network Devices	20%
	Network Storages	20%
	Power Accessories, Adapters, & Supplies	20%
	Rack System & Accessories	20%
	RAM Modules	20%
	Repeaters / Transceivers	20%
	Security Hardware & Software	20%
	Solid State Drives (SSD)	20%
	Storage Controllers	20%
Cloud Services	Cloud Security	15%
	Internet / Communication Applications	15%
	Security Service / Support	15%
	Security Software	15%
Service Packages	4-Hour Premium & Platinum Renewal	10%
	4-Hour Premium & Platinum Support	10%
	On-Site Spares	10%
	Premium & Platinum Support	10%
	Premium & Platinum Support Renewal	10%
	Standard Support	10%
	Standard Support Renewal	10%
Demisto and Prisma Public Cloud	Demisto and Prisma Cloud	5%
All Others	All Others	5%
Non-Discounted Products	Non-Discounted Products	0%

Additional Services:

In addition to the Palo Alto Networks branded services priced in the categories above, additional Professional Services may be provided by SYNNEX Authorized Service Providers at 4% off MSRP. Services are often opportunity specific and MSRP pricing will be provided to the requesting Agency within a Statement of Work.

Additional Product Offering:

SYNNEX is providing a specific percentage discount off MSRP for all Palo Alto Networks products and services. Additionally, SYNNEX is offering OMNIA Partners Contract pricing for the more than 1400 IT manufacturers and Authorized Service Providers that SYNNEX carries on our linecard. This offering is fully described and priced under the SYNNEX Value Add portion in Tab Five (5).

Describe any shipping charges.

All deliveries under this contract shall be FOB Destination. Additional freight costs may apply for white glove, special and expedited delivery requirements when requested by the ordering agency.

Provide pricing for warranties on all products and services.

Warranties will be priced according to the categories listed above.

Describe any return and restocking fees.

Product Return Guidelines

DOA/Defective Credit

- Product must be returned in the original packaging.
- Please ensure that all original components are shipped with the defective item (includes manuals, software, cables, etc.).
- Please remove all add-ins (not originally sold with the product), as these items will not be returned to you (i.e., memory, sound cards, modems, etc.).
- Please follow the return shipping instruction provided with your RMA.

Advance Swap

- SYNNEX cross-ships a replacement product to you before it receives the product you are returning.
- Advance Swaps are subject to SYNNEX credit department approval.
- Replacement shipment will be billed when shipped and credit issued once the return is received for credit.
- Please follow the return shipping instruction provided with your RMA.

Damaged Shipments

- Shipment should be refused and SYNNEX Customer Service contacted within 48 hours of the refusal.
- All damages must be reported within 48 hours of receipt of product for all courier shipments.

- Shipment damages must be refused, or damage noted on the POD for credit.
- Please follow the return shipping instruction provided with your RMA.

Kit Returns

- For all kits, parts, and assemblies, all components must be returned complete to be eligible for credit.
- Please follow the return-shipping instruction provided with your RMA.

Stock Balance

- Product must be in its original manufacturer box and factory sealed.
- Product must be in resalable condition.
- Products must be shipped pre-paid for credit.
- Please follow the return-shipping instruction provided with your RMA.

SYNNEX Errors

- Ensure that the product is in the original manufacturer's box and that all components are present, unless otherwise authorized.
- Please follow the return-shipping instruction provided with your RMA.

Manufacturer Exception Returns

- SYNNEX will make exceptions for returns that are out of policy, provided that the manufacturer has authorized return of the product.
- Once the customer has an authorized case number or manufacturer RMA number from the manufacturer, the customer then contacts SYNNEX Customer Service for an RMA. Customer
- Service will then issue an RMA and the customer will receive credit in the amount we receive from the manufacturer for credit.
- Please follow the return-shipping instruction provided with your RMA.

Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

SYNNEX Corporation is pleased to offer an additional volume-based discount of 1% discount off MSRP for purchase quantities over one hundred.

SYNNEX will continue to strive to offer additional quantity or volume discounts on various manufacturers. We will work with procurement officers as well on specific large projects based on the details, customization and potential for discounted pricing based on large volume.

SYNNEX will ensure all available vendor programs are utilized to get the best pricing available.

Describe how customers verify they are receiving Contract pricing.

All contract orders will be placed through Authorized Dealer partners utilizing the SYNNEX Dealer model for resellers. The resellers will request contract quotes through their SYNNEX sales reps, including the OMNIA Partners contract bid desk on all correspondence. The OMNIA Partners contract bid desk will provide the reseller with the applicable contract information including the contract ceiling prices. When the end user agency

places a contract order with the Authorized Dealer, the contract bid desk will review the agency's purchase order for compliance. At any point in this process, the end user agency or OMNIA Partners can reach out to the SYNNEX contracts team to verify pricing. For any pricing that is not verifiable using a published manufacturer price file, the contracts team will communicate directly with the manufacturer and provide official MSRP to the agency or OMNIA Partners as directed by the manufacturer.

Describe payment methods offered.

SYNNEX and its authorized resellers will adhere to a standard of net 30 for purchases made under this contract. Additionally, SYNNEX offers third party leasing services to our authorized reseller partners and their end user customers.
SYNNEX is also pleased to work with customers to offer a customized or specific leasing or financing program that works best for them. Additional service options for this include:

- Consumption Based Billing
- Subscription Based Billing
- Variable Billing
- Agent Programs

In addition, SYNNEX has a Device-as-a-Subscription (DaaS) program designed to enable resellers and their end user customers to simply and inexpensively bundle their hardware/software/service needs into a subscription-based agreement. End Customer Benefits:

- Easy-to-buy technology on an easy-to-execute subscription agreement
- Flexibility and scalability to match changing business needs
- Freedom to scale up, scale down, make changes, refresh or return early
- Low minimum and no maximum subscription plans from 24-60 months to meet your budgetary needs
- Up-to-date security via new devices, systems updates, and bundled services

Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

SYNNEX is offering broad category discounts and therefore the discount structure will not change for new products within those categories. For the additional product lines offered as part of the SYNNEX Value Add, SYNNEX would like to reserve the right to request exceptions from time to time on an as needed basis. Due to the depth and breadth of our catalog offering, it is not possible to fully analyze each individual OEM to ensure that the proposed discounts are reasonable on all products for all parties. SYNNEX will make every attempt to work with each OEM to ensure the Omnia Partners contract pricing discounts can be achieved. However, if, at any time during the life of the contract, SYNNEX determines that an exception must be requested, SYNNEX will provide Omnia Partners with written notification and provide justification for any requests for revisions/adjustments to this list.

Describe how future product introductions will be priced and align with Contract pricing proposed.

If new product categories are created that are not in the current category pricing structure, SYNNEX proposes to work with OMNIA Partners and the manufacturer to determine a category discount that follows the current price structure and will continue to be the same or better than pricing offered to other Public Agencies.

Appendix D
Exhibit A

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners, Public Sector.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

SYNNEX Corporation was founded in 1980 and offers a comprehensive range of industry leading IT products and business services to our reseller customers. We've built a solid reputation for delivering customized, fully integrated solutions, services, and support, including distribution, contract assembly, business process outsourcing, and logistics. SYNNEX is listed on the New York Stock Exchange (NYSE: SNX) and is currently ranked 130 on the 2020 Fortune 500.

SYNNEX brings the most relevant technology solutions to the IT and consumer electronics markets to help our partners sustainably grow their business. We distribute more than 3,000,000 technology products from more than a thousand of the world's leading and emerging manufacturers and provide complete solutions to more than 25,000 resellers and retail customers in the U.S., Canada, and Japan. As part of our value-added services, SYNNEX provides a variety of professional and marketing services, including demand generation, education and training, pre- and post-sales support, end-user enablement, server assessment, design and integration, product lifecycle support, contract design and assembly, and IT resource planning. In addition, SYNNEX provides a wide range of financial options to ensure that our partners can provide the best solutions to their end-user customers.

Our Westcon-Comstor Americas division operates in North and Latin America and focuses in security, collaboration, networking, and data center. Our expert technical knowledge and industry-leading partner programs are designed to keep our partners at the forefront of their markets to drive business and growth. Westcon-Comstor Americas goes to market under the Westcon and Comstor brands.

Our Hyve Solutions division designs, manufactures, and deploys cost-effective, energy-efficient data center servers and storage solutions worldwide to some of the largest data center users.

B. Total number and location of sales persons employed by Supplier.

SYNNEX SALES FORCE:

- 200+ inside sales reps; 20 outside sales managers – all full-time SYNNEX employees with nationwide coverage;
- Strategic and small accounts covered;
- Education team comprised of ten former K-12 teachers, principals, and education technologists to drive education business with our reseller partners;
- Public Safety Team comprised of the former City of Greenville Chief of Police and a former City of Columbia police detective to drive public safety business with our reseller partners;

- Healthcare Team comprised of former nurses and other team members with years of experience in the medical field;
- State and Local dedicated Contracts Team comprised of tenured experts who understand cooperatives, state statutes and regulations, that manage a portfolio of numerous contracts;
- Dedicated GSA Team comprised of managers who oversee the 250+ vendor partner lines, current buying trends, government initiatives, and create demand & interest, evangelizing for our technology partners;
- Diversity Alliance Team comprised of managers who support and collaborate with an ecosystem of 100+ diversity resellers including HUB and minority owned businesses;
- Marketing / Demand Generation Team – a team dedicated to driving public sector sales with end-user customers, resellers, and manufacturers.

Our Dealer Network is comprised of over 25,000 independent dealers, resellers, and solutions providers nationwide. We have over 7,000 partners selling into Public Sector with 3,500 actively selling into State and Local Government and 1700 partners focused on K-20 Education, and 900 Healthcare.

C. Number and location of support centers (if applicable) and location of corporate office.

SYNNEX Corporate Headquarters Fremont, CA	**East Coast Sales/Product Marketing Greenville, SC**
44201 Nobel Drive	39 Pelham Ridge Drive
Fremont, CA 94538	Greenville, SC 29615
Tracy, California	**Grove City, Ohio**
6551 W. Schulte Rd. Suite 100	4001 Gantz Road, Suite A
Tracy, CA 95377	Grove City, OH 43123
Richardson, Texas	**Miami, Florida**
660 N Dorothy Drive, Suite 100	12650 NW 25th Street, Suite#108
Richardson, TX 75081	Miami, FL 33182
Romeoville, Illinois	**Plainfield, Indiana**
1180 Remington Blvd.	595 Perry Road Suite 101
Romeoville, IL 60446	Plainfield, IN, 46168
Southaven, Mississippi	**Miramar, Florida**
455 Research Drive Suite 100	3350 SW 148TH Avenue
Southaven MS, 38672	Miramar, Fl 33027
Monroe, New Jersey	**Tarrytown, New York**
201 Middlesex Ctr. Boulevard	520 White Plains Road
Monroe, NJ 08831	Tarrytown, NY 10591
Chantilly, Virginia	**Downers Grove, Illinois**
3900 Stonecroft Blvd. Suite M	3020 Woodcreek Drive,
Chantilly, VA 20151	Downers Grove, IL 60515
Chino, California	**Louisville, Colorado**
15065 Flight Ave	363 Centennial Parkway – 3rd Floor
Chino, CA 91710	Louisville, CO 80027
New Age Electronics	
21950 Arnold Center Road	
Carson, CA	

D. Annual sales for the three previous fiscal years.

2017 – $16.8 Billion
2018 – $19.8 Billion
2019 – $23.8 Billion

a. Submit FEIN and Dun & Bradstreet report.

94-2703333

DUNS #112375758

The SYNNEX 2019 Annual Report is located here:

https://s22.q4cdn.com/848111767/files/doc_financials/quarterly_reports/2019/Q4/02/SYNNEX-2019-Combo-eproof-final-annual-report.proxy.pdf

The complete SYNNEX history of SEC filings can be found here:

https://ir.synnex.com/financials/default.aspx

E. Describe any green or environmental initiatives or policies.

SYNNEX Environmental Policy

- *SYNNEX recognizes and accepts its responsibility to be a good steward of the environment and to help achieve a state of sustainable development. In support of these responsibilities SYNNEX has established the following commitments:*
- *Compliance to all applicable state, federal, and local legal requirements with a goal of going beyond compliance wherever practical and possible.*
- *Prevention of pollution in all its forms.*
- *Conservation of natural resources, including energy, through source reduction, reuse, and recycling wherever practical.*
- *Continual environmental performance improvement through the involvement of all SYNNEX employees, subcontractors, suppliers, and partnership with the local community.*
- *Integrate environmental considerations into our business activities.*
- *Ensure that our employees have the awareness, skills, and knowledge to carry out this policy and encourage respect for the environment.*

At SYNNEX, we are committed to leading by example because we understand that small actions can create big changes. We strive to make our planet a better place for future generations by making our facilities greener, supporting our business partners' green initiatives, and nurturing green innovation. Our associates are also encouraged to take the lead by proposing and participating in a range of local conservation initiatives—from used battery drop-off centers to waste recycling and beyond. Here are just some ways we're leading:

Corporate Environmental Beliefs

SYNNEX recognizes and accepts its responsibility to be a good steward of the environment and help achieve a state of sustainable development. In support of these responsibilities, we are committed to **compliance** with all applicable legal requirements, with a goal of going beyond compliance whenever practical and possible; **conservation** of natural resources, including energy, through source reduction, reuse, and recycling; and **continual environmental performance improvement** through the involvement of all our associates, subcontractors, suppliers, and local partners. We also take steps to integrate environmental considerations into our business activities and provide our associates with the awareness, skills, and knowledge necessary to encourage respect for our environment.

ISO 14001 Certifications

- Waste Management
- Energy Consumption
- Water Consumption (Fremont, CA, United States)

Energy Consumption and Efficiency

Our facilities are constantly searching for new ways to reduce carbon emissions, cut down on energy usage, and improve energy efficiency. Beyond meeting all applicable environmental regulatory and statutory requirements, we take steps to reduce the greenhouse gas emissions at our facilities, and promote a range of waste reduction, recycling, and pollution reduction efforts. Our Fremont, California facility, for example, installed solar panels that have helped to reduce our carbon footprint by close to one million pounds of CO2 each year. The same facility has also installed electric car stations and implemented a Commuter Benefit Program to encourage associates to reduce their carbon footprint. We also installed electric car stations at our Greenville campus.

SYNNEX' Hyve Solutions business evolved from the need to produce large scale energy-and cost-efficient data centers. Hyve Solutions is a Platinum OCP (Open Compute Project) provider and the original OCP solution provider. OCP servers are capable of being up to 38% more power efficient than traditional server hardware.

Supply Chain

To achieve our environmental mandate, green thinking must permeate all aspects of our company, including supply chain management. That's why we continue to take steps to make our supply chain greener and meet our customers and stakeholders' environmental expectations. **ISO certifications** are one way to encourage organizations and their supply chains to produce less waste, reduce energy consumption, and increase distribution efficiency. For this reason, a growing number of our facilities are ISO certified. We also provide our North American resellers with access to a wide variety of **green-designated products and services**—which not only gives them a unique selling proposition, but also benefits their end users by enabling them to realize annual energy savings.

Water Reduction and Recycling

Our planet benefits when we reduce our water usage and waste. And that's why we're always searching for new, innovative ways to eradicate wasteful practices and find new life for our business's by-products. While the extent of a facility's **recycling efforts** depends on its jurisdiction's recycling capabilities, all of our offices are committed to doing what they can to reduce waste and give it new life, whenever possible.

In North America, for example, many of our facilities recycle cardboard, plastics, cans, bottles, and paper—and some even compost. Others are exploring innovative new ways to reduce waste. Our Fremont, California facility uses a technology solution comprised of thermal densifiers to turn foam by-products into bricks that are then sold to plastic recyclers. This technique has allowed the Fremont facility to recapture 100% of its foam, reducing its garbage by 40,000 lbs. per month. Similarly, our **Go Green program** encourages associates to initiate ongoing local environmentally friendly initiatives. The program has seen some great results, such as a battery and electronic equipment recycling program in Fremont, California, Greenville, South Carolina, United States and Guelph, Ontario, Canada.

SYNNEX Japan and its associates are taking the lead in environmental sustainability by participating in the Tokyo 2020 Medal Project. The organizers of the Olympic and Paralympic Games 2020 are calling on citizens of Japan to donate old and obsolete consumer electronic devices including smartphones and small electronic appliances. Metal collected from these devices will be used to produce the gold, silver, and bronze medals for the games. The Tokyo 2020 Medal Project is targeting to make the medals completely from recycled materials.

Other leading programs around the world include:

- Electronic waste disposal program (Concentrix, Latin America);
- Plastic recycling efforts to raise money for charity (Concentrix, Uruguay);

- Environmental and recycling education program that teaches associates how to recycle and reuse materials (Concentrix, India);
- Water reduction and training program that saved approximately 54,677 liters of water (Concentrix, India)
- Cleanathon drives (Concentrix, Mumbai and Alandi, India);
- GoGreen Associate Awareness (Global)

In addition to our Environmental Policy, SYNNEX' SERVICESolv segment provides the following Environmental Services:

SERVICESolv specializes in the environmental recycling of retired IT equipment and print consumables. With expertise in risk mitigation, logistics, asset management, re-marketing, recycling, and data destruction, our recycle and disposal services help you responsibly handle your customers' outdated hardware.

SERVICESolv has experience processing the obsolete assets of companies in the financial services, healthcare, insurance, and legal industries, as well as for government and education. Our processing plants are equipped with state-of-the-art data-erasure and destruction technology to provide your customers with the peace of mind that all data and drive destruction is performed to the most-stringent international data-security standards.

To ensure that hardware is safe for reuse, SERVICESolv's standard data overwrite process includes a three-pass data wipe compliant with the U.S. Department of Defense 5220.22-M. Additionally, a certification of data erasure and destruction is furnished for each onsite service performed or shipment received.

What is the value of the SERVICESolv Recycle, Disposal, and Asset Buy-Back Services for you?

- Safe and compliant removal of assets and destruction of data
- Competitive offers for all hardware recycling, often including buy-back estimates
- Single point of contact for the entire project, from initiation through completion
- Tailored services to meet each client's individual needs
- Options for on-site data destruction

Get started with recycling IT equipment by downloading and completing the recycling worksheet from http://www.SYNNEX.com/servicesolv/whatis/recycle.html. Once completed, return the recycling worksheet to SERVICESolv@SYNNEX.com.

Green Solutions

IT equipment can be up to 25% of total enterprise energy use, and datacenter energy use doubles every 5 to 8 years. As energy costs continue to rise, pressure builds on the bottom line. SYNNEX Green Solutions provides a set of tools and services focused on helping you tap into the sales potential and customer value for Green IT, delivering IT solutions that reduce energy and save your customers energy and money.
One of our most successful services is the SYNNEX Utility Incentive Program for resellers. This nationwide program is a list of identified electric utilities offering incentives to companies for IT projects that save money. SYNNEX handles the calculations, applications, and other elements for utilities to approve a project for incentives.

What is the value of Green IT?

- Ability to identify IT projects that are eligible for electric utility rebates and to manage the paperwork process seamlessly.
- Allows you to offer a Green IT solution in your services portfolio, showcasing your business as socially conscious.
- Manage customers' EOL assets through our E-waste recovery and recycling service that pays you for supporting a greener planet.

What are some of the features of SYNNEX Green solutions?

- Seamless management of the application process to obtain eligible rebates from participating electronic utilities
- All products meeting ENERGY STAR or EPEAT ratings are identified in ECExpress and on our specific Green IT linecard
- PO level and custom energy-saving calculators help you define cost savings to support ROI conversations
- Development of custom Green IT Roadmap for complex or larger opportunities
- Repository for third-party research and white papers you can leverage to develop a foundation for customer discussions

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

SYNNEX has developed a program for engagement of our small business partners entitled "Diversity Alliance Program (DAP)". The purpose of this program is to make tools, solutions and discounts available to this small business 8(a) community to help put them on a level playing field to compete with the larger and more established solution providers. Our DAP community has members with a variety of certifications including Small Businesses, Woman-Owned, Minority-Owned, HUBZone, and Service-Disabled Veteran Owned. Government agencies can reach their small business goals with their ability to source from small, local resellers.

The DAP program was designed to promote collaboration amongst partners, enabling them to win more business through diversity status and collaboration. This program has grown double-digits year over year both in revenue and participating members. Additionally, the program is a valued resource for our manufacturer partners to help find net-new resellers and meet the requirements for certain state statutes for small 8(a) businesses. Furthermore, reseller members can take advantage of an extensive list of exclusive program benefits. As a result, the Members in the program continue to see YoY growth.

Diversity Alliance Program members have access to the following tools and benefits:

- Exclusive rebates from participating manufacturers;
- Discounted SYNNEX integration discounts;
- Discounted financing tools such as escrow agreements, blind lock box, and extended terms;
- Inclusion in the GOVSolv Strategic Partner Database, a tool designed to help our reseller partners, both large and small, develop strategic relationships with each other. The tool encourages collaboration amongst DAP members, allowing them to expand their resources;
- Frequent networking opportunities with other small-business partners and diversity-focused manufacturer partners at SYNNEX-sponsored events;
- Member Reporting Tools: Access to a variety of sales and SPIFF reporting tools to keep track of multiple vendor promotions;
- Discounted fees for contract orders that are classified as new business opportunities;
- Priority access to the SYNNEX Public Sector Business Development Team that can help you drive business;
- Priority access to RFI/RFQ/RFP Proposal Support – technical, contractual, and logistical.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise Yes ☐ No ☑
   If yes, list certifying agency:

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes ☐ No ☑

If yes, list certifying agency:

c. Historically Underutilized Business (HUB) Yes ☐ No ☑

If yes, list certifying agency:

d. Historically Underutilized Business Zone Enterprise (HUBZone) Yes ☐ No ☑

If yes, list certifying agency:

e. Other recognized diversity certificate holder Yes ☐ No ☑

If yes, list certifying agency:

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

We have a broad spectrum of reseller partners across the US; from large business to small businesses. Our Public Sector Program allows for the resellers to utilize our vast array of resources; contracts, bid support, vetted solutions, grants, business intelligence tools, integration, financing options and marketing support.

SYNNEX will actively recruit SLED focused resellers across the US to become authorized dealers on the OMNIA Group contract. SYNNEX only authorizes resellers with active SYNNEX accounts in good standing. These resellers are then fully trained on the contract Terms and Conditions and must sign a contract Dealer Agreement with SYNNEX confirming that they will adhere to the Ts & Cs (example agreement included with this submission). SYNNEX GOVSolv team will continue working with the authorized resellers throughout the life of the contract through ongoing training, business development, compliance audits, etc.

Resellers included in this map noted below have the following notations:

- Service-Disabled Veteran Owned
- Minority Owned
- Woman Owned
- Hub-Zone
- Veteran Owned

Locations of diversity partners actively selling in our contracts program can be seen in the following graphic:



SYNNEX continuously recruits diversity partners into our SLED contracts program and makes every effort to ensure each region utilized by our contracts has diversity reseller coverage.

I. Describe how supplier differentiates itself from its competitors.

SYNNEX has a team of dedicated, tenured government experts that understand the public sector market and works with a broad spectrum of partners to help grow their business.

- Through *Collaboration* – with extensive resources from product management that understands emerging market trends, to an eco-system of thousands of resellers, to partnerships with thousands of manufacturer partners;
- Through *Coalition* – with programs to support the government market, from grants resources, to a dedicated bid desk, to business intelligence tools;
- Through *Connections* – with a dedicated team of numerous Subject Matter experts for Public Sector solutions, to a community of diverse, 8(a) resellers that we support and mentor, to a dynamic reach mechanism through numerous marketing programs, and understanding of key initiatives in government; i.e. secure supply chain.
- All of this to deliver:
  - Customized go-to-market plan for Public Sector Partners;
  - Engagement and scalability for procurement options, specific to meet customer needs & requirements;
  - Ability to make connections with manufacturer partners with broad spectrum of an eco-system of resellers, and with specific targets for Public Sector;
  - Leverage knowledge of tenured expertise to help with strategy implantation;
  - Compose custom & detailed reporting for analyzation for trends & new customer reach;
  - Overall pro-active programs to grow business – Grants, E-Rate, & others;
  - GOVSolv Solutions with ability to scale and expand --customized offerings for Public Sector;
  - Business Intelligence Tools to better understand market trends.



J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

As a Fortune 130 worldwide distributor, we are always involved in some type of litigation and employ a team of lawyers to protect our interests as a full-service distributor. Unfortunately, it's the nature of business in general and society as a whole to be litigious. Our SEC filings include details on our litigation efforts.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

As a publicly held corporation, this reporting requirement is not applicable

L. Describe any debarment or suspension actions taken against supplier

Not applicable.

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

SYNNEX Corporation is pleased to offer OMNIA Partner member agencies access to the entire line of Palo Alto Networks (PANW) products. Palo Alto Networks, the global cybersecurity leader, is shaping the cloud-centric future with technology that is transforming the way people and organizations operate. Their mission is "to be the cybersecurity partner of choice, protecting our digital way of life."

PANW has pioneered the next generation of security through its innovative platform that empowers enterprises, service providers, and government entities to secure their organizations by safely enabling applications and data running in their networks, on their endpoints, and in the cloud, and by preventing breaches that stem from targeted cyberattacks. PANW's platform uses an innovative traffic classification engine

that identifies network traffic by application, user, and content and provides consistent security across the network, endpoint, and cloud. Accordingly, the platform enables end-customers to pursue transformative digital initiatives, like public cloud and mobility, that grow their business, while maintaining the visibility and control needed to protect their valued data and critical control systems. PANW believes the architecture of its platform offers superior performance compared to legacy approaches and reduces the total cost of ownership for organizations by simplifying their security operations and infrastructure and eliminating the need for multiple, stand-alone hardware and software security products, and consists of three primary areas of security capabilities.

Secure the Enterprise:

- Secure the network through PANW's Next-Generation Firewalls, available as physical appliances, virtual appliances called VM-Series, or a cloud-delivered service called Prisma Access (formerly GlobalProtect cloud service), and Panorama management delivered as an appliance or as a virtual machine for the public or private cloud. This also includes security services such as WildFire, Threat Prevention, URL Filtering, GlobalProtect, and DNS Security that are delivered as SaaS subscriptions to our Next-Generation Firewalls.
- Secure the endpoints through PANW's Traps advanced endpoint protection software, delivered as a light-weight software agent with cloud or on-premise management capabilities.

Secure the Cloud:

- Secure the cloud through Prisma cloud security offerings, such as Prisma Public Cloud (formerly RedLock) for security and compliance in public clouds, Prisma Access (formerly GlobalProtect cloud service) for securing user access, Prisma SaaS (formerly Aperture) for protecting SaaS applications, VM-Series for in-line network security in public and private clouds, Traps for host-based public cloud infrastructure protection, and Twistlock for protecting containers in public and private clouds, as well as PureSec for protecting serverless functions in public clouds.

Secure the Future:

- Secure the future of security operations through the Cortex platform, which includes Cortex XDR (formerly Magnifier) for detection and response, Cortex Data Lake (formerly Logging Service) to collect and integrate security data for analytics, Demisto for security orchestration, automation, and response ("SOAR"), and AutoFocus for threat intelligence. These products are delivered as software or SaaS subscriptions.

An Executive Summary of the PANW Security Operating Platform, as well as a full overview of the offering is included in our response.

In addition to the Palo Alto Networks offering, SYNNEX Corporation proposes the entire catalog of SYNNEX and all SYNNEX divisions, including, but not limited to:

3D Printers and Accessories, Access Control, Accessories, All In One PCs, Android Phones, Antennas, Audio-Visual Products, AV Furniture, Barcode Readers, Batteries and Battery Chargers, Bridges / Routers, Business Machine Supplies, Cable Accessories, Calculators / Business Machines, Camcorders, Cases and Protective Covers, Chromebooks, Cloud Security, Cloud Software and Solutions, Combined AV Devices, Computer Accessories, Computer Based Training, Computer Mice / Pointing Devices, Consumer Electronics, CPUs / Processors, Creativity Applications, Data center products, Data Management Applications, Desktop Computers, Desktop Supplies, Digital AV Players / Recorders, Digital Cameras, Display Accessories, Display Cables, Dot Matrix Printers, Drones, DVD Players / Recorders, DVRs / Security Storage, Education Applications, Fax Machine Supplies, Fax Machines, Financing Options, Flash USB Drive and Cards, Gaming Accessories, Gaming Console Applications, Gaming Systems, GPS Receivers / GPS Kits, Handheld Devices / PDAs, Hard Disk Drives, Headphones and Microphones, Home / Lifestyle Applications, Home Audio, Hosted Software, Hubs / Switches, Ink Jet Printers, Input Device Accessories, Integration, Internet / Communication Applications, IOT Solutions,

Keyboards / Keypads, KVM Switches and AV Splitters, Laser Printers, Last Mile Services / Solutions, LED Printers, Managed Print, Memory Boards and Card Readers, Modems, Monitors, Motherboards, Multifunction Machines, Netbooks, Network Accessories, Network Adapters, Network Cables, Network Devices, Network Management Tools, Network Service / Support, Network Storage, Notebook / PDA Carrying Cases, Notebook / Tablet PCs, Notebook Computers, Office Furniture, Office Productivity Applications, Office Tools, Operating Systems, Optical / Floppy / Zip Drives, Optical System and Accessories, Other Communication Devices, Output Accessories, Output Device Service / Support, Paper / Labels / Transparencies / Plastic Cards, PC and Network Cameras, PC Carrying Cases, PC Gaming Applications, Photocopier Supplies, Photocopiers, Port Replicators / Docks, Portable Audio, Power Accessories, Power Adapter, Power Cables, Power Distribution Units, Power Supplies, Presentation Supplies, Printer Accessories, Printer Cables, Printer Consumables, Printer Servers, Professional Services, Programming Tools, Projectors, Rack Systems and Accessories, RAM Modules, Read-Only Memory, Reference / Data Sources, Reference Materials and User Manuals, Remote Controls, Removable Media, Scanners, Security Software and Applications, Servers, Smart Appliances, Software Services / Support, Software Suites, Solid Ink Printers, Solid State Drives (SSD), Sound Cards, Speakers, Storage Accessories, Storage Cables, Storage Controller, Storage Enclosure and RAID Array, Storage Services / Support, Surge Suppressors, System Cabinets, System Cables, System Services / Support, Tablet PCs, Tape Drives, Tape Libraries / Autoloaders, Telephones, Televisions, Terminals / Network Computers, Thermal Printers, Toner Cartridge Drums, Training Courses, Unified Communication Hardware, Unified Communication Services, Unified Communication Software / Licensing, UPS, Utilities, Video Cards, Video Conferencing, Wireless Solutions / Services, and Workstations.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

As a broadline IT distributor with seventeen office and warehouse locations throughout North America, we are able to deliver product within 1-3 days nationwide. Shipment to US Territories and Outlying Areas will be dependent on OEM restrictions.

Our distribution processes are highly automated to reduce errors, ensure timely order fulfillment, and enhance the efficiency of our warehouse operations and back office administration. Our distribution facilities are geographically located near reseller customers and their end user agencies. This decentralized, regional strategy enables us to benefit from lower shipping costs and shorter delivery lead times to our customers. Furthermore, we track several performance measurements to continuously improve the efficiency and accuracy of our distribution operations.

Our regional locations also enable us to make local deliveries and provide will-call fulfillment to more customers than if our distribution operations were more centralized, resulting in better service to our customers. Our workforce is comprised of permanent and temporary employees, enabling us to respond to short-term changes in order activity and emergency orders. Our extensive network of dealer partners allows SYNNEX to respond quickly to any such emergency orders by ensuring the right partners are available to Omnia Partners' agency members.

SYNNEX' proprietary IT systems and processes enable us to automate many of our distribution operations. For example:

- SYNNEX uses radio frequency and bar code scanning technologies in all of our warehouse operations to maintain real-time inventory records;
- We facilitate frequent cycle counts and improve the accuracy of order fulfillment;
- SYNNEX uses palm readers to capture real-time labor cost data, enabling efficient management of our daily labor costs.

To increase the accuracy of our order fulfillment and protect our inventory from shrinkage, our systems also incorporate numerous controls such as counterfeit and tamper prevention, traceability, and tracking.

Additionally, these controls also include order weight checks, bar code scanning, and serial number profile verification to verify that the product shipped matches the customer order. We also use digital video imaging to record our small package shipping activities by order. These images and other warehouse and shipping data are available online to our customer service representatives, enabling us to quickly respond to order inquiries by our customers.

SYNNEX operates its principal contract assembly facilities in the United States and the United Kingdom. We assemble IT systems that include workstations, servers and high-end storage array solutions by incorporating system components from our distribution inventory and other sources. Additionally, we perform production value-added services, including kitting, asset tagging, hard drive imaging and reconfiguration. Our contract assembly facilities are ISO 9001:2000 and ISO 14001 certified.

C. Describe how Participating Agencies are ensure they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

All contract orders will be placed through Authorized Dealer partners utilizing the SYNNEX Dealer model for resellers. The resellers will request contract quotes through their SYNNEX sales reps, including the OMNIA Partners contract bid desk on all correspondence. The OMNIA Partners contract bid desk will provide the reseller with the applicable contract information including the contract ceiling prices. When the end user agency places a contract order with the Authorized Dealer, the contract bid desk will review the agency's purchase order for compliance. At any point in this process, the end user agency can reach out to the SYNNEX contracts team to verify pricing. For any pricing that is not verifiable using a published manufacturer price file, the contracts team will communicate directly with the manufacturer and provide official MSRP to the agency as directed by the manufacturer.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

SYNNEX currently contracts with FedEx, Old Dominion, Landstar, CH Robinson, AIT Worldwide, Radiant, XPO Global Forwarding, JIT, T-Force, and Nekkei transportation companies.

SYNNEX Corporation has a fully incorporated Supply Chain Risk Management Plan which sets for the guidelines and processes that SYNNEX follows to ensure measurable and satisfactory performance against contractual obligations. This SCRM Plan defines and documents the supply chain risk management of subcontractor and vendor efforts, ensuring security, performance and on time delivery at the best cost value to the government.

SYNNEX Corporation uses NIST, ISO, SYNNEX plans, policies, procedures, and commercial best practices Supply Chain Risk Management processes, beginning with validating procurement source selection strategy and supplier qualification and ending with proper disposition of equipment and completion of services provided to the government.

Approved (certified) suppliers have the appropriate quality control measures to prevent counterfeit items from being introduced into the supply chain including:

- Approved / validated shipping methods;
- Shipping in tamper-resistant packaging;
- Control in all phases using electronic bar coding and optical character recognition which tracks movement, provides lifecycle, recurring inventory;
- Security storage (with controlled access);
- Equipment handled by authorized and certified personnel;
- Replacement equipment to be purchased from approved suppliers;

- SYNNEX' Supply Chain Risk Management Plan is aligned with the requirements set forth in NIST Special Publications, ISO, and Best Practices (to include counterfeit prevention, tamper prevention, traceability, and tracking).

Additionally, SYNNEX Corporation is a member of the Transported Asset Protection Association (TAPA), the international leader in setting standards to prevent cargo crime. We currently hold Customs-Trade Partnership Against Terrorism (C-TPAT) Certification. C-TPAT sets standards for cargo security in the supply chain and is partnered with US Customs and Border Protection. SYNNEX is ISO 9001:2008 Certified – this certification documents physical security practices.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

SYNNEX Corporate Headquarters Fremont, CA	**East Coast Sales/Product Marketing Greenville, SC**
44201 Nobel Drive	39 Pelham Ridge Drive
Fremont, CA 94538	Greenville, SC 29615
Tracy, California	**Grove City, Ohio**
6551 W. Schulte Rd. Suite 100	4001 Gantz Road, Suite A
Tracy, CA 95377	Grove City, OH 43123
Richardson, Texas	**Miami, Florida**
660 N Dorothy Drive, Suite 100	12650 NW 25th Street, Suite#108
Richardson, TX 75081	Miami, FL 33182
Romeoville, Illinois	**Plainfield, Indiana**
1180 Remington Blvd.	595 Perry Road Suite 101
Romeoville, IL 60446	Plainfield, IN, 46168
Southaven, Mississippi	**Miramar, Florida**
455 Research Drive Suite 100	3350 SW 148TH Avenue
Southaven MS, 38672	Miramar, Fl 33027
Monroe, New Jersey	**Tarrytown, New York**
201 Middlesex Ctr. Boulevard	520 White Plains Road
Monroe, NJ 08831	Tarrytown, NY 10591
Chantilly, Virginia	**Downers Grove, Illinois**
3900 Stonecroft Blvd. Suite M	3020 Woodcreek Drive,
Chantilly, VA 20151	Downers Grove, IL 60515
Chino, California	**Louisville, Colorado**
15065 Flight Ave	363 Centennial Parkway – 3rd Floor
Chino, CA 91710	Louisville, CO 80027
New Age Electronics	
21950 Arnold Center Road	
Carson, CA	

SYNNEX distributes technology through our network of more than 25,000 Value Added Resellers (VARs) throughout the North America. With over one million square feet of warehouse space located strategically throughout the country, SYNNEX can deliver these solutions quickly and because of our regional strategy and shipping volume, our reseller partners enjoy lower shipping costs and shorter delivery times that result in lower prices for government agencies.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners, Public Sector team within first 90 days

Contract Management Summary

Award

- Create Terms and Conditions summary; develop pricing calculator;
- Communicate contract requirements internally and with each manufacturer line;
- Determine rules of engagement, assign responsibility roles Recruitment;
- Identify Resellers: Vendor lists, SYNNEX Point of Sale reports, Sales Managers and Outside Sales reps;
- Social Media announcement and collaborative efforts with OMNIA Partners on award;
- Training: onsite, online, webinars;
- Establish eligibility requirements;
- Sign participation agreement ensuring contract compliance Contract Management;
- Monthly contract review by SYNNEX contracts team - the good, the bad and the ugly
- Monthly status calls with each participating reseller;
- Quarterly cadence calls with the contractor community;
- Ongoing calls with participating manufacturers to update/revise strategy.

First 90 Days

- Upon award, communicate to vendor and internal Product Management/Business Development teams;
- Develop contract terms and conditions statement, pricing calculator, and published contract price file;
- Review administrative requirements;
- Set e-mail aliases (OMNIA@synnex.com);
- Develop OMNIA Partners contract dedicated contract webpage with required contract details, pricing calculator, and additional relevant contract information for ease of navigation;
- Social Media awareness campaign to direct customers to our website;
- Determine manufacturer's strategy and reseller engagement;
- Establish reseller qualifiers, sales minimums, agreement;
- Review contract requirements with authorized resellers;
- Review required business plan/marketing plan from authorized resellers;
- Conduct training via webinars of resellers, sales representatives, Business Development Representatives, Product Managers and manufacturers;
- Where applicable, conduct joint road shows to promote/train;
- Publish SYNNEX Corporation press release;
- Provide marketing collateral for resellers;
- Reseller call campaign to reach out to partners to inform them of the contract;
- Dealer visits from our Account Managers to evangelize the contract;

- Dealer Partner live webinar series;
- "Educate and Inform" stage to ensure reseller customers are aware of the contract;
- Conference calls and webinars to inform reseller customers of OMNIA Partners;
- Trade shows, events, and virtual events;
- Government Navigator business intelligence tool to help Dealer partners uncover opportunities;
- Email campaign at the Account Manager level.

SYNNEX has identified our training processes in the preceding sections for both inside/outside sales teams, our business development teams and authorized resellers/solution providers. Essentially, it will entail training, marketing collateral, PowerPoint presentations and onsite visits to conduct Q&A. Training is an ongoing process scheduled throughout the year via webinars, onsite training and industry events. Resellers will be given access to the SYNNEX contract website, marketing collateral, and instruction on the processes of obtaining quote/orders and contract pricing. All aspects of the contract, from end-user marketing to customer service to tech support, must be fully explained and expectations identified. A bid-desk, dedicated to providing quote assistance to SYNNEX OMNIA Partners-authorized resellers will be employed to assist our partners to ensure OMNIA Partners' agencies receive timely, accurate, and contract complaint quotes.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners, Public Sector at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners, Public Sector for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners, Public Sector.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners, Public Sector internet web-based homepage on Supplier's website with:

- OMNIA Partners, Public Sector standard logo;

- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners, Public Sector's website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners, Public Sector

Immediate Marketing activities within the first 90 days include:

- Press releases coordinated with OMNIA Partners across strategic publications;
- Identifying resellers to authorize to promote & sell off of this contract;
- Reseller recruitment and training;
- Multiple training webinars for both internal and external sales teams;
- Dedicated OMNIA Partners web page development;
- Social Media awareness campaign and collaboration;
- Development of customized OMNIA Partners marketing materials;
- Attendance at industry events and table top shows, virtual trade shows and events;
- Attendance at NIGP events with OMNIA Partners information on display;
- Ongoing reseller recruitment efforts and internal sales training;
- End-user demand generation team to drive awareness with end-users on behalf of our resellers;
- Customized events to create awareness for the contract;
- Specific plan developed & collaborated with our partners;
- Reseller call campaign to reach out to resellers to inform of the contract;
- Customer visits from our Account Managers to evangelize the contract;
- Reseller Partner Live Webinar Series;
- "Educate and Inform" stage to ensure reseller customers are aware of the contract;
- Conference calls and webinars to inform customers of OMNIA Partners;
- Email campaign at the Account Manager level.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners, Public Sector. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

SYNNEX has a significant amount of experience owning/managing Public Sector contracts. These vehicles do not sell themselves and require a significant amount of investment in sales and demand generation to make them successful. Our plan will include several facets addressing both resellers and end-users. Although we don't sell direct to end-users, we do have a team that provides end-user demand generation through call out campaigns, print/mailers, e-mail, website contract landing page and an electronic storefront offering. For our resellers, we will pull our historical procurement data per awarded vendor line to identify the most responsive/responsible resellers selling into State and Local Government, K-12 and higher education nationwide. Likewise, we will do this globally and include higher education institutions and state/local government sales. In this way we can ensure we have the correct "feet on the street" in all areas covered by OMNIA Partners. With this select group of resellers, we will implement regular training to ensure they understand the OMNIA Partners

contract and the target audience. Ongoing efforts will include establishing regular sales meetings in which we will make every effort to ensure this contract receives top priority – during these meetings we review sales efforts, pending opportunities and identify any issues. Manufacturers and their local sales teams will likewise be engaged to assist in the identification of opportunities and special pricing. We will provide support for table-top shows, collateral and web landing pages for our participating resellers. Ultimately, we see our role as an IT distributor to provide all the tools a reseller will need to increase their sales on this contract and to help develop the partnership with the vendor and their field sales teams. SYNNEX will also make available our extensive technical support team and 24/7 customer service call center to ensure exceptional customer support.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners, Public Sector and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners, Public Sector logo will require permission for reproduction, as well.

SYNNEX Corporation acknowledges and agrees.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners, Public Sector. All sales materials are to use the OMNIA Partners, Public Sector logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
ii. Best government pricing
iii. No cost to participate
iv. Non-exclusive

SYNNEX Corporation confirms.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, Public Sector
iv. Knowledge of benefits of the use of cooperative contracts

SYNNEX Corporation confirms.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support

v. Financial Reporting
vi. Accounts Payable
vii. Contracts

Executive Support	**Executive Support**
Ed Somers	Michelle Chapin
Vice President, Public Sector & Vertical Markets	Director, Business Development
eds@synnex.com	michellechapin@synnex.com
864-349-4374	864-800-9165
Executive Support	**Executive Support**
Randy Finley	Vishu Vyravipillai
Director, Public Sector Business Development	Director, Public Sector Intelligence
randyfi@synnex.com	michellechapin@synnex.com
864-349-4390	864-800-9165
Marketing	**Sales**
Stephanie Kelley	David McCarter
Program Manager, GOVSolv	Vice President, Sales
stephaniek@synnex.com	davidmc@synnex.com
864-349-4593	864-349-4033
Sales	**Sales**
Cory Fortune	Nick Coperine
Business Development, SLED Contracts	Business Development, SLED Contracts
coryf@synnex.com	NicholasCo@westcon-na.com
864-349-4560	914-829-7782
Sales Support	**Sales Support**
Greg Villamarin	Jennifer Feliciano
Sales Support Coordinator	Sales Support Coordinator
gregv@synnnex.com	jenniferfe@synnex.com
864-373-7617	864-373-7469
Financial Reporting	**Accounts Payable**
Jennifer McEachern	Jai Raj
Contracts Manager	Supervisor, Accounts Payable
jennifermce@synnex.com	jair@synnex.com
864-349-4079	510-668-3449
Contracts	**Contracts**
Ed Somers	Jennifer McEachern
Vice President, Public Sector & Vertical Markets	Contracts Manager
eds@synnex.com	jennifermce@synnex.com
864-349-4374	864-349-4079

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

SYNNEX SALES FORCE:

- 200+ inside sales reps; 20 outside sales managers – all full-time SYNNEX employees with nationwide coverage;
- Strategic and small accounts covered;
- Education team comprised of ten former K-12 teachers, principals, and education technologists to drive education business with our reseller partners;
- Public Safety Team comprised of the former City of Greenville Chief of Police and a former City of Columbia police detective to drive public safety business with our reseller partners;
- Healthcare Team comprised of former nurses and other team members with years of experience in the medical field;
- State and Local dedicated Contracts Team comprised of tenured experts who understand cooperatives, state statutes and regulations, that manage a portfolio of numerous contracts;
- Dedicated GSA Team comprised of managers who oversee the 250+ vendor partner lines, current buying trends, government initiatives, and create demand & interest, evangelizing for our technology partners;
- Diversity Alliance Team comprised of managers who support and collaborate with an ecosystem of 100+ diversity resellers including HUB and minority owned businesses;
- Marketing / Demand Generation Team dedicated to driving public sector sales with end-user customers, resellers, and manufacturers;
- Product Management Team comprised of experienced managers who oversee manufacturer partners for strategy, pricing and relationships. The team supports partners to scale and grow their business understand market trends;
- Service Support Team comprised of experienced managers to guide and support our partners for service solutions;
- Finance Support Team comprised of experienced managers to guide and support our resellers for financing options and solutions.

Our Dealer Network is comprised of over 25,000 independent dealers, resellers, and solutions providers nationwide. We have over 7,000 partners selling into Public Sector with 3,500 actively selling into State and Local Government and 1700 partners focused on K-20 Education, and 900 Healthcare.

I. Explain in detail how the sales teams will work with the OMNIA Partners, Public Sector team to implement, grow and service the national program.

Upon award, SYNNEX will create a contract website to be located on our public sector contracts page here: https://www.synnexcorp.com/us/govsolv/contracts/. This site will provide a direct link back to OMNIA Partners and will be used to market, promote, and highlight OMNIA Partners. SYNNEX will actively promote the benefits of this contract and encourage its use among our public sector reseller ecosystem. SYNNEX will work with the OMNIA Partners Public Sector Team to prepare a press release and develop marketing collateral to share with our reseller and manufacturer partners. SYNNEX will provide OMNIA Partners with all marketing materials and obtain written approval before release. Marketing efforts will include attendance at industry events, ongoing reseller recruitment efforts, use of the SYNNEX GOVSolv End-user demand generation team, social media collaboration, and customized events to create awareness for the contract among other efforts

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set- up, timely contract administration, etc.

Ongoing Contract Program Management Activities include, but are not limited to:

- Training/webinars - initial and ongoing;
- Product Refresh - marketing and communication;
- Business Development-slip/gain report for both reseller and manufacturer;
- Business Development-monthly sales report to Manufacturer with email updates;
- Quarterly Business Review for reseller (or as needed);
- Quarterly Business Review for manufacturers;
- Identification of potential seasonal pricing (hot list) for the OMNIA Partners community;
- Quarterly Business Review webinar for reseller community;
- Periodic events to include OMNIA Partners contract dedicated marketing and training sessions at our GOVSolv SLED events;
- Maintenance of authorized reseller database with contact information;
- Contract reporting and Administrative fee payment to OMNIA Partners;
- Pricing updates as well as new product identification and submission.

SYNNEX has a fully dedicated contracts team that verifies compliance with the terms and conditions of each contract on every Purchase Order generated through this contract. At the end of each month the contracts team reviews the Point of Sale (POS) report generated from the SYNNEX purchasing system. Any issues are noted and resolved to ensure 100% compliance. Authorized resellers provide a report to SYNNEX showing their sales during the reporting period. SYNNEX compares their sales report to our POS data to ensure accuracy. References of our contract support are available upon request.

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

SYNNEX Reseller Network Public Sector segment breakdown - 2019

State/Local	$1,515,016,338.17
Education	$1,506,720,566.65
Federal	$1,158,967,070.80
Healthcare	$843,183,573.38
Utilities	$246,026,476.79
Transportation	$123,827,289.44
Construction	$60,281,589.92

SYNNEX Top 10 Public Agencies - 2019

Orange County School Board	
State of Florida Department of Education	
Klein Independent School District	
Washington State Employment Security Department	
City of San Antonio	
Florence County School District One	
Bakersfield City School District	
Miami-Dade County	
Broward County Sheriff's Office	
University of Washington	

Because the SYNNEX Go-To-Market strategy is through our reseller ecosystem, the resellers own the relationships with the Public Sector agencies and would have the contact information. This can be provided upon request.

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

As a broadline IT distributor, SYNNEX' order management system is a proprietary system developed by the SYNNEX development team. With this system, SYNNEX sales teams, business development teams, product teams, and our reseller partners are able to have full visibility to quotes and orders including inventory, order status and tracking, and order history.

SYNNEX does not sell direct but rather through Value Added Resellers (VARs) and Solution Providers and will utilize our network of SLED focused resellers to provide onsite sale/technical support nationwide to OMNIA Partner members. The resellers will have the ability to process OMNIA Partner's agency members' purchase orders and handle the invoicing. Resellers will submit the end-user PO along with their PO to the SYNNEX contracts team. The SYNNEX contracts team will review the order to ensure compliance with the terms and conditions of the OMNIA Partner contract. Once this is verified, the order will be entered into our system with a code that we can track from order entry through the finalization of the order and shipment thereof. A Point of Sale report will be generated at the end of the month using that tracking code. This report will be used to identify the fees that will be paid. Additionally, authorized resellers partners will provide the SYNNEX contracts team with a sales report identifying all contract orders shipped and invoiced during the reporting period. This provides the contracts management team with full accountability for continuous self-auditing.

L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

SYNNEX Corporation acknowledges that while OMNIA Partners' subsidiaries and affiliates have had a long, trusted history with Public Sector agencies, the purchasing organization has been rebranded. Our anticipated sales numbers are based on both SYNNEX Corporation's experience with similar contracts and the expectation that OMNIA Partners will be actively working to build its brand and contracts together with SYNNEX and our reseller partners. We are excited to work with OMNIA Partners to grow the contract.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners, Public Sector).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners, Public Sector under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners, Public Sector).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

SYNNEX Corporation does not respond directly to Public Agency solicitations. However, Authorized Dealers will be encouraged to respond using the OMNIA Partners contract when products available under this contract are requested. If the Public Agency is unsure whether they are eligible to use the OMNIA Partners contract, SYNNEX will provide the Authorized Dealer with contact information for their agency customer to reach out to OMNIA Partners to discuss eligibility. When alternative contracts are requested by the public agency, SYNNEX will make every attempt to offer OMNIA Partners contract as an alternative to the requested contract.

Additional Information

Describe how Offeror responds to emergency orders.

With seventeen office and warehouse locations throughout North America, SYNNEX is able to deliver product within 1-3 days nationwide. Additionally, our extensive network of dealer partners allows SYNNEX to respond quickly to any such emergency orders by ensuring the right partners are available to Omnia Partners' agency members. Dealers have the ability to place orders online, allowing for immediate processing.

SYNNEX' largest vertical is Public Sector – our success in this area is highly dependent on our ability to respond to emergency orders. Our contracts bid desk is very experienced in handling emergency orders, such as DPAS rated orders, disaster response orders, and other critical orders. Quotes or orders identified as "Urgent", "Emergency" or "Critical" are handled before all other requests. When necessary, emergency orders in process can be advanced to the front of the queue by the product teams.

Describe Offeror's ability to meet service and warranty needs beyond standard

Services and warranties are offered both through OEMs and through the SYNNEX SERVICESolv ecosystem of authorized service providers. This allows Omnia Partner members to determine the best provider for their service and warranty needs.

Describe Offeror's customer fulfillment process.

SYNNEX does not sell direct but rather through Value Added Resellers (VARs) and Solution Providers and will utilize our network of SLED focused resellers to provide onsite sale/technical support nationwide to OMNIA Partner members. The resellers will have the ability to process OMNIA Partner's agency members' purchase orders and handle the invoicing. Resellers will submit the end-user PO along with their PO to the SYNNEX contracts team. The SYNNEX contracts team will review the order to ensure compliance with the terms and conditions of the OMNIA Partner contract. Once this is verified, the order will be entered into our system with a code that we can track from order entry through the finalization of the order and shipment thereof.

Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

SYNNEX Customer Service and Return Policy

Product Returns - Return requests may be submitted through the following channels:

CUSTOMER SERVICE Hotline: 800-756-1888 Monday through Friday 8AM-8PM EST

EMAIL: CSHELP@SYNNEX.com

WEBCHAT: http://apps2.link2support.com/WEBCHAT%20SYNNEX/Main.php?do=_WEBCHAT&submit=_Login

Requirements -

- Defective or damaged Products or those subject to customer remorse may be returned to SYNNEX by adhering to the Requirements below.
- Reseller must obtain a valid RMA number for all returns.

- As the distributor of manufacturer branded products, SYNNEX must adhere to the manufacturer's return policies. These policies include adhering to final dates of return or restocking fees for returns. At a minimum, SYNNEX agrees to a 30 day return policy for unopened product.
- Not all product lines are eligible for this return policy. Check with your SYNNEX salesperson to verify specific eligibility.

Product Return Guidelines -

DOA/Defective Credit

- Product must be returned in the original packaging.
- Please ensure that all original components are shipped with the defective item (includes manuals, software, cables, etc.).
- Please remove all add-ins (not originally sold with the product), as these items will not be returned to you (i.e., memory, sound cards, modems, etc.).
- Please follow the return shipping instruction provided with your RMA.

Advance Swap

- SYNNEX cross-ships a replacement product to you before it receives the product you are returning.
- Advance Swaps are subject to SYNNEX credit department approval.
- Replacement shipment will be billed when shipped and credit issued once the return is received for credit.
- Please follow the return shipping instruction provided with your RMA.

Damaged Shipments

- Shipment should be refused and SYNNEX Customer Service contacted within 48 hours of the refusal.
- All damages must be reported within 48 hours of receipt of product for all courier shipments.
- Shipment damages must be refused, or damage noted on the POD for credit.
- Please follow the return shipping instruction provided with your RMA.

Kit Returns

- For all kits, parts, and assemblies, all components must be returned complete to be eligible for credit.
- Please follow the return-shipping instruction provided with your RMA.

Stock Balance

- Product must be in its original manufacturer box and factory sealed.
- Product must be in resalable condition.
- Products must be shipped pre-paid for credit.
- Please follow the return-shipping instruction provided with your RMA.

SYNNEX Errors

- Ensure that the product is in the original manufacturer's box and that all components are present, unless otherwise authorized.
- Please follow the return-shipping instruction provided with your RMA.

Manufacturer Exception Returns

- SYNNEX will make exceptions for returns that are out of policy, provided that the manufacturer has authorized return of the product.
- Once the customer has an authorized case number or manufacturer RMA number from the manufacturer, the customer then contacts SYNNEX Customer Service for an RMA. Customer
- Service will then issue an RMA and the customer will receive credit in the amount we receive from the manufacturer for credit.
- Please follow the return-shipping instruction provided with your RMA.

Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments.

SYNNEX and its authorized resellers will adhere to a standard of net 30 for purchases made under this contract. Authorized Resellers will handle all invoicing for Omnia Partners member agency orders. Resellers will not invoice their agency customers until after the product has been shipped.

SYNNEX offers third party leasing services to our authorized reseller partners and their end user customers.
SYNNEX is also pleased to work with customers to offer a customized or specific leasing or financing program that works best for them. Additional service options for this include:

- Consumption Based Billing
- Subscription Based Billing
- Variable Billing
- Agent Programs

In addition, SYNNEX has a Device-as-a-Subscription (DaaS) program designed to enable resellers and their end user customers to simply and inexpensively bundle their hardware/software/service needs into a subscription-based agreement.
End Customer Benefits:

- Easy-to-buy technology on an easy-to-execute subscription agreement
- Flexibility and scalability to match changing business needs
- Freedom to scale up, scale down, make changes, refresh or return early
- Low minimum and no maximum subscription plans from 24-60 months to meet your budgetary needs
- Up-to-date security via new devices, systems updates, and bundled services

Offerors shall describe any associated fees pertaining to credit cards/p-cards.

SYNNEX accepts procurement cards and there is no additional cost to Omnia Partner member agencies for using this process. Authorized resellers will also be required to process p-card orders at no additional cost.

PARTICIPATING DEALER AGREEMENT

This Participating Dealer Agreement ("Agreement") is made and entered into as of the last date of signature below ("Effective Date") by and between _____ ("Reseller"), having its place of business at _____, and SYNNEX Corporation ("SYNNEX"), having its place of business at 44201 Nobel Drive, Fremont, California 94538.

BACKGROUND

This Agreement governs the appointment of Reseller as a nonexclusive authorized reseller of Products (as defined below) through the OMNIA Partners Cyber Security Solutions and Associated Products & Services Contract ("Contract"). The General Terms and Conditions comprising the body of this Agreement set forth the general terms of such appointment.

AGREEMENT DOCUMENTS

The parties agree to be bound by this Agreement, which consists of this Signature Page, the General Terms and Conditions, and any Exhibits attached hereto (if any):

The duly authorized representatives of the parties have executed and delivered this Agreement as of the Effective Date.

SYNNEX Corporation	RESELLER
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

GENERAL TERMS AND CONDITIONS

SECTION 1 DEFINITIONS.

1.1 "Confidential Information" shall mean the information of a party, which information is conspicuously marked with "Confidential," or "Proprietary" or other similar legend. If Confidential Information is orally disclosed it shall be identified as such at the time of disclosure and a brief written non-confidential description of the information and confirmation of the confidential nature of the information shall be sent to the recipient within thirty (30) days after the disclosure. Quantities, schedules, pricing, sales reports and inventory reports shall be considered Confidential Information hereunder whether disclosed orally or in writing, or whether or not marked "Confidential" or "Proprietary." Confidential Information does not include information that: (1) was in the possession of, or was known by, the receiving party prior to its receipt from the disclosing party, without an obligation to maintain its confidentiality; (2) is or becomes generally known to the public without violation of this Agreement; (3) is obtained by the receiving party from a third party, without an obligation to keep such information confidential; or (4) is independently developed by the receiving party without use of Confidential Information.

1.2 "Customer" means Endusers authorized to purchase through the Contract.

1.3 "Reseller" shall have the meaning set forth in the Signature Page.

1.4 "Contract Price List" is the negotiated contractual pricing for the Products.

1.5 "Products" means the products that are available to be sold through the Contract.

SECTION 2 APPOINTMENT AND LICENSE.

2.1 Appointment, License Grant and Sublicense. Subject to the terms and conditions of this Agreement and the qualification requirements delineated herein, SYNNEX hereby appoints Reseller, and Reseller hereby accepts the appointment, as a non-exclusive authorized Dealer of Products to Customers who can purchase through the Contract. SYNNEX grants to Reseller a nontransferable and nonexclusive license during the term of this Agreement to distribute the Products and any software (only as incorporated in the Products) to Customers.

2.2 Authority. Except as expressly set forth in this Agreement, Reseller will have no authority to bind SYNNEX or its suppliers to any contract, representation, understanding, act or deed concerning SYNNEX, its suppliers or any Products covered by this Agreement without SYNNEX's prior written consent. This Agreement will not be deemed to establish a joint venture or partnership. Reseller will make no warranties or representations, such as representations concerning prices, terms of delivery and payment, or conditions of sale, relating to the Products unless SYNNEX authorizes such warranties and representations in writing. The parties recognize and agree that the reseller relationship referenced herein does not establish

privity of contract between Reseller and Customer. Reseller expressly understands that the scope of its representation is limited to the terms of this Agreement.

2.3 Sales to End Users Only. Unless otherwise authorized by SYNNEX in writing, Reseller shall only sell Products to Customers who do not intend to further remarket such Products.

2.4 Reserved Rights. This Agreement shall in no way limit SYNNEX's ability to sell, directly or indirectly, any Products to any Customers, and Reseller shall not be entitled to any commission or other compensation with respect to such sales. SYNNEX shall be entitled to appoint other reseller(s) for any Customers without notice or liability to Reseller.

2.5 Procurement of Products. Any Products sold to Customer by Reseller under the Contract must be procured through SYNNEX.

SECTION 3 RESELLER OBLIGATIONS.

3.1 Contract Pricing. Reseller shall comply with the approved product and pricing of the Contract. The Contract Pricing will be maintained for the term of this Agreement, including any extensions.

3.2 Warranty. Contract Pricing includes the standard warranty provided by the manufacturer. Additional extensions of the warranty beyond the standard warranty will be an additional cost to the Customer.

3.3 Ordering Instructions. Reseller agrees to send orders to SYNNEX through a SYNNEX approved method. Reseller is responsible for ensuring that only authorized employees place, change or delete orders and that the orders conform to all requirements of this Agreement.

3.4 Customer Purchase Order Forms. Reseller agrees to provide a copy of the Customer's purchase order when placing an order to SYNNEX through this Contract.

3.5 Audit. SYNNEX shall, at all reasonable times and for five (5) years after termination or expiration of this Agreement, have full access to Reseller's books, records, files and related correspondence relating to Reseller's performance under this Agreement.

3.6 Purchase Volume Reports. Reseller shall submit a point of sale report of sales through this Agreement on the provided template to OMNIA@synnex.com no later than the fifth (5th) day of the preceding month.

3.7 Contract Fee. Reseller is responsible for payment of the contract fee associated with this Agreement (the "Contract Fee"), the amount of which is based on the pricing charged to the Customer as delineated in the monthly point of sale report in Section 3.6. Unless otherwise instructed by SYNNEX, Reseller shall provide the Contract Fee to SYNNEX within 30 days following the end of the preceding month.

3.8 Reseller Services. Reseller must request a one-off approval from SYNNEX to include their services in a contract quote and/or order.

3.9 Contract Terms and Conditions. Reseller agrees to comply with the terms and conditions of the Contract.

SECTION 4 ORDERS, PAYMENT AND DELIVERY

4.1 Ordering Information. Reseller shall ensure that Customers are eligible to purchase through the Contract.

4.2 Order Acceptance. All orders shall be subject to SYNNEX's acceptance, and SYNNEX shall have no liability for any orders it rejects.

4.3 Shipment and Payment. The negotiated price includes delivery to the Customer, FOB Origin standard ground freight within the continental US only. Customers may be charged additional fees if shipment must be expedited, requires special handling or delivery and/or OCONUS delivery.

4.4 Timely Shipment. SYNNEX will use commercially reasonable efforts to meet the Customer's requested delivery date at the location specified by the Customer.

4.5 Timely Processing. Reseller will use its best commercial efforts to process orders and to provide customer service and support in a timely manner.

4.6 Payment. Reseller's standard credit terms will apply to all orders under this Agreement.

SECTION 5 ADDITIONAL DUTIES OF RESELLER

5.1 Best Efforts. Reseller shall use its best efforts to promote and sell the Products to Customers, all consistent with good business ethics and in a manner that will reflect favorably on SYNNEX.

5.2 Compliance. Reseller shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and executive orders. If either party receives any notice or becomes aware of any violation of any applicable law, statute, rule, regulation or ordinance by the Products or the distribution thereof, such party shall promptly notify the other party of such notice or violation.

5.3 Conduct of Reseller. Reseller shall at all times refrain from engaging in any illegal, unfair, or deceptive trade practices or unethical business practices whatsoever. Reseller shall not make any false or misleading representations to Customers or other persons with regard to SYNNEX or the Products. Reseller shall not make any representations with respect to the specifications, features, or capabilities of Products which are not consistent with those described in the manufacturer's publicly-available Product documentation.

5.4 No Contract Modification. Reseller shall not alter, change, or modify in any way, any contract or order under any contract between SYNNEX and any Customer. Reseller will indemnify and hold SYNNEX harmless from any alteration, change, or modification to a contract between SYNNEX and any Customer caused by the actions of Reseller.

5.5 Failure to comply with any of the provisions of this section will result in immediate termination of Reseller.

SECTION 6 QUALIFICATIONS OF RESELLER

6.1 Good Standing. Reseller's business and credit accounts with SYNNEX must be current and in good standing. Reseller cannot have defaulted on any payments due to SYNNEX and must have a history of prompt and timely payments for all amounts due SYNNEX.

6.2 Reseller Financials. Reseller agrees to provide SYNNEX with updated credit information on request. Reseller understands and agrees that SYNNEX may order a credit report in connection with the Agreement.

SECTION 7 CONFIDENTIALITY.

7.1 Confidentiality Obligations. The receiving party shall protect the confidentiality and secrecy of the disclosing party's Confidential Information and shall prevent any improper disclosure or use thereof by its employees, agents, contractors or consultants, in the same manner and with the same degree of care (but in no event less than a reasonable degree of care) as it uses in protecting its own information of a confidential nature for a period of three (3) years from the date of such disclosure. Each party must inform its employees having access to the other's Confidential Information of restrictions required to comply with this **Section 7.1**. Each party agrees to provide notice to the other immediately after learning of or having reason to suspect a breach of any of the restrictions of this **Section 7.1**. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information if and to the extent that such disclosure is required by applicable law, provided that the receiving party uses reasonable efforts to limit the disclosure and provides the disclosing party a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

Each party retains for itself all proprietary rights it possesses in and to all of its own Confidential Information. Accordingly, Confidential Information which the disclosing party may furnish to the receiving party shall be in the receiving party's possession pursuant only to a restrictive, nontransferable, nonexclusive license under which the receiving party may use such Confidential Information under the terms of this Agreement, solely for the purposes of satisfying its obligations hereunder. Each party understands that the party receiving Confidential Information may now or in the future be developing proprietary information internally, or receiving proprietary information from third parties in confidence that may be similar to disclosed Confidential Information. Nothing in this Agreement shall be construed as a representation or inference that the receiving party will not develop products, for itself or others, that compete with the products, processes, systems or methods contemplated by disclosed Confidential Information.

Each party acknowledges that any material violation of the rights and obligations provided in this **Section 7.1** may result in immediate and irreparable injury to the other party, and hereby agrees that the aggrieved party shall be entitled to immediate temporary, preliminary, and permanent injunctive relief against any such continued violations upon adequate proof, as required by applicable law. Notwithstanding **Section 13.6**, each party hereby submits itself to the personal jurisdiction of the courts of competent subject matter jurisdiction for purposes of entry of such injunctive relief.

SECTION 8 STAFFING.

8.1 Staffing. Each of the parties agrees not to solicit, hire or engage any employees of the other party that are directly involved in the activities of the other party in connection with this Agreement during the period such employees are employed by the other party and for a period of one hundred eighty (180) days after the date of such employee's termination of employment from the other party. Each party acknowledges that any material violation of the rights and obligations provided in this **Section 8.1** may result in immediate and irreparable injury to the other party, and hereby agrees that the aggrieved party shall be entitled to immediate temporary, preliminary, and permanent injunctive relief against any such continued violations upon adequate proof, as required by applicable law. Notwithstanding **Section 13.6**, each party hereby submits itself to the personal jurisdiction of the courts of competent subject matter jurisdiction for purposes of entry of such injunctive relief.

SECTION 9 LIMITATION OF LIABILITY.

9.1 EXCEPT FOR A BREACH OF **SECTION 7.1** OR **SECTION 8.1**, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OR COSTS HOWSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, OR ANY AGREEMENTS INTO WHICH THEY ARE INCORPORATED, OR ANY PERFORMANCE OR NONPERFORMANCE UNDER THESE TERMS AND CONDITIONS, IN EXCESS OF THE NET PURCHASE PRICE OF THE PRODUCTS OR SERVICES ACTUALLY DELIVERED TO AND PAID FOR HEREUNDER.

SECTION 10 INDEMNIFICATION

10.1 Reseller Indemnification. Reseller will indemnify, defend and hold harmless SYNNEX, its dealers, employees, successors, assigns, parent company and affiliated companies (each individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, demands, causes of action, expenses (including reasonable attorneys' fees) and liabilities, arising out of Reseller's acts or omissions relating in any way to its activities in connection with this Agreement, or actual or alleged misrepresentation relating to

any of the Indemnified Parties, the Products or this Agreement, regardless of the form of action. Reseller shall pay any damages and costs assessed against the Indemnified Parties in connection with such claim. Any Indemnified Party shall have the right, at its own expense, to participate and be represented in any such action, suit or proceeding by its own attorneys. Reseller shall not enter into any settlement that affects an Indemnified Party's rights or interests without such Indemnified Party's prior written approval.

10.2 SYNNEX Indemnification. SYNNEX will indemnify, defend and hold harmless Reseller from and against any and all claims, demands, causes of action, expenses (including reasonable attorneys' fees) and liabilities, arising out of SYNNEX's wrongful acts or omissions relating in any way to its activities in connection with this Agreement, or actual or alleged misrepresentation relating to the Products or this Agreement, regardless of the form of action. SYNNEX shall pay any damages and costs assessed against Reseller in connection with such claim. Reseller shall have the right, at its own expense, to participate and be represented in any such action, suit or proceeding by its own attorneys. SYNNEX shall not enter into any settlement that affects Reseller's rights or interests without Reseller's prior written approval.

SECTION 11 INTELLECTUAL PROPERTY

11.1 Nothing contained in this Agreement shall give Reseller any interest, license or right in any trademark, name, logo, or other trade designation of SYNNEX or any SYNNEX parent or affiliated company. Reseller agrees that it will not at any time during or after this Agreement assert or claim any interest in, or do anything that may adversely affect the validity or enforceability of, any trade name, trademark or logo belonging to or licensed to any SYNNEX parent or affiliated company or the rights therein.

SECTION 12 TERM AND TERMINATION.

12.1 Term. The initial term of this Agreement shall commence on the Effective Date of this Agreement and extend for one (1) year thereafter, with automatic one year renewals unless terminated according to one or more of the following provisions:

(A) At any time upon the mutual written agreement of both parties;

(B) By either party with or without cause upon thirty (30) days prior written notice of termination to the other party;

(C) By either party, following a material breach of this Agreement by the other party and the breaching party's failure to cure such breach within thirty (30) days of it receiving written notice of such breach;

(D) By SYNNEX, immediately upon written notice, in the event Reseller breaches **Section 5**; and

(E) By either party upon the other party seeking an order for relief under the bankruptcy laws of the United States or similar laws of any other jurisdiction, a composition with or assignment for the benefit of creditors, or dissolution or liquidation.

Notwithstanding the foregoing, SYNNEX may in its sole discretion, and without any further liability or obligation of any kind, revoke its appointment of Reseller by providing five (5) business days written notice.

12.2 Effect of Termination. The termination of this Agreement shall in no way affect the obligations of either party regarding orders accepted by SYNNEX prior to the effective date of such termination.

12.3 Return of Confidential Information. Upon termination of this Agreement by either party, each party shall return all originals and copies of Confidential Information or destroy the same with certification of such destruction, provided, however, that the Receiving Party may retain an archival copy of Confidential Information as required by record retention policies or law.

12.4 Survival. Provisions herein which by their nature extend beyond the termination or expiration of this Agreement will remain in effect until fulfilled.

SECTION 13 MISCELLANEOUS.

13.1 Entire Agreement and Modification. This Agreement shall constitute the entire agreement between the parties with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties relating to such transactions. The Exhibits attached hereto are considered to be a part of this Agreement. No modification of this Agreement shall be binding, unless in writing and signed by an authorized representative of each party.

13.2 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party hereto shall in any way sell, transfer, assign, or otherwise dispose of any of the rights, privileges, duties and obligations granted or imposed upon it under this Agreement; *provided, however*, SYNNEX shall have the right to assign its rights, duties and responsibilities under this Agreement to an affiliate of SYNNEX. An affiliate of SYNNEX means any corporation, partnership or other business entity which controls, is controlled by, or is under common control with SYNNEX.

13.3 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, except in those instances where removal or elimination of such invalid, illegal, or unenforceable provision or provisions would result in a failure of consideration under this Agreement, such invalidity, illegality or unenforceability shall be severed and shall not affect any other provision hereof. Furthermore, the severed provision shall be replaced by a provision which comes closest

to such severed provision, or part thereof, in language and intent, without being invalid, illegal or unenforceable.

13.4 Force Majeure. Neither party shall be liable to the other for any delay in performance or failure to perform, in whole or in part, due to labor dispute, strike, war or act of war (whether an actual declaration is made or not), insurrection, riot, civil commotion, act of public enemy, accident, fire, flood, earthquake, or other act of God, act of any governmental authority, judicial action, computer virus or worm, or similar causes beyond the reasonable control of such party. If any event of force majeure occurs, the party affected by such event shall promptly notify the other party of such event and take all reasonable actions to avoid the effect of such event.

13.5 Independent Contractor. SYNNEX and Reseller are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties.

13.6 Disputes. Both parties agree to negotiate in good faith the settlement of any disputes that may arise under this Agreement. If necessary, such disputes shall be escalated to appropriate senior management of each party. In the event that such good faith settlements fail, excluding any and all disputes and controversies arising out of or in connection with **Sections 7.1** or **8.1**, any and all other disputes and controversies of every kind and nature between the parties arising out of or in connection with the existence, construction, validity, interpretation, or meaning, performance, non-performance, enforcement, operation, breach, continuance, or termination of this Agreement shall be submitted to binding arbitration, pursuant to the Rules of the American Arbitration Association, before a single arbitrator in Alameda County, California. In the event the parties cannot agree on the arbitrator, then an administrator of the American Arbitration Association shall select an appropriate arbitrator from among arbitrators of the American Arbitration Association with experience in commercial disputes related to technology products. In the event of any litigation arising out of this Agreement or its enforcement by either party, the prevailing party shall be entitled to recover as part of any judgment, reasonable attorneys' fees and court costs.

13.7 No Waiver. The failure of either party to require performance by the other party of any provision of this Agreement shall not affect the full right to require such performance at any later time, nor shall the waiver by a party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

13.8 Jurisprudence. This Agreement shall be governed by and construed in accordance with the laws of California and the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

13.9 Notice. All written notices required by this Agreement must be delivered in person or by means evidenced by a delivery receipt and will be effective upon receipt.

13.10 Exhibits. Each Exhibit attached hereto is incorporated herein by this reference. The parties may amend any Exhibit from time to time by entering into a separate written agreement, referencing such Exhibit and specifying the amendment thereto, signed by an authorized employee of each of the parties.

* * * * * * *

SYNNEX GOVSolv™

Diversity Alliance Program

The SYNNEX GOVSolv Diversity Alliance Program is made up of our top Public Sector customers that hold a diversity status and represent a significant amount of SYNNEX' government business. The program was designed to promote collaboration amongst partners, enabling them to win more business through Diversity Status and collaboration. Furthermore, members can take advantage of an extensive list of exclusive program benefits. As a result, the Members in the program continue to see YoY growth.

Diversity Alliance Program members have access to the following tools and benefits:

- Exclusive rebates from participating manufacturers
- Discounted SYNNEX integration discounts
- Discounted financing tools such as escrow agreements, blind lock box, and extended terms
- Inclusion in the GOVSolv Strategic Partner Database, a tool designed to help our reseller partners, both large and small, develop strategic relationships with each other. The tool encourages collaboration amongst DAP members, allowing them to expand their resources
- Frequent networking opportunities with other small-business partners and diversity-focused manufacturer partners at SYNNEX-sponsored events
- Member Reporting Tools: Access to a variety of sales and SPIFF reporting tools to keep track of multiple vendor promotions
- Discounted fees for GSA orders that are classified as new business opportunities
- Priority access to the SYNNEX Public Sector Business Development Team that can help you drive business
- Priority access to RFI/RFQ/RFP Proposal Support – technical, contractual, and logistical

Eligibility:

In order to establish and maintain eligibility as a Member of the Diversity Alliance Program, resellers must:

- Hold one or more diversity statuses
- Meet a minimum threshold of annual and/or Public Sector sales
- Hold a prime contract or participate in an indirect reseller contract program
- Participate in a SYNNEX Credit Terms account or other alternative credit program
- Be in good standing

Contact the DAP Team today at dap@synnex.com or 877.230.5680

SYNNEX CORPORATION

The following map shows the locations of the corporate offices of the current SYNNEX SLED reseller partners. There are currently more than 3600 Resellers signed up for the SYNNEX GOVSolv program.

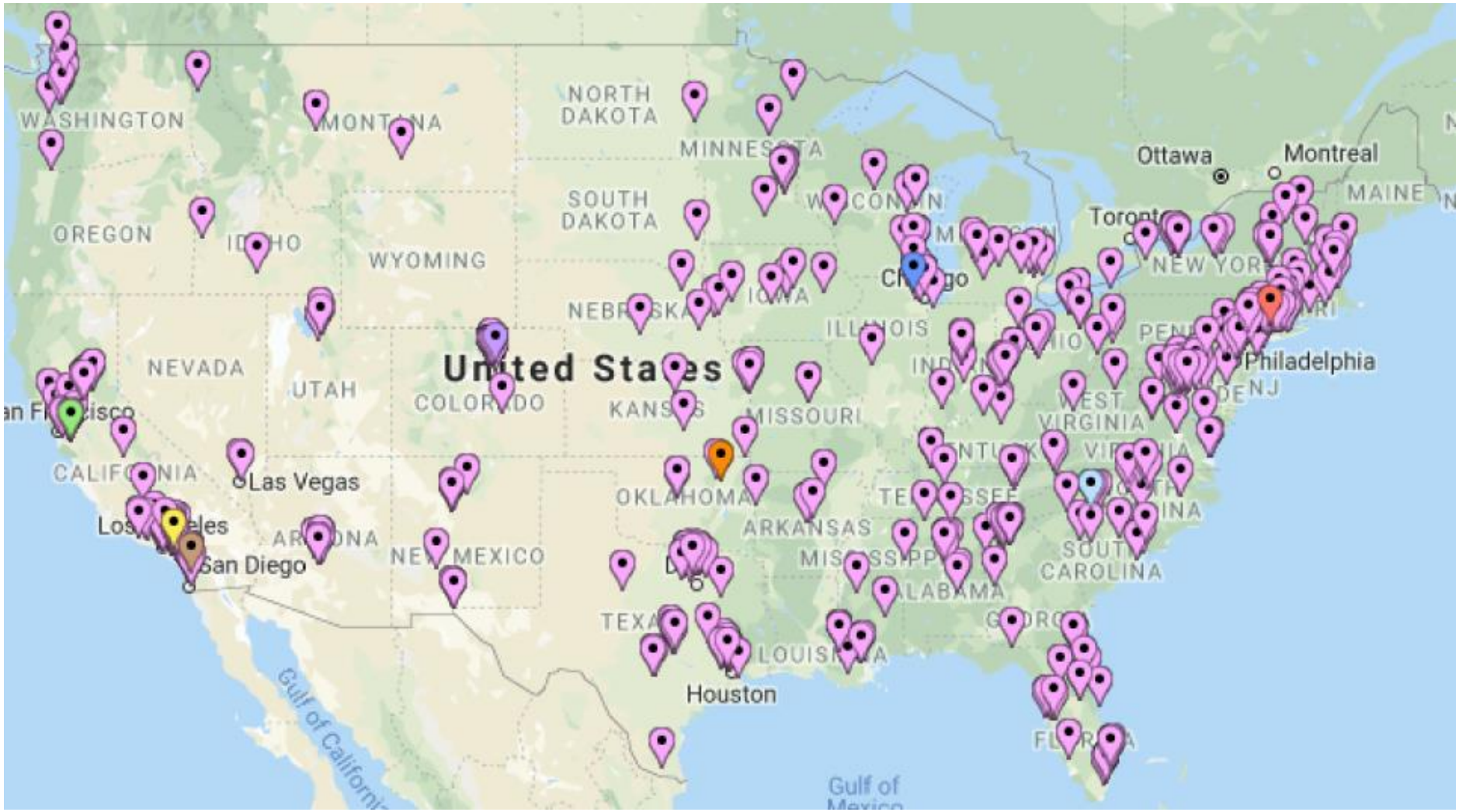


EXHIBIT F

FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES D.B. Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES D.B. Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR

12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES D.B. Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES D.B. Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES D.B. Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES D.B. Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____D.B._____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____D.B._____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____D.B._____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES D.B. Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES D.B. Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES D.B. Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES D.B. Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES D.B. Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: SYNNEX Corporation

Address, City, State, and Zip Code: 39 Pelham Ridge Drive, Greenville SC 29615

Phone Number: 800-452-4822 Fax Number:

Printed Name and Title of Authorized Representative: Daniel Brennan, Vice President & Senior Counsel

Email Address: danielbr@synnex.com

Signature of Authorized Representative: E-SIGNED by Daniel Brennan on 2020-04-16 09:12:23 EST Date: April 16, 2020

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

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

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

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

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "<u>During the performance of this contract, the contractor agrees as follows</u>:

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive

considerations for employment without regard to race, color, religion, sex, or national origin.

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

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

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

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

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program**.

b. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages

not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act.**" However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

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

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

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

5. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R.§ 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.§§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150,000:

"Clean Air Act

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

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

Federal Water Pollution Control Act

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

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

8. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement,* Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

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

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

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.

c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, SYNNEX Corporation **, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.**

E-SIGNED by Daniel Brennan on 2020-04-16 09:12:26 EST

Signature of Contractor's Authorized Official

Daniel Brennan, Vice President & Senior Counsel

Name and Title of Contractor's Authorized Official

April 16, 2020

Date"

10. Procurement of Recovered Materials.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

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

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program."

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

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

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities

to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name:
SYNNEX Corporation

Address, City, State, and Zip Code:
39 Pelham Ridge Drive, Greenville SC 29615

Phone Number: 800-456-4822 Fax Number:

Printed Name and Title of Authorized Representative: Daniel Brennan, Vice President & Senior Counsel

Email Address:
danielbr@synnex.com

Signature of Authorized Representative: E-SIGNED by Daniel Brennan on 2020-04-16 09:12:30 EST

Date: April 16, 2020

EXHIBIT G

NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners, Public Sector's ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: SYNNEX Corporation

Street: 39 Pelham Ridge Drive

City, State, Zip Code: Greenville, SC 29615

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Daniel Brennan, *an authorized representative of* SYNNEX Corporation, *a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.*

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

E-SIGNED by Daniel Brennan on 2020-04-16 09:12:52 EST

April 16, 2020 — Vice President & Senior Counsel

Date — ***Authorized Signature and Title***

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: SYNNEX Corporation

Street: 39 Pelham Ridge Drive

City, State, Zip Code: Greenville, SC 29615

State of South Carolina

County of Greenville

I, Daniel Brennan *of the* Greenville
Name *City*

in the County of Greenville, *State of* South Carolina
of full age, being duly sworn according to law on my oath depose and say that:

I am the Vice President & Senior Counsel *of the firm of* SYNNEX Corporation
Title *Company Name*

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

E-SIGNED by Daniel Brennan on 2020-04-16 09:12:56 EST

SYNNEX Corporation
Company Name

Vice President & Senior Counsel
Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

_____
Notary Public of _____
My commission expires _____, 20____

SEAL

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: SYNNEX Corporation

Street: 39 Pelham Ridge Drive

City, State, Zip Code: Greenville, SC 29615

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

E-SIGNED by Daniel Brennan on 2020-04-16 09:12:59 EST

April 16, 2020
Date

Vice President & Senior Counsel
Authorized Signature and Title

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

E-SIGNED by Daniel Brennan on 2020-04-16 09:13:03 EST

Signature of Procurement Agent

Form AA302
Rev. 11/11

STATE OF NEW JERSEY

Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED $150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: https://www.state.nj.us/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
94-2703333	☐ 1. MFG ☐ 2. SERVICE ☒ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER	2,488

4. COMPANY NAME: SYNNEX Corporation

5. STREET	CITY	COUNTY	STATE	ZIP CODE
44201 Nobel Drive	Fremont	Alameda	CA	94538

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) — CITY — STATE — ZIP CODE

N/A

7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☒ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: 1

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: 90

10. PUBLIC AGENCY AWARDING CONTRACT

	CITY	COUNTY	STATE	ZIP CODE
Reg 4 Ed Svc Cntr	Houston	Harris	TX	77092

Official Use Only	DATE RECEIVED	INAUG.DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT AN EEO-1 REPORT.*

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
				********** MALE **********					********** FEMALE **********					
	COL. 1 TOTAL (Cols.2 &3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	4	4	0	0	2	0	0	2	0	0	0	0	0
Professionals	6	3	3	0	2	0	0	1	0	2	0	0	1
Technicians	1	1	0	0	1	0	0	0	0	0	0	0	0
Sales Workers	7	5	2	0	0	0	0	5	0	0	0	1	1
Office & Clerical	1	0	1	0	0	0	0	0	0	1	0	0	0
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-skilled)	71	30	41	0	30	0	0	0	0	41	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	90	43	47	0	35	0	0	8	0	44	0	1	2
Total employment From previous Report (if any)	71	41	30	0	24	0	0	17	1	24	0	1	4
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													
	0	0	0	0	0	0	0	0	0	0	0	0	0	0

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
☐ 1. Visual Survey ☒ 2. Employment Record ☐ 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED
From: 12/23/2019 To: 01/05/2020

14. IS THIS THE FIRST Employee Information Report Submitted?
1. YES ☒ 2. NO ☐

15. IF NO, DATE LAST REPORT SUBMITTED
MO. DAY YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO / DAY / YEAR
Burns Davison		AVP Corporate Counsel	04 / 07 / 2020

17. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO.,EXTENSION)
39 Pelham Ridge Dr	Greenville	Greenville	SC	29605	864 - 349 - 4766

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	SYNNEX Corporation		
Address:	39 Pelham Ridge Drive		
City:	Greenville	State: SC	Zip: 29615

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

E-SIGNED by Daniel Brennan on 2020-04-16 09:13:07 EST

Signature	Daniel Brennan Printed Name	Vice President & Senior Counsel Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

(Notary Public)

My Commission expires:

E-SIGNED by Daniel Brennan on 2020-04-16 09:13:11 EST

(Affiant)

Daniel Brennan

Vice President & Senior Counsel

(Print name & title of affiant)

(Corporate Seal)

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:
http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

http://www.state.nj.us/treasury/revenue/forms/njreg.pdf

SYNNEX Corporation Qualification and Experience

SYNNEX HISTORY:

SYNNEX Corporation was founded in 1980 and offers a comprehensive range of industry leading IT products and business services to our reseller customers. We've built a solid reputation for delivering customized, fully integrated solutions, services, and support, including distribution, contract assembly, business process outsourcing, and logistics. SYNNEX is listed on the New York Stock Exchange (NYSE: SNX) and is currently ranked 130 on the 2019 Fortune 500.

SYNNEX brings the most relevant technology solutions to the IT and consumer electronics markets to help our partners sustainably grow their business. We distribute more than 3,000,000 technology products from more than a thousand of the world's leading and emerging manufacturers and provide complete solutions to more than 25,000 resellers and retail customers in the U.S., Canada, and Japan. As part of our value-added services, SYNNEX provides a variety of professional and marketing services, including demand generation, education and training, pre- and post-sales support, end-user enablement, server assessment, design and integration, product lifecycle support, contract design and assembly, and IT resource planning. In addition, SYNNEX provides a wide range of financial options to ensure that our partners can provide the best solutions to their end-user customers.

Our Westcon-Comstor Americas division operates in North and Latin America and focuses in security, collaboration, networking, and data center. Our expert technical knowledge and industry-leading partner programs are designed to keep our partners at the forefront of their markets to drive business and growth. Westcon-Comstor Americas goes to market under the Westcon and Comstor brands.

Our Hyve Solutions division designs, manufactures, and deploys cost-effective, energy-efficient data center servers and storage solutions worldwide to some of the largest data center users.

SYNNEX FINANCIAL CONDITION:

FEIN 94-2703333
DUNS #112375758
The SYNNEX 2019 Annual Report is located here:

https://s22.q4cdn.com/848111767/files/doc_financials/quarterly_reports/2019/Q4/02/SYNNEX-2019-Combo-eproof-final-annual-report.proxy.pdf

The complete SYNNEX history of SEC filings can be found here:

https://ir.synnex.com/financials/default.aspx

As a Fortune 130 worldwide distributor, we are always involved in some type of litigation and employ a team of lawyers to protect our interests as a full-service distributor. Unfortunately, it's the nature of business in general and society as a whole to be litigious. Our SEC filings include details on our litigation efforts.

SYNNEX EXPERIENCE:

SYNNEX Corporation was the first broad line distributor to obtain a GSA Schedule 70 for both Federal and SLED business. Ed Somers was the manager responsible for obtaining this contract in 1998 and developing it to where it is today. We have annual sales of $60 million with over 220 vendor lines and 500,000 line items. We are audited every year and have an excellent compliance program. We have also acquired two additional GSA Schedules: 58i for Pro AV and through a recent acquisition, Cisco on the Westcon GSA Schedule.

Ed Somers realized there was an opportunity to take the infrastructure developed for GSA into the SLED market where there are over 4000 contracts in state and local government, K-20, Public Safety and Emergency Management. We

currently manage a number of contracts for our tier one manufacturing partners:

NASPO ValuePoint for HP Inc.
NASPO ValuePoint for Hewlett Packard Enterprises
NASPO ValuePoint Datacom Contract for Hewlett Packard Enterprises
NASPO ValuePoint for Panasonic
NASPO ValuePoint for Samsung
NASPO ValuePoint for Palo Alto Networks
NASPO ValuePoint for Cradlepoint
TX DIR for Panasonic
TX DIR for Lenovo
Ohio MMA for HPI/HPE
TIPS for Xerox
TIPS for Lexmark
NC Rugged for Getac
MHEC for both HP Inc. and Hewlett Packard Enterprises

We also are Prime on a number of SLED contracts including NCPA, PEPPM, USETPA, Ohio STS and TX DIR to name just a few. These contracts allow us to engage resellers as authorized dealers that provide for the reseller to sell to their end-user agency customers and handle the invoicing as well. Many of these resellers are small business and welcome the opportunity to leverage this program to gain access to key contract vehicles. The dealer program was developed by Ed Somers in response to a need in the market to use resellers as an extension of our business providing onsite customer service, sales and technical support.

Public Sector is now the largest vertical at SYNNEX with over $4.5 billion in sales to both Federal and SLED focused resellers and solution providers. Our contract business exceeded $600 million in revenue in 2019. We have a team of more than thirty people including the former City of Greenville Chief of Police, a former City of Columbia police detective, former K-12 teachers, principals, nurses, and industry experts who are tasked with managing and growing this business as well as supporting both our manufacturing partners and reseller partners.

Our Dealer Network is comprised of over 25,000 independent dealers, resellers, and solutions providers nationwide. We have over 7,000 partners selling into Public Sector with 3,500 actively selling into State and Local Government and 1700 partners focused on K-20 Education, and 900 Healthcare.

Ed Somers was recently promoted to Vice President in recognition of the success of this program and his team. Ed Somers graduated from Clemson University with a BA cum laude and Emory University School of Law. He is a member of the State Bar of Georgia.

Our Success is Measured by How Much We Help Our Partners' Businesses Grow

aruba a Hewlett Packard Enterprise company

Distributor of the Year, U.S. and Canada (2019, 2018); Andean Distributor of the Year, Westcon Colombia (2019)

BeyondTrust

Beyond Trust, Value Added Distributor of the Year, Westcon Brazil and Westcon Mexico (2019)

Check Point SOFTWARE TECHNOLOGIES LTD.

North American Distributor of the Year (2019); Distributor of the Year, Westcon Brazil (2019); North American Distributor of the Year, Westcon-Comstor Americas (2018)

cisco

Distributor of the Year, LATAM (2019); Best Distributor for the Region CANSAC (CCA, Peru and Ecuador) and for the Region MCO, Colombia (2019)

CITRIX®

Distributor of the Year, Westcon Americas, Brazil (2018)

COMMSCOPE®

Ruckus Networks North American and LATAM Distributor of the Year, Westcon Americas (2019); Ruckus Networks Canada Distributor of the Year (2018); Ruckus Networks Trailblazer Unleashed, U.S. (2017)

DIGI

North American Distribution Partner of the Year, U.S. and Canada (2019)

digium

Pinnacle Partner Canadian Distributor of the Year (2019)

f5

Latin America Distributor of the Year, Westcon Americas, (2019, 2018, 2017)

FIREMON

Americas Distributor of the Year (2019); North American FireMon Ignite Distributor of the Year (2018)

Hewlett Packard Enterprise

Distributor of the Year, U.S. (2019)

hp

Partner of the Year, Personal Systems, Print Hardware and Supplies, U.S. (2019)

Infoblox

North American Distributor of the Year (2019); Distribution Partner of the Year, Westcon-Comstor Americas, U.S. (2018)

intel

CCG Distributor of the Year, U.S. (2018), DCG Distributor of the Year, U.S. (2018)

JUNIPER NETWORKS

Distributor of the Year, Westcon Americas, Mexico (2018)

Microsoft

WW Surface Distributor of the Year, (2019); Partner of the Year, Westcon Colombia (2019); SAP on Azure Partner of the Year LATAM, Westcon Colombia; Modern Workplace U.S. Distributor of the Year, OEM Devices Partner, U.S. (2019); Surface Transformation Distribution Partner of the Year, U.S. (2019); OEM Windows Pro Devices Partner of the Year and Surface Hub Partner of the Year, U.S. (2018)

lifesize

Global Distribution Partner of the Year (2019); Americas Distributor of the Year (2018)

NetApp®

Major Revenue Distributor of the Year, Westcon Americas, Brazil (2018)

paloalto NETWORKS®

Distributor of the Year, Westcon Americas, North Latin America (2018)

PURESTORAGE®

Disruptor of the Year Partner Award, Westcon-Comstor, LATAM (2019)

SEAGATE

Enterprise Distributor of the Year, U.S. (2019, 2018)

Symantec.

SecureOne Services Excellence Award, Americas, Westcon LATAM (2019)

vmware®

Emerging Markets Global and Americas Distributor of the Year, Westcon Americas, Latin America (2018); Education Services Partner of the Year, Westcon Mexico, Latin America (2018)

SYNNEX CORPORATION

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Customer Name	Customer Contact	Customer Title	Years with SYNNEX	City	State
Crossvale	Connor Brankin	CEO	3 years	Dallas	TX
Daly Computers	Jeff Di Bella	Director of Sales	20+ years	Clarksburg	MD
DHE Computer Systems, LLC	Dan Hammack	CTO	12 years	Centennial	CO
ITSavvy	Brian Fields	Senior Director, Public Sector	15 years	Addison	IL
Kynetic Technologies LLC	Ken Candela	Vice President	13 years	Dunedin	FL
PC Connection	Jeff Trent	Vice President, Federal Sales	18 years	Merrimack	NH
PC Specialists DBA Technology Integration Group	John Cowie	Director, Education Business Development	20 years	San Diego	CA
Presidio	Trina Dennis-Carolson	Director Governmetn Contracts	21 years	Fulton	MD
RCN	Reed Perryman	Director Public Sector Sales	2 years	Knoxville	TN
SSP DATA INC	Sandesh Mutha	Vice President	15 years	Richmond	CA
Synchronous Technologies	Nancy Sauber	Office Manager	16 years	Fife	WA

April 22, 2020

Omnia Partners, Public Sector
Ref: Solicitation No. 20-08, RFP for Cyber Security Solutions & Associated Products & Services
Subject: Authorization of Synnex Corporation

To Whom It May Concern,

The purpose of this letter is to confirm that Synnex Corporation (Synnex) is a bona fide partner of Palo Alto Networks, Inc. and as such is directly authorized to bid on the currently published RFP (Solicitation No.20-08). Synnex is authorized to distribute, resell, or otherwise provide Palo Alto Networks' products and services under the terms and conditions of Solicitation No. 20-08.

Should you have any questions regarding this matter, please do not hesitate to contact me via e-mail: racheampon@paloaltonetworks.com.

Sincerely,



Regina Acheampong
Director, Business Operations

To whom it may concern:

Crossvale Inc., a Dallas based IT professional services company, has been working with Synnex for over three years.

During that time Crossvale has worked approximately 100 deals in the commercial and SLED space. The type of work we have done together is software product resale and IT Professional Services.

Crossvale has found all the staff at Synnex to be:

- Responsive
- Intelligent
- Agile
- Able to execute
- Flexible

Specifically, in the SLED space Crossvale has leveraged Synnex's TX DIR and NCPA contracts successfully. We found the process to be easy, well documented and fast. The Synnex staff were there to answer any and all questions no matter how basic.

I would recommend Synnex as a valued partner to any company wishing to sell their products or services.

If you'd like to discuss further, I would be pleased to chat over any concerns or questions you might have.

Sincerely,

Conor Brankin
CEO
Crossvale Inc
cbrankin@crossvale.com

Omnia Partners
840 Crescent Center Drive
Suite 600
Franklin, TN 37067

To Whom It May Concern,

SYNNEX is a valued added distributor that supplies both hardware and software OEM vendors. These vendors include vendors such as Acer, Capsa Solutions, Cisco, Extreme Networks, Google, Hewlett Packard Enterprises, HP Inc, Lenovo, Microsoft, and ViewSonic.

Within the last 15 years ITsavvy has made SYNNEX their preferred distribution source. With over $40M in business that we have done with SYNNEX in 2019, we rely on them for more than just shipping equipment. SYNNEX is a source for support, integration, configuration and services.

GovSolv, within SYNNEX, has provided a high level of expertise in addressing more complex and unique requirements of Federal, State, Local and Educational clients. The contract management team at SYNNEX is superior to any other group that I have worked with; and continues to be best in class.

If I can be of any additional assistance in this reference, please contact me via the information below.

Respectfully

Brian Fields
Senior Director Public Sector

ITsavvy 313 South Rohlwing Road Addison, IL 60101
Tel 630.396.6305 FAX 630.396.6322 bfields@ITsavvy.com www.ITsavvy.com

events | Spiceworks | LinkedIn | Twitter | Facebook | YouTube

Official IT Solutions Provider of Chicago Fire FC

KYNETIC
TECHNOLOGIES LLC
"Changing the Future Today"

April 17, 2020

Omnia Partners
840 Crescent Centre Dr.
Suite 600
Franklin, TN 37067

RE: Synnex Public Sector Group

To Whom it may concern:

Our company is Kynetic Technologies LLC, we are a Nationally Certified Minority Owned business, who focuses in the SLED market. We have been a customer of Synnex Corporation for over 15 years. We have been a part of Synnex's Public Sector Reseller group along with their Varnex group. We work with all the other distributors in the industry, but we feel Synnex is the best at addressing the Public Sector market. They have individual experts that focus on Federal, State and Local Government, Law Enforcement, Education both K12 and higher education. Synnex is the leader in innovation in the Public Sector they were the first to add an education group, the first to add a public safety group with individuals from those industries to teach us how better to serve those markets. This is much different than the other distributors in the marketplace they do not make that kind of investment in the Public Sector.

I feel adding Synnex to your approved vendor group will help broaden your contract usage. If you have any questions, feel free to contact me.

Ken Candela

Vice President
Kynetic Technologies LLC
(727) 543-6158

PRESIDIO

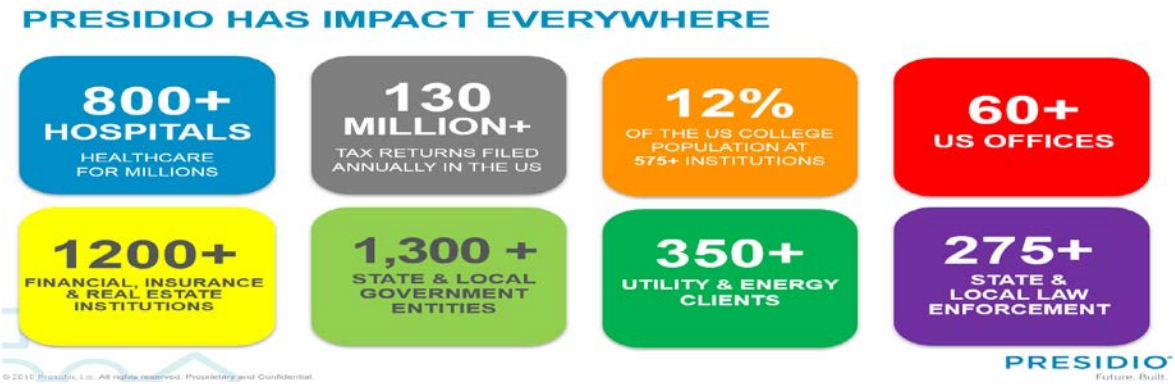
8161 Maple Lawn Blvd.
Suite 150
Fulton, MD 20759
www.presidio.com

April 20, 2020

Subject: SYNNEX Reference for Omnia Contract

To Whom it May Concern:

Presidio and SYNNEX have enjoyed a strong business relationship for many years, and SYNNEX is a top distribution partner. Presidio is a leading IT solutions provider assisting clients in harnessing technology innovation and simplifying IT complexity to digitally transform their businesses and drive return on IT investment. SYNNEX's line card provides us with the ability to source from a very comprehensive set of vendors. This access allows SYNNEX to design and tailor very robust solutions addressing the unique needs of our customers. Over 20% of our business is from our public sector customers. SYNNEX offers unique support through their GovSolv team providing Presidio and our customers with practitioner resources including former educators, school administrators, and government leaders. These resources supplement our segment solution knowledge and help ensure we exceed the needs and expectations for our education, state and local government customers.



PRESIDIO

Our ability to leverage a SYNNEX-held Omnia contract enhances our business proposition to our public sector customers. Our customers' ability to leverage a competed, well recognized cooperative agreement provides them with procurement process assurance, reduces the time required to implement projects, and reduces procurement costs.

Sincerely,

Trina Dennis-Carlson
Director Government Contracts
Phone: 301-623-1872
Email: tdennis-carlson@presidio.com

From: John Cowie <John.Cowie@tig.com>
Sent: Tuesday, April 14, 2020 11:06 AM
To: Brent Odom <brento@synnex.com>
Cc: Jennifer McEachern <jennifermce@synnex.com>
Subject: RE: TIG and Omnia

Brent,

I'm pleased to learn that SYNNEX is submitting a response to Omnia. Please use TIG and my comments as a reference.

TIG and SYNNEX have enjoyed a strong business relationship for many years, and SYNNEX is a top distribution partner. SYNNEX' line card provides TIG with the ability to source from a very comprehensive set of vendors. This access allows TIG to design and tailor very robust solutions addressing the unique needs of our customers. Over 60% of TIG's business through our 20 branches across the United States is from our public sector customers. SYNNEX offers unique support through their GOVSolv team providing TIG and our customers with practitioner resources including former educators, school administrators, and government leaders. These resources supplement our segment solution knowledge and help ensure we exceed the needs and expectations for our education and government customers.

Our ability to leverage a SYNNEX held Omnia contract enhances our business proposition to our public sector customers. Our customers' ability to leverage a competed, well recognized cooperative agreement provides them with procurement process assurance, reduces the time required to implement projects, and reduces procurement costs.

We look forward to your partnership with Omnia.

Regards,

John

John Cowie
Director, Education Business Development
Technology Integration Group
Phone: 317.782.8088 x 2033
Mobile: 317.294.7545
john.cowie@tig.com

TIG SPIN # 143006183



System Integration That Powers Your Organization

SYNNEX Corporation Value Add

1. SYNNEX Linecard

The public expects government agencies to keep up with changing technological trends in order to keep them and their data safe. In order to best serve the OMNIA Partners community, SYNNEX proposes including the entire SYNNEX linecard of over fourteen hundred IT manufacturers and Authorized Service Providers as a Value-Add to the contract. These manufacturers are often used in Cyber Security and, in order to create a broader solution while providing a unique "Best Value" option for purchasing agencies, we propose including the remaining linecard manufacturers at a flat discount to the OMNIA Partners community. A copy of the complete SYNNEX linecard has been included in our response.

Our proposed catalog offering gives public agencies connection to not only the larger, tier-one manufacturers but also the smaller, emerging manufacturers that would typically be unavailable to agencies without a contract vehicle as a means of procurement. Access to emerging technology allows state, local, and education agencies to keep up with the critical needs of keeping the public and their data safe.

SYNNEX brings the most relevant technology solutions to the public sector community with more than 3,000,000 technology products from more than 1400 of the world's leading and emerging manufacturers. Our deep expertise focuses on technology and vertical markets, working in collaborative teams to build next-generation solutions where the two intersect. We are partners in navigating technology growth opportunities for our manufacturing and reseller partners, constantly reevaluating and evolving our go-to-market strategies to help our partners stay relevant in the ever-changing world of technology.

SYNNEX currently holds two IT catalog contracts that are available to public sector agencies. The feedback that SYNNEX and our reseller partners have received from these agencies is that they value the ability to procure full solutions through one contract, allowing them to save time and money. By streamlining the procurement process and easing the path to delivery, OMNIA Partners can provide government agencies with "Best Value" beyond best pricing.

Open Market Products:

If the entire SYNNEX linecard is accepted as part of this contract, there should be no "Open Market" product, allowing the agency to make their full purchase under contract.

Value Add Category Examples:

SYNNEX Corporation proposes the entire catalog of SYNNEX and all SYNNEX divisions, including, but not limited to 3D Printers and Accessories, Access Control, Accessories, All In One PCs, Android Phones, Antennas, Audio-Visual Products, AV Furniture, Barcode Readers, Batteries and Battery Chargers, Bridges / Routers, Business Machine Supplies, Cable Accessories, Calculators / Business Machines, Camcorders, Cases and Protective Covers, Chromebooks, Cloud Security, Cloud Software and Solutions, Combined AV Devices, Computer Accessories, Computer Based Training, Computer Mice / Pointing Devices, Consumer Electronics, CPUs / Processors, Creativity Applications, Data center products, Data Management Applications, Desktop Computers, Desktop Supplies, Digital AV Players / Recorders, Digital Cameras, Display Accessories, Display Cables, Dot Matrix Printers, Drones, DVD Players / Recorders, DVRs / Security Storage, Education Applications, Fax Machine Supplies, Fax Machines, Financing Options, Flash USB Drive and Cards, Gaming Accessories, Gaming Console Applications, Gaming Systems, GPS Receivers / GPS Kits, Handheld Devices / PDAs, Hard Disk Drives, Headphones and Microphones, Home / Lifestyle Applications, Home Audio, Hosted Software, Hubs / Switches,

Ink Jet Printers, Input Device Accessories, Integration, Internet / Communication Applications, IOT Solutions, Keyboards / Keypads, KVM Switches and AV Splitters, Laser Printers, Last Mile Services / Solutions, LED Printers, Managed Print, Memory Boards and Card Readers, Modems, Monitors, Motherboards, Multifunction Machines, Netbooks, Network Accessories, Network Adapters, Network Cables, Network Devices, Network Management Tools, Network Service / Support, Network Storage, Notebook / PDA Carrying Cases, Notebook / Tablet PCs, Notebook Computers, Office Furniture, Office Productivity Applications, Office Tools, Operating Systems, Optical / Floppy / Zip Drives, Optical System and Accessories, Other Communication Devices, Output Accessories, Output Device Service / Support, Paper / Labels / Transparencies / Plastic Cards, PC and Network Cameras, PC Carrying Cases, PC Gaming Applications, Photocopier Supplies, Photocopiers, Port Replicators / Docks, Portable Audio, Power Accessories, Power Adapter, Power Cables, Power Distribution Units, Power Supplies, Presentation Supplies, Printer Accessories, Printer Cables, Printer Consumables, Printer Servers, Programming Tools, Projectors, Rack Systems and Accessories, RAM Modules, Read-Only Memory, Reference / Data Sources, Reference Materials and User Manuals, Remote Controls, Removable Media, Scanners, Security Software and Applications, Servers, Smart Appliances, Software Services / Support, Software Suites, Solid Ink Printers, Solid State Drives (SSD), Sound Cards, Speakers, Storage Accessories, Storage Cables, Storage Controller, Storage Enclosure and RAID Array, Storage Services / Support, Surge Suppressors, System Cabinets, System Cables, System Services / Support, Tablet PCs, Tape Drives, Tape Libraries / Autoloaders, Telephones, Televisions, Terminals / Network Computers, Thermal Printers, Toner Cartridge Drums, Training Courses, Unified Communication Hardware, Unified Communication Services, Unified Communication Software / Licensing, UPS, Utilities, Video Cards, Video Conferencing, Wireless Solutions / Services, and Workstations.

2. Professional Services:

In addition to the products available under the SYNNEX linecard, SYNNEX' offering includes Professional Services provided by SYNNEX Authorized Service Providers.

SYNNEX Authorized Service Providers are professional contractors who are trained to the highest level possible to provide expedient and accurate field repairs of equipment and services such as engineering, site surveys, installation, training, etc. SYNNEX' Field Services Team evaluates the competency of each contractor technician to verify that the technician has been trained to adequate standards. To ensure the highest level of service is provided to end user agencies, SYNNEX monitors and evaluates the contractor's performance for professionalism, compliance, and adherence to the SYNNEX Supplier Code of Conduct.

Services are often opportunity specific and MSRP pricing will be provided to the requesting Agency within a Statement of Work.

3. Subject Matter Experts

With the inclusion of our catalog as part of the OMNIA Partners contract, agencies and Dealers can work with the SYNNEX team of subject matter experts to determine the best solutions to fit their needs. Our team of experts includes former educators and education technologists, the previous City of Greenville Chief of Police, nurses, E-Rate experts, and others. These solutions can often be comprised of multiple manufacturers. Whether it's a complex Smart City cybersecurity solution of computers, cameras, software, cloud storage, and related accessories/peripherals, or a Smart Campus solution of gunshot detection equipment, building access control, networking and connectivity, agencies can work with our experts to design the perfect solution that meets their exact needs with streamlined procurement.

4. SYNNEX Supply Chain Security

OMNIA Partner Agencies can buy with confidence knowing that the products they are receiving have full chain of custody tracking and documentation. SYNNEX Corporation has a fully incorporated Supply Chain Risk Management Plan which sets for the guidelines and processes that SYNNEX follows to ensure measurable and satisfactory performance against contractual obligations. This SCRM Plan defines and documents the supply chain risk management of subcontractor and vendor efforts, ensuring security, performance and on time delivery at the best cost value to the government.

SYNNEX Corporation uses NIST, ISO, SYNNEX plans, policies, procedures, and commercial best practices Supply Chain Risk Management processes, beginning with validating procurement source selection strategy and supplier qualification and ending with proper disposition of equipment and completion of services provided to the government.

Approved (certified) suppliers have the appropriate quality control measures to prevent counterfeit items from being introduced into the supply chain including:

- Approved / validated shipping methods
- Shipping in tamper-resistant packaging
- Control in all phases using electronic bar coding and optical character recognition which tracks movement, provides lifecycle, recurring inventory
- Security storage (with controlled access)
- Equipment handled by authorized and certified personnel
- Replacement equipment to be purchased from approved suppliers
- SYNNEX' Supply Chain Risk Management Plan is aligned with the requirements set forth in NIST Special Publications, ISO, and Best Practices (to include counterfeit prevention, tamper prevention, traceability, and tracking)

Additionally, SYNNEX Corporation is a member of the Transported Asset Protection Association (TAPA), the international leader in setting standards to prevent cargo crime. We currently hold Customs-Trade Partnership Against Terrorism (C-TPAT) Certification. C-TPAT sets standards for cargo security in the supply chain and is partnered with US Customs and Border Protection. SYNNEX is ISO 9001:2008 Certified – this certification documents physical security practices.

A copy of the SYNNEX Corporation SCRM Plan is included with our response.

E-RATE

SYNNEX

SERVICE*Solv*™

FIELD SERVICES

E-Rate and Government Contract Solutions from SYNNEX



SYNNEX Field Services delivers a consistent, focused approach to your E-Rate and Government Contract Needs.

SYNNEX E-Rate Solutions include:

- Cable Pulling
- Asset Tagging
- Consultation and Training
- Professional Development
- Dedicated Product Coordination
- Professional Site Survey Reporting
- Cutting-Edge, Custom Project Portal for Large-Scale Deployments
- Easy, Flat-Rate Service-as-a-SKU Program
- Remote Monitoring and Help Desk Support
- Nationwide Installation, Configuration, and Troubleshooting

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Please Contact

fieldservices@synnex.com

Or call 1-877-358-5505

SYNNEX CORPORATION

SYNNEX
RENEWSolv™
Automate recurring revenue

IDENTIFYING AND OPTIMIZING SALES OPPORTUNITIES WITH RENEWSOLV

WHAT IS RENEWSOLV?

RENEWSolv is a multi-vendor end to end services and renewal solution available to SYNNEX resellers in a single online portal. RENEWSolv provides SYNNEX partners a comprehensive view of services and renewal opportunities for supported hardware and software purchased from SYNNEX. Use of the platform will allow you to view, track and leverage automated quotes to optimize sales opportunities, including:

- MAINTENANCE AND SUBSCRIPTION RENEWALS
- ATTACHING WARRANTIES/SERVICES TO HARDWARE
- UPSELLING SERVICE OPTIONS

This all-inclusive view simplifies the sales process and reduces administrative time spent on management of client service expirations and selling services and renewals. RENEWSolv allows for more time and resources committed to sales and to your customers, resulting in increased recurring revenue, maximized profits, and customer satisfaction.

DYNAMIC QUOTING FEATURES

The RENEWSolv portal enables resellers to perform real-time "what if" analysis on services and renewal opportunities and view different available services options, as well as all possible support options for items, eliminating the need to search each vendor for SKUs, pricing, and other vital information.

RENEWSolv will automatically generate customer-ready quotes for expiring services and renewals 90 to 120 days prior to termination at no cost to you. Service attach quotes will remain open for 90 days. Automated delivery is available to streamline quote submissions to customers for greater efficiency. Resellers also benefit from enhanced flexibility, utilizing the platform's data to best meet their business goals by downloading and publishing quotes.

RENEWSolv maintains relationships with a growing list of industry leading manufacturers for warranty, contracts, subscriptions, and license renewals. Additionally, attach and uncovered equipment opportunities for hardware equipment purchases where no services were sold at the time of hardware purchase are available.

THE SERVICES LIFECYCLE

RENEWSolv can assist resellers in taking advantage of sales opportunities at critical points throughout the services lifecycle, ensuring that you do not overlook opportunities for revenue and maintain reoccurring business with the customer. For example, warranty extensions keep the hardware in your hands increasing both profits and customer retention

The phases of the Services Lifecycle include:

1. Initial sale of equipment and base warranty - The client asks what services, warranties, subscription, maintenance plans, etc are available.
2. Attach/uncover upgraded or extended warranty - The client asks what upgrades and software packages are available and quotes are available up to 90 days after sale.
3. Warranty conversion - the hardware has only the base warranty where no service or software extension or upgrade was sold at time of base warranty expiration. RENEWSolv will view equipment purchases and advise of extension opportunities for clients 90 to 120 days prior to expiration.
4. Renewals - services and software opportunities become available for before expiration. These include:
    - Warranty/Equipment
    - Subscription or License
    - Service/Maintenance Plans
5. Replacing and updating technology with base warranty once current equipment reaches end of lifecycle or will no longer be supported by the manufacturer.

RENEWSolv eliminates the headache of tracking these opportunities across all of your customers by including all the pertinent data in one convenient location in your free online portal, along with regular notifications so you always know when it's time to sell your customer on warranty extensions, subscription renewals, and other service opportunities.

RENEWSOLV VS THE TRADITIONAL RENEWAL PROCESS

When comparing the traditional approach to tracking renewal opportunities with the comprehensive RENEWSolv online portal, there are three major disadvantages to the traditional approach:

- **COMPLEX AND MANUAL:** The renewal tools and processes change between vendors. Each vendor has a unique process for tracking and distributing opportunities to their channel partners and identifying what SKUs are available for sell.
- **TIME INTENSIVE:** Identifying opportunities, generating quotes, completing transactions, follow-ups all consume a significant amount of the reseller's time. You must review and scrub data which can result in often overlooked opportunities, as well as preventing you from pursuing new sales leads.

- **INEFFICIENT COMMUNICATIONS:** Systems often do not have the complete records on renewal opportunities. Contracts expire and customers lose coverage. Clients often are unaware of impending expirations until they call in for support.

By accessing the RENEWSolv online portal, you can eliminate these challenges. RENEWSolv offers:

- **A SIMPLE AND AUTOMATED PROCESS:** Opportunity identification, branded quote generation, and custom deliver options are all automated, so you can simply review opportunities and take action.
- **INCREASED FLEXIBILITY AND EFFICIENCY:** Less time scrubbing data allows resellers more time to interact with and sell to clients.
- **INCREASED KNOWLEDGE AND VISIBILITY:** Our single, centralized portal populates opportunities for all customers across vendors, helping you to optimize incremental revenue and customer retention.

SHIFTING ADMINISTRATIVE TIME TO SALES TIME

It is estimated that resellers spend as much as 60% of administrative time identifying renewal opportunities and preparing quotes. The remaining time is committed to contacting end users, selling the product or service, and coordinating orders with purchasing team members.

RENEWSolv can enable you or help to eliminate the initial 60% and reduce the remaining effort 50% or more by automatically identifying all possible services and renewal revenue, addressing date issues, developing quotes, and ensuring End of Service Life and co-terminations are known.

ADDRESSING REVENUE OPPORTUNITIES

RENEWSolv eliminates the headache of tracking these opportunities across all of your customers by including all the pertinent data in one convenient location in your free online portal, along with regular notifications so you always know when it's time to sell your customer on warranty extensions, subscription renewals, and other service opportunities.

1. **AUTOMATED QUOTES:** Multi-vendor data is compiled and up-to-date, actionable quotes are automatically generated.
2. **EMAIL NOTIFICATION:** Resellers receive weekly email notifications of sale opportunities based on their data.
3. **QUOTE REVIEW AND VALIDATION:** Access RENEWSolv with your SYNNEX EC Express login, review with "what if" analysis and adjust quotes, deliver the quote to your customer from the portal or download options are available to deliver the quote to your end user .
4. **ORDER PROCESSING:** Your customer approves the quote, you return to RENEWSolv and place your purchase order directly in the portal. SYNNEX processes the sales order and the order is fulfilled order.

This streamlined process offers you the ability to take advantage of untapped revenue by conveniently providing you the data transformed and automated for you to offer to your customers and close sales.

SYNNEX
RENEWSolv™
Automate recurring revenue

Data Compilation

RENEWSolv eliminates the need to scrub data from your vendors with opportunities in the platform, allowing you to better serve your clients. Our data compilation feature includes:

- A combination of vendor and SYNNEX data
- Matches with relevant previous equipment and license purchases
- The ability to upload customer data for equipment not sold through SYNNEX

Auto Quote Generation

RENEWSolv provides up-to-date automated actionable quotes. Auto quote generation features include:

- Renewals/Quotes automatically generated 90 - 120 days prior to expiration
- Attach/Warranty quotes created immediately following product sale
- Weekly refresh on SKU's/options/etc for greater accuracy
- Reseller price/MSRP updated in real time for each SKU on quote

Email Notifications

To ensure that resellers stay up to date and aware of current RENEWSolv sales opportunities, we send an email notification with the following updates:

- Total available value on all quotes in pending / draft status
- Includes link to SYNNEX Express website allowing direct access. Messages can be customized to insure the right message is sent to the right individuals in your organization.

For more information on RENEWSolv and to get a list of participating vendors,
visit SYNNEX.com/us/renewsolv.

SYNNEX
RENEWSolv™
Automate recurring revenue

855-851-7437
Renewsolv@synnex.com

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SYNNEX CORPORATION

SYNNEX
SERVICESolv®



SYNNEX SERVICESolv: Easy to Buy, Easy to Sell

Partner with SYNNEX and Westcon-Comstor Americas to spend more time winning deals and less time dealing with time-consuming installations. With a variety of value-added services, SYNNEX SERVICESolv can help supplement your company's service offerings, skillsets, and geographic reach to expand your services portfolio and earn more margin.

For more information about any of our services, email servicebd@synnex.com, or call 877-358-5505, option #1.

Field Services

- Professional Audio-Visual
- Cabling
- Digital Signage
- Fleet Services
- Telephony
- Point of Sale
- Onsite Installation and Configuration
- Wireless Networking
- Wireless Site Surveys
- Physical Security
- Digital Signage
- Data Center Transformation

Software Services

- Consultation
- Assessment
- Implementation
- Migration
- Health Check
- Cloud
- Helpdesk
- Disaster Recovery

Integration

- Hardware Integration
- Imaging/Software Install
- Asset Tagging/UID
- Bundling/Kitting
- Server/Rack Builds
- Laser Etching
- Phone Provisioning (Firmware, URL)
- Importer and Exporter of Record as a Service (160+ Country Reach)
- Staging and Integration (Router, Switch)
- Inventory Management
- Project Management (Large Deployments)
- Box and Shipping Labels
- Testing and Burn-in Services
- Raid, BIOS & Firmware Updates
- Printer Configs/Load IP/MAC Address
- Overpacking and Green Packaging
- White Glove Services and Virtual Reality Kits
- ISO 9001 Certified

Education

- Public and Private Trainings
- Onsite or Virtual Classes
- Access to:
  - Vendor and IT Certification Training
  - Business Skills Training
- Training for:
  - ForeScout
  - Check Point
  - Palo Alto Networks
  - Google
  - Red Hat
  - Microsoft
  - Avaya
  - SAP
  - Apple
  - VMWare
  - Cisco
  - Oracle
  - Professional Development
  - Plus Many More

GoldSeal® Support Maintenance Solution

- Product Maintenance Package
- Nationwide Support
- 24/7 Technical Support
- Embedded Vendor Support
- Hardware Replacement Coordination
- White-Labeled
- Available for:
  - Avaya, IP Office
  - Polycom
  - Palo Alto Networks
  - Ribbon Communications (Sonus)

Professional Services

- Remote Deployment
- Implementation
- Adoption Services and Consultancy
- Health Check and Configuration Audits
- Migrations and Updates
- Project Management
- Staff Augmentation

Smart Hands

- Asset Tagging
- Software Deployment and configuration
- Unpacking Hardware
- Trash Disposal
- Installation and Configuration

Warranty and Depot Services

- Chromebooks and Tablets
- ProAV Products
- Desktops/Notebooks
- Printers

Network Operation Center (NOC)

- 24x7 Remote Monitoring and Alerting
- Remote Remediation
- Patch Management
- Help Desk Support
- Reporting
- Product and AV updates

Rigger Services

- Xerox A3 and A4
- Epson T Series Wide Format
- HP Wide Format
- Contex Wide Format Scanners
- Assembly
- Configuration
- Last Mile Delivery
- Inside Delivery
- Testing
- Training

Miscellaneous Services

- Recycling
- Asset Buyback
- Data Destruction

Westcon Comstor Americas
A Division of SYNNEX Corporation

Grow your business with SYNNEX SERVICESolv

Email servicebd@synnex.com today, or call 877-358-5505, opt #1.

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SYNNEX CORPORATION

SERVICESolv™
FIELD SERVICES



Recycle, Reuse, Resell
We Buy Back IT Equipment!

Now you can utilize our years of expertise in managing millions of pounds of e-waste such as end-of-life IT assets, as well as our specialized technology team that resells a higher percentage of recycled IT equipment than any other firm in the industry.

To get started, all you have to do is upload your list of equipment here we'll do the rest -- within 48 hours.

Converting your end-of-life IT equipment into valued resources is our No. 1 goal. And we don't just want to turn aging assets into resources that help pay for new technologies -- we want to help you optimize the two- to three-year resale window and get the most bang for your resale buck.

Our experts can help you identify peak resale value on equipment being considered for refresh right now — before it's too late.

In addition, you'll have the comfort of knowing you'll get professional, legal, nationwide, full-service environmental recycling, guaranteed data destruction, and certifications that include:

- R2-RIOS Certified
- DEP Permitted and Bonded
- NAID Member
- Fully Insured
- DOD, HIPPA, SOX, GLBA, FACTA, and NIST Compliant
- Party Environmental Impact Reporting and Certificate of Destruction
- Nationwide Secure Electronics Collection and Transport
- Shredding, Wiping, and Reporting

Learn more at: www.synnexcorp.com/us/fieldservices/

Benefits of Our Buy-Back Program Include:

- Highest rate of IT asset resale in the business
- Guaranteed data security & legal compliance
- 24- to 48-hour price quote
- No new vendor approval process
- Guaranteed value – what we quote, we pay!

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SYNNEX CORPORATION

SERVICESolv™
FIELD SERVICES



Software Solutions from SYNNEX

Spend your time finding and winning new business, with the confidence that SYNNEX SERVICESolv Field Services will back you up with our nationwide team of deployment experts. Our team is ready to deliver your solutions to your valuable clients, on time and ready to use. SYNNEX Deployment Services delivers a consistent, focused approach to your technology deployments.

We offer managed, professional, and field services to support all phases of the IT lifecycle, allowing our partners to easily build or grow their existing services revenue, with minimal investment, through a non-competitive, vendor-agnostic approach.



SYNNEX Software Service Solutions include:

- Site Assessment and Health Check
- Dedicated Project Management
- Cutting-Edge, Custom Project Portal for Large-Scale Deployments
- Nationwide Installation, Configuration and Troubleshooting
- Data Migration
- Consultation and Training
- Remote Monitoring and Help Desk Support
- Disaster Recovery Service
- Easy, Flat-Rate Service-as-a-SKU Program

What is the value of the SERVICESolv offering for you?

- Build recurring revenue stream
- Ability to cover a geographical region that is outside your current scope
- Experts with over 150 years of service experience
- Leverage engineers that specialize in “one” area of IT solution stack vs. generalist
- Non-competitive GTM approach -- 100% partner friendly

PLEAS E CONTACT
fieldservices@synnex.com
or call 1-877-358-5505

Contact the SYNNEX SERVICESolv team today to find out how we can help with your project.

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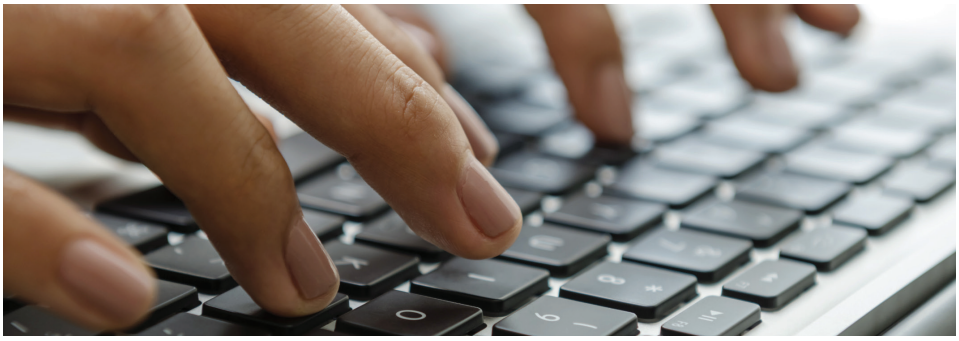
SYNNEX CORPORATION

SERVICESolv™
FIELD SERVICES

"Smart Hands" Service Solutions from SYNNEX

Spend your time finding and winning new business, with the confidence that SYNNEX SERVICESolv Field Services will back you up with our nationwide team of deployment experts. Our team is ready to deliver your solutions to your valuable clients, on time and ready to use. SYNNEX Deployment Services delivers a consistent, focused approach to your technology deployments.

We offer managed, professional, and field services to support all phases of the IT lifecycle, allowing our partners to easily build or grow their existing services revenue, with minimal investment, through a non-competitive, vendor-agnostic approach.



"Smart Hands" is a convenient way for your customers to obtain the services they need on time and in budget. With "Smart Hands" service, SYNNEX will provide skilled personnel to complete the installation to your customer's specifications.

SYNNEX "Smart Hands" Services include:

- Unpacking Boxes
- Installation and Configuration
- Asset Tagging
- Loading Software
- Consultation and Training
- Trash Disposal and Cleanup
- Plus Much More - "Smart Hands" is customizable to your customers' unique requirements

Contact the SYNNEX SERVICESolv team today to find out how we can help with your project.

What is the value of the SERVICESolv offering for you?

- Build recurring revenue stream
- Ability to cover a geographical region that is outside your current scope
- Experts with over 150 years of service experience
- Leverage engineers that specialize in "one" area of IT solution stack vs. generalist
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SERVICESolv™
FIELD SERVICES

Fleet Service Solutions from SYNNEX

Spend your time finding and winning new business, with the confidence that SYNNEX SERVICESolv Field Services will back you up with our nationwide team of deployment experts. Our team is ready to deliver your solutions to your valuable clients, on time and ready to use. SYNNEX Deployment Services delivers a consistent, focused approach to your technology deployments.

We offer managed, professional, and field services to support all phases of the IT lifecycle, allowing our partners to easily build or grow their existing services revenue, with minimal investment, through a non-competitive, vendor-agnostic approach.



SYNNEX Fleet Service Solutions include:

- Needs Assessment and Design Services
- Dedicated Project Management
- Cutting-Edge, Custom Project Portal for Large-Scale Deployments
- Nationwide Installation, Configuration, and Troubleshooting
- Asset Tagging
- Consultation and Training
- Remote Monitoring and Help Desk Support
- Easy, Flat-Rate Service-as-a-SKU Program

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- Build recurring revenue stream
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- Leverage engineers that specialize in “one” area of IT solution stack vs. generalist
- Non-competitive GTM approach -- 100% partner friendly

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or call 1-877-358-5505

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SYNNEX CORPORATION

SERVICESolv™
FIELD SERVICES

Point of Sale Service Solutions from SYNNEX

Spend your time finding and winning new business, with the confidence that SYNNEX SERVICESolv Field Services will back you up with our nationwide team of deployment experts. Our team is ready to deliver your solutions to your valuable clients, on time and ready to use. SYNNEX Deployment Services delivers a consistent, focused approach to your technology deployments.

We offer managed, professional, and field services to support all phases of the IT lifecycle, allowing our partners to easily build or grow their existing services revenue, with minimal investment, through a non-competitive, vendor-agnostic approach.



SYNNEX Point of Sale Solutions include:

- Professional Site Survey Reporting
- Site Assessment and Design Services
- Dedicated Project Management
- Cutting-Edge, Custom Project Portal for Large-Scale Deployments
- Nationwide Installation, Configuration, and Troubleshooting
- Asset Tagging
- Consultation and Training
- Remote Monitoring and Help Desk Support
- Cable Pulling
- Easy, Flat-Rate Service-as-a-SKU Program

Contact the SYNNEX SERVICESolv team today to find out how we can help with your project.

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- Build recurring revenue stream
- Ability to cover a geographical region that is outside your current scope
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SYNNEX CORPORATION

SERVICESolv™
FIELD SERVICES

Telephony Service Solutions from SYNNEX

Spend your time finding and winning new business, with the confidence that SYNNEX SERVICESolv Field Services will back you up with our nationwide team of deployment experts. Our team is ready to deliver your solutions to your valuable clients, on time and ready to use. SYNNEX Deployment Services delivers a consistent, focused approach to your technology deployments.

We offer managed, professional, and field services to support all phases of the IT lifecycle, allowing our partners to easily build or grow their existing services revenue, with minimal investment, through a non-competitive, vendor-agnostic approach.



SYNNEX Telephony Service Solutions include:

- Professional Site Survey Reporting
- Site Assessment and Design Services
- Dedicated Project Management
- Cutting-Edge, Custom Project Portal for Large-Scale Deployments
- Nationwide Installation, Configuration, and Troubleshooting
- Asset Tagging
- Consultation and Training
- Remote Monitoring and Help Desk Support
- Cable Pulling
- Easy, Flat-Rate Service-as-a-SKU Program

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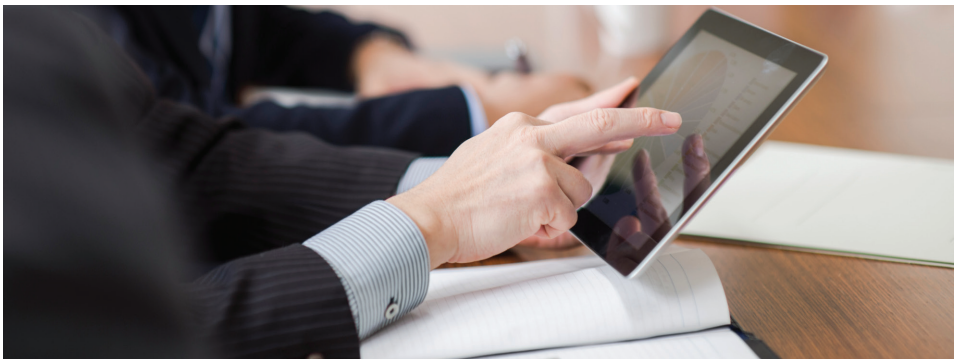
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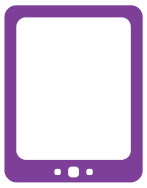
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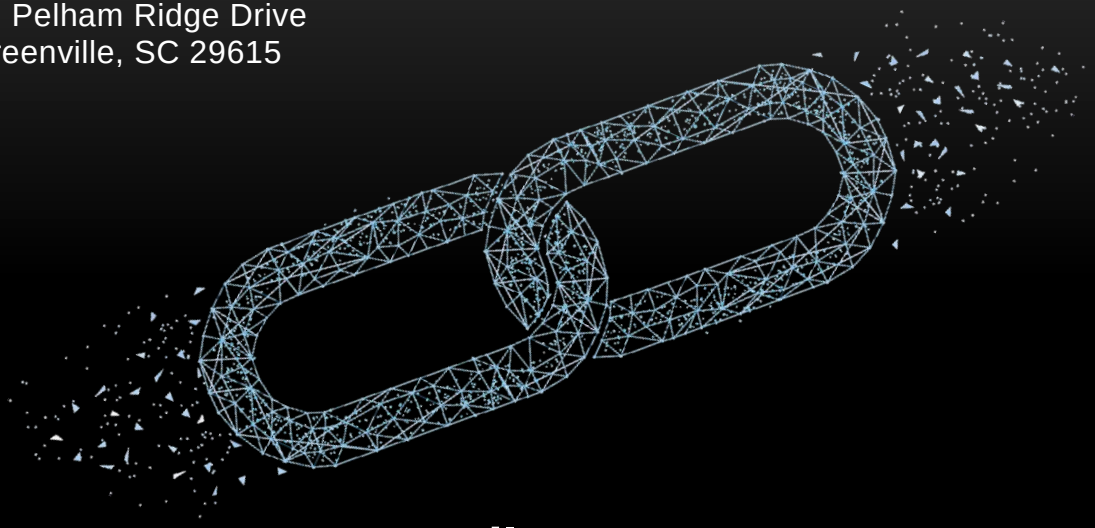
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SYNNEX CORPORATION

2019

Supply Chain Risk Management Plan

SYNNEX Corporation
39 Pelham Ridge Drive
Greenville, SC 29615



April 28, 2019

Version 1.0

Custodian
Tim Rush.
SVP Operations

This document establishes SYNNEX Corporation Supply Chain Risk Management (SCRM) Plan in accordance with The National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 Revision 4, Security and Privacy Controls for Federal Information Systems and Organizations, NIST SP 800-171, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations, NIST SP 800-161, Supply Chain Risk Management Practices for Federal Information Systems and Organizations, NISTIR 7622, Notional Supply Chain Risk Management Practices for Federal Information Systems, relevant SCRM related International Organization for Standardization (ISO) certifications (e.g. ISO 20243:2018, ISO 27K series, ISO 28K series), CNSSI 1253, and SYNNEX Plans, Policies and Procedures.

Document Creation

Document Number	Status	Publication Date	SCRMP-Number
SC-042819-001	Original	April 28, 2019	SC-04-28-2019-A1

Document Change History

This table contains changes that have been incorporated into the SYNNEX Corporation Supply Chain Risk Management Plan. Document updates can include updates, corrections, clarifications, or other minor changes in the policy that are either editorial or substantive in nature.

Date	Type	Version	Revision	Changes
04-28-2019	Initial	1.0	N/A	N/A

My signature indicates that I have reviewed and approve the SYNNEX Corporation Supply Chain Risk Management Plan. To the best of my knowledge, the supply chain risk management plan accurately describes SYNNEX supply chain management operations and posture.

Signature:  Date: 5/1/19

Tim Rush
SVP Operations
Phone Number: 1+ (864) 349-4091
Email: timr@synnex.com

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Appendix A NIST Based Supply Chain Control Areas of Responsibility (See Supporting Documentation, page 1, **includes required TABLE 3**)

Appendix B NIST SP 800-53: SYNNEX Moderate – Impact Baseline (See Supporting Documentation, page 5)

Appendix C ISO/IEC 20243-1:2018 (See Supporting Documentation, page 13)

Appendix D References Documents and Links (See Supporting Documentation, page 19)

Appendix E Organization Charts (See Supporting Documentation, page 21)

Appendix F Acronyms (See Supporting Documentation, page 24)

Abstract

This Supply Chain Risk Management Plan sets forth guidelines and processes that are to be followed to ensure measurable and satisfactory performance against contractual obligations. This document describes the functions and activities necessary for, SYNNEX Corporation as the Prime Contractor, to manage Subcontractor tasks.

Additionally, it defines and documents the supply chain risk management of subcontractor and vendor efforts, ensuring security, performance and on time delivery at the best cost value to the government.

Disclosure This document establishes SYNNEX Corporation Supply Chain Risk Management (SCRM) Plan in accordance with The National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 Revision 4, Security and Privacy Controls for Federal Information Systems and Organizations, NIST.SP.800-53Ar4, NIST SP 800-171, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations NIST.SP.800-171r1, NIST SP 800-161, Supply Chain Risk Management Practices for Federal Information Systems and Organizations, NIST.SP.800-161, NISTIR 7622, Notional Supply Chain Risk Management Practices for Federal Information Systems, NIST.IR.7622, relevant SCRM related International Organization for Standardization (ISO) certifications (e.g. ISO 20243:2018, ISO 27K series, ISO 28K series), CNSSI 1253, and SYNNEX Plans, Policies and Procedures.

SYNNEX CORPORATION SCRM PLAN					
Standard No.	Standard Title	Addressed in SCRM Plan Submission			
		OEM (Yes | No)	Distributer (Yes | No)	Reseller (Yes | No)	SCRM Submission (Page Ref.)
AT-1	Security Awareness and Training Policies and Procedures	N/A	Yes SYNNEX only uses approved OEM partners	N/A	Page 11
CM-1	Configuration Management Policy and Procedures	N/A	Yes SYNNEX only uses approved OEM partners	N/A	Page 12
CM-3	Configuration Management | Change Control	N/A	Yes SYNNEX only uses approved OEM partners	N/A	Page 13
CM-5	Configuration Management | Access Restriction	N/A	Yes SYNNEX only uses approved OEM partners	N/A	Page 14
CM-8	Configuration Management | Component Inventory	N/A	Yes SYNNEX only uses approved OEM partners	N/A	Page 15
IR-4(10)	Incident Handling | Supply Chain	N/A	Yes SYNNEX only	N/A	Page 16

	Coordination		uses approved OEM partners		
IR-6 (3)	Supply Chain Protection | Incident Reporting | Coordination with Supply Chain	N/A	Yes SYNNEX only uses approved OEM partners	N/A	Page 17
PE-3	Physical Access Control	N/A	Yes SYNNEX only uses approved OEM partners	N/A	Page 18
PE-20	Asset Monitoring and Tracking	N/A	Yes SYNNEX only uses approved OEM partners	N/A	Page 19
PV-2	Tracking Provenance and Developing a Baseline	N/A	Yes SYNNEX only uses approved OEM partners	N/A	Page 19
RA-3	Risk Assessment	N/A	Yes SYNNEX only uses approved OEM partners	N/A	Page 20
SA-4	Acquisition Process | Requirements	N/A	Yes SYNNEX only uses approved OEM partners	N/A	Page 21
SA-8	Security Engineering Principles	N/A	Yes SYNNEX only uses approved	N/A	Page 22

			OEM partners		
SA-11	Developer Security Training and Evaluation	N/A	Yes SYNNEX only uses approved OEM partners	N/A	Page 23
SA-12	Supply Chain Protection (SCP)	N/A	Yes SYNNEX only uses approved OEM partners	N/A	Page 24
SA-15	Development Process, Standards, and Tools	N/A	Yes SYNNEX only uses approved OEM partners	N/A	Page 25
SA-18	Tamper Resistance and Detection	N/A	Yes SYNNEX only uses approved OEM partners	N/A	Page 25
SA-19	Component Authenticity	N/A	Yes SYNNEX only uses approved OEM partners	N/A	Page 26
SI-2	Flaw Remediation	N/A	Yes SYNNEX only uses approved OEM partners	N/A	Page 27
SI-4	Information System Monitoring	N/A	Yes SYNNEX only uses approved OEM partners	N/A	Page 28

SI-7	Software, Firmware, and Information Integrity	N/A	Yes SYNNEX only uses approved OEM partners	N/A	Page 28

Acronyms

Common Abbreviations	
APT	Advanced Persistent Threat
BCP	Business Continuity Plan
BIA	Business Intelligence Analytics
CFR	Code of Federal Regulations
CIO	Chief Information Officer
CISO	Chief Information Security Officer
CMVP	Cryptographic Module Validation Program
CPO	Chief Privacy Officer
DLP	Data Loss Prevention
DNS	Domain Name System
DRP	Disaster Recovery Plan
EDM	Enterprise Data Management
FAR	Federal Acquisition Regulation
FIPS	Federal Information Processing Standards
FISMA	Federal Information Security Management Act
GDPR	General Data Protection Regulations
ICT	Information and Communications Technology
IEEE	Institute of Electrical and Electronics Engineers
ITL	Information Technology Laboratory
IPS	Internet Protocol Security
IRP	Incident Response Plan
ISMS	Information Security Management Systems
ISO/IEC	International Organization for Standardization/International Electrotechnical Commission
KPI	Key Performance Indicator
LSI	Large-Scale Integration
NIST	National Institute of Standards and Technology
OEM	Original Equipment Manufacture
OMB	Office of Management and Budget
OTTPS	Open Trusted Technology Provider Standard
POAM	Public Key Infrastructure Plan of Action and Milestones

PII	Personally, identifiable information
RMF	Risk Management Framework
SCRM	Supply Chain Risk Management
SCRMP	Supply Chain Risk Management Plan
SIEM	Security Information and Event Management
SP	Special Publication
U.S.C.	United States Code

1 Chapter I Overview

1.1 Executive Summary

SYNNEX Corporation, [Synnex Corp], a business process services company, provides Business-to-Business (B2B) services that help our customers and business partners grow and enhance their customer-engagement strategies. Headquartered in Fremont, CA, and with global operations. SYNNEX is an industry leader in Information Technology (IT) distribution and customer care outsourced services, operating in two business segments: Technology Solutions and Concentrix. SYNNEX is listed on the New York Stock Exchange (NYSE: SNX) and was ranked 169 on the 2018 Fortune 200.

Given the prevalence of cyber security attacks, breaches, privacy, and data threats today, SYNNEX manages its information systems, assets, privacy, and data with due diligence and takes the necessary steps to safeguard and protect its intellectual property, client information, and corporate assets.

SYNNEX adheres to the standards, controls, guides, information security, privacy, and data protection requirements in accordance with The National Institute of Standards and Technology (NIST) Special Publications, International Organization for Standardization (ISO), International Electrotechnical Commission (IEC) standards, and SYNNEX corporate plans, policies and procedures to protect SYNNEX from cyber-attacks, system and data vulnerabilities, and security, privacy and violations.

1.2 Mission

SYNNEX helps customers, business partners and employees achieve success through shared goals, strategies, resources and technology solutions.

With wise investments, innovation and solutions-based products, we increase shareholder and corporate value to all stakeholders.

1.3 Introduction

The objective of the SYNNEX Supply Chain Risk Management Plan is to have a simple reference document that covers pertinent information about SYNNEX Corporation's supply chain risk management plan, including its information environment, and its overall supply chain management activities, security, privacy, technology, and data posture.

The supply chain risk management plan is an integral part of a risk management process designed to provide appropriate levels of data security and privacy for SYNNEX's supply chain management and information systems. The supply chain risk management plan will help determine the acceptable level of risk and the resulting security, data, and privacy requirements for SYNNEX supply chain management environment/operations.

For the purposes of the supply chain risk management plan, SYNNEX concentrated on the following risk management focus areas:

Level of Focus	Standards & Controls	Identifier
Program	Security Program Management	PM
Management	Awareness and Training	AT
Management	Personal Security	PS
Management	Planning	PL
Management	Risk Assessment	RA
Management	System & Services Acquisition	SA
Operational	Certification, Accreditation & Security Assurance	CA
Operational	Contingency Planning	CP
Operational	Incident Response	IR
Operational	Maintenance	MA
Operational	Media Protection	MP
Operational	Physical & Environmental Protection	PE
Technical	Access Control	AC
Technical	Audit & Accountability	AU
Technical	Configuration Management	CM
Technical	Identification & Authentication	IA
Technical	System & Communication Protection	SC
Technical	System & Information Integrity	SI
Privacy	Authority & Purpose	AP
Privacy	Data Accountability, Audit & Risk Management	AR
Privacy	Data Minimization & Retention	DM
Privacy	Data Quality & Integrity	DI
Privacy	Data Security	SE
Privacy	Data Transparency	TR
Privacy	Data Use Limitation	UL
Privacy	Individual Participation & Redress	IP

Table 1 Focus Areas

SYNNEX Corporation uses NIST, ISO, SYNNEX plans, policies, procedures, and commercial best practices Supply Chain Risk Management processes, beginning with validating procurement source selection strategy and supplier qualification and ending with proper disposition of equipment and completion of services provided to the government.

SYNNEX's global network design and engineering organization delivers solutions that incorporate equipment that has been properly examined through its procurement channel either during source selection or through SYNNEX's pre-approved government and Original Equipment Manufacturer (OEM) qualified resellers.

SYNNEX's strategic procurement is focused on providing reseller partners with the resources and services they need to deliver the best solutions to their clients, all while increasing their profitability and maximizing their business. Approved (certified) suppliers have the appropriate quality control measures to prevent counterfeit items from being introduced into the supply chain, including:

- Approved / validated shipping methods
- Shipping in tamper-resistant packaging
- Control in all phases using electronic bar coding and optical character recognition which tracks movement, provides lifecycle, recurring inventory
- Secure storage (with controlled access)
- Equipment handled by authorized and certified personnel
- Replacement equipment to be purchased from approved suppliers
- SYNNEX's Supply Chain Risk Management Plan is aligned with the requirements set forth in NIST Special Publications, ISO, and Best Practices

SYNNEX brings the most relevant technology solutions to the IT and consumer electronics markets to help our partners sustainably grow their business. We distribute more than 30,000 technology products from more than 400 of the world's leading and emerging manufacturers, and provide complete solutions to more than 20,000 resellers and retail customers in the U.S., Canada, and Japan.

As part of our value-added services, SYNNEX provides a variety of professional and marketing services, including demand generation; education and training; pre- and post-sales support; end-user enablement; server assessment; design and integration; product lifecycle support; contract design and assembly; and IT resource planning. In addition, SYNNEX provides a wide range of financial options to ensure that our partners always have the means to close deals.

Our Westcon-Comstor Americas business operates in North and Latin America and focuses on security, collaboration, networking, and data center. Our expert technical knowledge and industry-leading partner programs are designed to keep our partners at the forefront of their markets to drive business and growth. Westcon-Comstor Americas goes to market under the Westcon and Comstor brands.

Our Hyve Solutions division designs, manufactures, and deploys cost-effective, energy-efficient data center servers and storage solutions worldwide to some of the largest data center users.

SYNNEX technology innovative solutions include, but not limited to Internet of Things (IoT), Cloud Computing, Digital Signage, Device-as-a-Subscription, and IT Security, placing innovative products and services in customers' hands.



1.4 Distribution Services

In our Technology Solutions segment, we purchase peripherals, IT systems, system components, software, networking equipment, consumer electronics and complementary products from our primary suppliers and sell them to our reseller and retail customers. We perform a similar function for our distribution of licensed software products. Our reseller customers include value-added resellers, or VARs, corporate resellers, government resellers, system integrators, direct marketers, and national and regional retailers.

In Technology Solutions, we also provide comprehensive IT solutions in key vertical markets such as government and health care, and we provide specialized service offerings that increase efficiencies in the areas of print management, renewals, networking, logistics services, and supply chain management. Additionally, within our Technology Solutions segment, we provide our customers with systems design and integration solutions for data center servers and storage solutions built specifically to our customers' data center environments. We distribute more than 30,000 technology products (as measured by active SKUs) from more than 300 IT, CE, and OEM suppliers to more than 20,000 resellers, system integrators, and retailers throughout the United States, Canada, Japan, Mexico, China and Latin America. We combine our core strengths in distribution with our customer-engagement services to help our customers achieve greater efficiencies in time to market, cost minimization, real-time linkages in the supply chain, and after-market product support.



2 Chapter II Methodology

2.1 Approach

SYNNEX developed the ICT Supply Chain Risk Management Plan using The National Institute of Standards and Technology, Special Publications (SP) 800-53/800-171/800-161/NISTIR 7622, (Controls), International Organization for Standardization (ISO), International Electrotechnical Commission (IEC), (Standards), SYNNEX policy, plans, procedures, and commercial best practices tactics, techniques, and procedures.

SYNNEX leverages the Department of Homeland Security (DHS), National Cybersecurity and Communications Integration Center (NCCIC), and Cyber Security Evaluation Tool (CSET) to conduct a deep dive analyst and assessment of SYNNEX's supply chain risk management posture. SYNNEX developed the SCRM Plan utilizing a moderate impact baseline to address the twenty-six (26) controls and standards which consisted of two hundred and two (202) privacy, security, and data assessment questions that align directly to the security, and privacy controls, standards in accordance with, NIST, ISO/IEC, SYNNEX plans, policies, procedures and best practices.

Assessment Process:

1. Categorized and organized selected standards and controls.
2. Determined assurance levels.
3. Answered questions.
4. Analyzed results.

The Supply Chain Risk Management Plan focused on several categories (e.g., ICT SCRM, Risk Management, Security Controls, Infrastructure, Ecosystem, Encryption, Data Privacy, Data Policy, Data Discovery, Data Handling, Data Remediation, Incident Response, Audits, Procurement, Warehouse, Transportation, Distribution, Back-End office, and Custer experience, and OEM Supply Chain Operations). Other focus areas included Data Flow, Business Processes, Vulnerability Scans, Threat Intelligence, Security Awareness Program (Training), Environmental, Waste Management, Certifications, and Plans, Policies, and Procedures review.

SYNNEX uses a three-Tiered risk management approach (Tier 1, 2 & 3 – i.e. Threats, Vulnerabilities, Scenarios, Methods, and ICT Supply Chain Constraints) for identifying and remediating security risk and impact to the organization, and incorporates processes improvement – as required. Threats include: Threat Agent, Counterfeiters, Insider Threat, Foreign Intelligence, Malicious Code Insertion, Tampering with Supplies, Industrial Espionage, and Intellectual Capital / Property Loss.

3 Chapter III Supply Chain Risk Management (SCRM) Plan

3.1 Risk Management Model

SYNNEX adheres to NIST Special Publications Risk Management Framework and Security Objectives-Related security controls that support confidentiality, integrity, and availability security objectives.

Organizational Inputs

- Laws, Directives, Policy, Plans, Procedures, Guideline
- Strategic Goals, Objectives and Mandates
- Information Security Framework and Requirements
- Priorities, Resources Availability, Funding, Timeline and Milestones
- Categorize Information Systems (FIPS 199 & NIST SP 800-60)
- Select Security Controls (FIPS 200 & NIST SP 800-53)
- Implement Security Controls (NIST SP 800-160)
- Assess Security Controls (NIST SP 800-53A)
- Authorize Information Systems (NIST SP 800-37)
- Monitor Security Controls (NIST 800-137)

Architecture Description

- Mission/Business Processes
- FEA Reference Models
- Segment and Solution Architectures
- Information System Boundaries

Information Security Control Objectives

- **Program**
  - The focus is on information security program-level security topics
  - This focus is on the overall framework for the program to govern management, operational, technical and privacy controls

- **Management**
  - The focus is on techniques and concerns that are normally addressed by management in SYNNEX's information security program
  - These focus on the management of the information security program and the management of risk within SYNNEX

- **Operational**
  - The focus on techniques and concerns that are generally implemented and executed by people, as opposed to systems, that are put in place to improve the security of a particular system or group of systems

  - These often require technical or specialized expertise; often relying upon management activities as well as technical controls

- **Technical**
  - The focus on processes and technologies that computer system control or execute
  - These are dependent upon the proper functioning of the system for their effectiveness and therefore require significant operational considerations

- **Privacy**
  - The focus is on controls that impact Personally Identifiable Information (PII)
  - These are dependent upon the proper functioning of the other classes of controls for their effectiveness and therefore require significant operational considerations

3.2 Organizational Chart

The organizational charts below illustrate three dimensions of the company – 1. Strategy, 2. Operations, and 3. Technology. See Appendix D.

Corporate Team (CEO Direct Reports)

The Chief Executive Officer (CEO) is responsible for establishing the direction, strategy and growth of the company.

Corporate Team (CFO Direct Reports)

The Chief Financial Officer (CFO) is responsible for the financial stability of the company; supporting the CEO's vision; leading the legal department, compliance team, human resources, and internal audit team; and supporting the technology team.

Technology Team (President, WTSD Direct Reports)

The Worldwide Technology Solutions Distribution President leads the technology team and business operations as it relates to solutions delivery, distribution, engineering, security, and technology.

3.3 Certificates

- SYNNEX Corporation Certificate of Registration

Synnex Corporation, 5559 Automall Parkway, Fremont, CA, 94538, USA
ISO 9001:2015, Certification Number: 87147/A/0003/UK/En
Warehouse, Storage, Pick-Pack-Ship RMA, Date 11/10/2018, Expires 11/9/2021

- SYNNEX Corporation Certificate of Registration
  Synnex Corporation,44201 Noble Drive, Fremont, CA, 94538, USA
  ISO 9001:2015, Certification Number: 87147/B/0001/UK/En
  The Provision of OEM and Hyve Contract Assembly Services Which Include Assembly, Subassembly, Test, Pack, Pack and Ship Operations for Data Storage and Data Services, Date 11/10/2018, Expires 11/9/2021

- SYNNEX Corporation Certificate of Registration
  Synnex Corporation,10381 Stateline Road, Olive Branch, MS, 38654, USA
  ISO 9001:2015, Certification Number: 87147/A/0002/UK/En
  Contract Assembly and Shipment of Services, Personal Computers, Peripherals and Related Components, Date 10/10/2018, Expires 11/9/2021

- SYNNEX Corporation Certificate of Registration
  Synnex Corporation, 455 Research Drive, Southaven, MS, 38672, USA
  ISO 9001:2015, Certification Number: 87147/A/0004/UK/En
  The Provision of OEM and Hyve Contract Assembly Services Which Include Assembly, Subassembly, Test, Pack, Pack and Ship Operations for Data Storage and Data Services, Date 10/10/2018, Expires 11/9/2021

- SYNNEX Corporation Certificate of Registration
  Synnex Corporation, 44201 Noble Drive, Fremont, CA, 94538, USA
  ISO 14001:2015, Certification Number: 87147/A/0001/UK/En
  Integration of Computers and Related Equipment and Distribution, Date 3/24/2018, Expires 323/2021

3.4 Audits

Fremont, CA	
ISO Quality Last Audit	10/10/18
ISO Quality Next Audit	Tentative 10/1/2019
ISO Environment Last Audit	03/04/2018
ISO Environment Next Audit	04/24/2019

Olive Branch, MS	
ISO Quality Last Audit	10/24/2018
ISO Quality Next Audit	Tentative 10/1/2019

Southaven, MS	
ISO Quality Last Audit	10/24/2018
ISO Quality Next Audit	Tentative 10/1/2019

3.5 Policies

- SYNNEX Environmental Policy (hosted on website)

  SYNNEX recognizes and accepts its responsibility to be a good steward of the environment and to help achieve a state of sustainable development. In support of these responsibilities, SYNNEX has established the following commitments:
  - Compliance with all applicable state, federal, and local legal requirements with a goal of going beyond compliance wherever practical and possible.
  - Prevention of pollution in all its forms.
  - Conservation of natural resources, including energy, through source reduction, reuse, and recycling wherever practical.
  - Continual environmental performance improvement through the involvement of all SYNNEX employees, subcontractors, suppliers, and partnership with the local community.
  - Integrate environmental considerations into our business activities.
  - Ensure that our employees have the awareness, skills, and knowledge to carry out this policy and encourage respect for the environment.

- SYNNEX Corporation Quality Management System, ISO 9001:2015 Standard ANSI/ISO/ASQ 9001-2015, hosted on SYNNEX Intranet
- SYNNEX Corporation Supply Chain Risk Management (GE-2-039), hosted on SYNNEX Intranet
- SYNNEX Corporation Summary of Security Documents (NO: IT-1-005), hosted on SYNNEX Intranet
- SYNNEX Corporation Network Security Policy, Corporate, hosted on SYNNEX Intranet
- SYNNEX Corporation Acceptable Use Policy, Corporate, hosted on SYNNEX Intranet
- SYNNEX Corporation Password Policy, Corporate, hosted on SYNNEX Intranet
- SYNNEX Corporation Remote Access Policy, Corporate, hosted on SYNNEX Intranet
- SYNNEX Corporation Network Change Policy, Corporate, hosted on SYNNEX

Intranet

- SYNNEX Corporation Firewall and Internet Policy, Corporate, hosted on SYNNEX Intranet
- SYNNEX Corporation Incident Response Plan, Corporate, hosted on SYNNEX Intranet
- SYNNEX Corporation Cyber Security Policy, Corporate, hosted on SYNNEX Intranet
- SYNNEX Corporation Security Awareness Training Policy, Corporate, hosted on SYNNEX Intranet
- SYNNEX Corporation Change Request Form, Corporate, hosted on SYNNEX Intranet only
- SYNNEX Corporation Data Centers, Corporate, hosted on SYNNEX Intranet
- SYNNEX Corporation Guide to Identify Phishing or Fraudulent Emails, Corporate, hosted on SYNNEX Intranet
- SYNNEX Corporation Business Continuity Plan, Corporate, hosted on SYNNEX Intranet

3.6 NIST Based Supply Chain Control Areas of Responsibility

Please refer to Appendix A, NIST Based Supply Chain areas of responsibility.

3.7 AT-1 Security Awareness and Training Policies and Procedures

AT-1	Security Awareness and Training Policies and Procedures (ICT SCRM Awareness & Training)	
Assurance	Yes	Reference(s): Tier 1 & 2
Security Assessment Level	Moderate	• National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, 800-161, FIPS 200 • ISO/IEC 20243-1:2018, Information Technology, Open Trusted Technology Provider Standard (O-TTPS), Mitigating maliciously tainted and counterfeit products, Assessment procedures for the O-TTPS and ISO/IEC • Department of Homeland Security (DHS) Cyber Security Evaluation Tool (CSET)
Related Controls: AT-1, AT-2, AT-3, AT-4, AT-5, PL-4, PS-7, SA-3, SA-12, SA-16, PM-14, CA-2, CA-7, CP-4 & IR-3		
Summary of Security Control Implementation		
SYNNEX Corporation has an effective enterprise-wide Security Awareness and ICT Supply Chain Risk Management training program that takes a holistic approach and considers policy, technology, and supply chain operations to train SYNNEX's global workforce which include Corporate Headquarters, United States, Canada, Japan Distribution, Data Center, Consumer Electronics & Gaming, and Westcon-Comstor Americas. Training is done according to roles, position, title, and responsibilities of individuals, as well as the specific supply chain risk management and security requirements of the organization and the information systems to which personnel have authorized access. Training is focused on making the workforce aware of ICT SCRM concerns and successful strategy. Training is conducted at all levels. Training is focused on supply chain operations, risk, execution functions, supply chain management (logistics) operations, contracting, procurement, acquisition, warehousing, distribution, shipping, program management, quality assurance, information technology, administrative operations, and elements of supply chain life cycle management. Training is conducted in multiple languages to accommodate the employee's preference. Training is provided to management, contractors, logistics professionals, contract professionals, sales team, legal, program managers, quality assurance professionals, system owners, shipping and receiving staff, enterprise architects, information system developers, software developers, acquisition/procurement officials, information system managers, system/network administrators, personnel conducting supply chain risk management operations, configuration management, auditing activities, personnel performing independent verification and validation activities, security control assessors, and other personnel having access to system-level software. Adequate security-related technical training is specifically tailored for assigned duties. Security awareness, ICT SCRM training, and role-based security training applies to contractors and consultants providing services to federal agencies. SYNNEX has a mature and comprehensive security awareness and ICT SCRM training program, with policies and procedures designed with technical measurement, metrics, and enforcement when possible, reinforced by training to fill gaps. Technical and administrative controls can be implemented to bound and		

minimize the opportunity for people to make mistakes; training is focused on things that cannot be managed technically. In some cases, practical exercises are include in the security awareness and ICT SCRM training program, which include tabletop exercises; cyber-attacks; breaches; no-notice social engineering attempts to collect information, gain unauthorized access, or simulate the adverse impact of opening malicious email attachments or invoking, via spear phishing attacks, malicious web links, and supply chain adverse consequences. Training is essential to SYNNEX and helps in the reduction of security (physical and cyber-attacks) and supply chain misfortunes. Employees are given security awareness and ICT SCRM training as a part of their onboarding and/or annual training as required. SYNNEX documents the training process and managers review training on a quarterly, annual, and/or as-needs-dictate basis. Upon completion of ICT SCRM and Security Awareness Training, feedback is provided and a lessons-learned document is generated for review and process improvement. Security Awareness and ICT Supply Chain Risk Training is also conducted at OEM facilities and locations by OEM security personnel.

3.8 CM-1 Configuration Management Policy and Procedures

CM-1	Configuration Management Policy and Procedures	
Assurance	Yes	Reference(s): Tier 1, 2 & 3
Security Assessment Level	Moderate	• National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, 800-12, 800-100, 800-128, 800-161 • ISO/IEC 20243-1:2018, Information Technology, Open Trusted Technology Provider Standard (O-TTPS), Mitigating maliciously tainted and counterfeit products, Assessment procedures for the O-TTPS and ISO/IEC • Department of Homeland Security (DHS) Cyber Security Evaluation Tool (CSET)
Related Controls: CM-1, CA-7, CM-2, CM-4, CM-5, CM-6, CM-9, SA-10, SI2, & SI-12		
Summary of Security Control Implementation		
SYNNEX's ICT SCRM configuration management plans meet the requirements in configuration management policies while being tailored to individual information systems and supply chain management operations. Our plans define detailed processes and procedures for tracking systems, components, devices, shipments, and configuration management operations to support system development life cycle activities at the information systems and supply chain management level. Our configuration management plan assists us with our tracking systems, components, and document management throughout the ICT supply chain infrastructure and life cycle management process. It helps us know exactly where assets are in the supply chain, and who owns the systems. Use of configuration management controls by system integrators, suppliers, external service providers, and brokers has proven to be extremely valuable. SYNNEX's configuration management plans are developed during the development/acquisition phase of the system development and supply chain life cycle. Our configuration management plans help in a threefold manner: (1) they have a huge		

impact on all facets of the supply chain (logistics) operations, information technology and security; (2) our configuration management policy and procedures help us address the entire supply chain management life cycle process, which includes full SDLC; (3) our procedures factor in removing components to and from the SYNNEX information system boundary, and consider configuration items, data retention, date in motion, data at rest, and data in transit for configuration items and corresponding metadata and tracking of the configuration item and its metadata. We also interface with our service providers, as applicable in enhance our configuration management process.
Our plan describes SYNNEX's change management processes, how to update configuration settings and baselines, how to maintain information system component inventories, how to control development, test, and operational environments, and how to develop, release, and update key documents. Configuration Management Plans are developed, documented, and disseminated to specific individuals identified in the company. Policies are detailed in nature, and clearly define purpose, scope, audience, goals, objectives, roles, responsibilities, management commitment, coordination among organizational entities, compliance, governance, supply chain management operations and security. Procedures, and Playbooks are developed to facilitate the implementation of the configuration management policy and associated configuration management controls. Weekly, Monthly, Quarterly, Semi-Annual, and Annual reviews and updates are conduct on a scheduled cadence and/or as needs dictate. Policy and Procedures are developing using applicable federal laws, Executive Orders, directives, regulations, policies, standards, guidance, and SYNNEX requirements/mandates. OEM security controls are implemented into our ICT supply chain management operations and protocols.

3.9 CM-3 Configuration Management | Change Control

CM-3	Configuration Management | Change Control	
Assurance	Yes	Reference(s): Tier 2 & 3
Security Assessment Level	Moderate	• National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, 800-12 & 800-161 • ISO/IEC 20243-1:2018, Information Technology, Open Trusted Technology Provider Standard (O-TTPS), Mitigating maliciously tainted and counterfeit products, Assessment procedures for the O-TTPS and ISO/IEC • Department of Homeland Security (DHS) Cyber Security Evaluation Tool (CSET)
Related Controls: CM-3, CA-7, CM-2, CM-4, CM-5, CM-6, CM-9, SA-10, SI2, & SI-12		
Summary of Security Control Implementation		
SYNNEX's Configuration Change Control Review Board determines the types of changes to the information system and ICT SCRM that are configuration-controlled. The Change Review Board is responsible for the reviewing process as it relates to configuration-controlled changes to the ICT SCRM, and information system and approves and/or disapproves such changes with explicit consideration for security and		

system impact analyses. Audit and review activities associated with configuration-controlled changes to the ICT SCRM and information systems are coordinated. The Configuration Change Review Board provides oversight to determine organization-defined configuration changes. SYNNEX implements ICT supply chain management infrastructure and secure system configuration reviews, updates, testing, system patches, and vulnerabilities scans based on industry recognized best practices, and adheres to access control, identify and authorization, and configuration management policy and procedures as a part of ICST SCRM and new system installations and upgrades. This controls support and enhance the trackability of ICT SCRM to collect and manage change control data. SYNNEX adheres to industry commercial best practices standards for ICT SCRM, hardware, software and new installation standards. SYNNEX reviews ICT SCRM and architectural topology and configuration drawings, and updates baselines as required. SYNNEX's configuration change control includes ICT SCRM changes to baseline configurations for components and configuration items of information systems, changes to configuration settings for information technology products (e.g., operating systems, applications, firewalls, routers, and mobile devices), unscheduled/unauthorized changes, and changes to remediate vulnerabilities. SYNNEX's processes for managing configuration changes to information systems include Configuration Control Boards (CCB) that approve proposed changes to systems. For new development information systems or systems undergoing major upgrades, organizations consider including representatives from development organizations on the Configuration Control Boards. Auditing of changes includes activities before and after changes are made to organizational information systems, as well as the auditing activities required to implement such changes. The Configuration Change Control Review Board is the only body who can approve or disapprove ICT SCRM and IT changes, modification, upgrades, test, or degradation to the system. The process is documented and achieved for historical use and artifacts. SYNNEX Management and the Configuration Change Control Review Board review all OEM changes and/or modifications as it relates to ICT SCRM operational and protocol.

3.10 CM-5 Configuration Management | Access Restriction

CM-5	Configuration Management | Access Restriction	
Assurance	Yes	Reference(s): Tier 2 & 3
Security Assessment Level	Moderate	• National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, 800-128 & 800-161 • ISO/IEC 20243-1:2018, Information Technology, Open Trusted Technology Provider Standard (O-TTPS), Mitigating maliciously tainted and counterfeit products, Assessment procedures for the O-TTPS and ISO/IEC • Department of Homeland Security (DHS) Cyber Security Evaluation Tool (CSET)
Related Controls: CM-3, AC-3, AC-6, PE-3, AU-2, AU-12, AU-6, CM-3, CM-6, AU-7, CM-5, PE-6, PE-8, CM-7, SC-13 & SI-7		

Summary of Security Control Implementation
SYNNEX defines, documents, approves, and enforces physical and logistical access restrictions associated with ICT SCRM changes to the information system and change management policy and procedures. Changes to ICS SCRM hardware, software, and/or firmware components of information systems can potentially have significant effects on the overall security of the systems. Therefore, SYNNEX permits only qualified and authorized individuals to access information systems for purposes of initiating changes, including upgrades and modifications. SYNNEX maintains access records to ensure that configuration change control is implemented and to support after-the-fact actions should organizations discover any unauthorized changes. Access restrictions for change also include software libraries, physical and logical access controls (data centers environment, security appropriations, rings of security, virtual servers, etc.), workflow automation, media libraries, abstract layers (e.g., changes implemented into third-party interfaces rather than directly into information systems), and change windows (e.g., changes that occur only during specified times, making unauthorized changes easy to discover). Access restrictions are automatically enforced, and Information Systems enforces access restrictions and supports auditing of the enforcement actions. SYNNEX prevents the installation of organization-defined software and firmware components without verification that the component has been digitally signed using a certificate that is recognized and approved by the organization. Software and firmware components are prevented from installation unless signed with recognized and approved certificates include software and firmware version updates, patches, service packs, device drivers, and basic input output system (BIOS) updates. SYNNEX identifies applicable software and firmware components by type, by specific items, or a combination of both. SYNNEX uses digital signatures, tokens, and certifications to verify signatures for authentication. SYNNEX employs dual authorization to ensure that changes to selected information system components and information cannot occur unless two qualified individuals approve such changes. SYNNEX exercises ICS SCRM limiting privileges to change information system components with respect to operational systems. SYNNEX uses Archer and other monitoring, tracking, and reporting systems, applications, and tools for support configuration Access Restrictions for Change activities. SYNNEX's Configuration Change Control Review Board reviews all OEM changes and/or modifications as it relates to ICT SCRM operational and protocol.

3.11 CM-8 Configuration Management | Component Inventory

CM-8	Configuration Management | Component Inventory	
Assurance	Yes	Reference(s): Tier 2 & 3
Security Assessment Level	Moderate	• National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, 800-128 & 800161 • ISO/IEC 20243-1:2018, Information Technology, Open Trusted Technology Provider Standard (O-TTPS), Mitigating maliciously tainted and counterfeit products, Assessment procedures for the O-TTPS and ISO/IEC

		• Department of Homeland Security (DHS) Cyber Security Evaluation Tool (CSET)
Related Controls: CM-8, CM-2, CM-6, PM-5, SI-7, AC-17, AC-18, AC-19, CA-7, SI-3, SI-4, SI-7, & RA-5		
Summary of Security Control Implementation		
SYNNEX implements a ICT SCRM global centralized information system component inventories database that includes components from all organizational information systems and outlier systems. The inventory includes mission critical component assets within the information system and ICT supply chain infrastructure, and system-specific information component, information system association, and information system owner(s). Information deemed necessary for effective accountability of information system components includes hardware inventory specifications; software license information; software version numbers; component owners; and for networked components, devices, machine names and network addresses. Inventory specifications include manufacturer, device type, model, serial number, and physical location. Information is documented and used as required for ICS SCRM accountability, refresh operations, investigations and IT/Security operations. SYNNEX maintains an up-to-date, complete, and accurate inventory as deemed reasonable. Inventory of baseline is also captured. SYNNEX also employs automated mechanisms to detect the presence of unauthorized hardware, software, and firmware components within the information system environment, and takes appropriate action when an unauthorized component is detected. Other features include enhanced monitoring for unauthorized remote connections and mobile devices. Monitoring for unauthorized system components is accomplished by periodic scanning of systems. Automated mechanisms are implemented within information systems and in other separate devices. SYNNEX places ICS SCRM unauthorized information system components in separate domains and subnets, or otherwise quarantines such components. Dedicated individuals are responsible for information system component inventory operations. ICS SCRM Operations include inventory system components updates as an integral part of component installations, removals, and information system updates. SYNNEX has a rigorous component inventory which include OEM partners. SYNNEX's Configuration Change Control Review Board reviews all OEM component inventory changes and/or modifications as it relates to ICT SCRM operations. If contracts need to be adjusted to meet new SYNNEX requirements, the legal and contracting functions get involved.		

3.12 IR-4 (10) Incident Handling | Supply Chain Coordination

IR-4 (10)	Incident Handling | Supply Chain Coordination	
Assurance	Yes	Reference(s): Tier 1,2 & 3
Security Assessment Level	Moderate	• National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, 800-61 & 800-161 • ISO/IEC 20243-1:2018, Information Technology, Open Trusted Technology Provider Standard (O-TTPS), Mitigating maliciously tainted and counterfeit products,

		Assessment procedures for the O-TTPS and ISO/IEC • Department of Homeland Security (DHS) Cyber Security Evaluation Tool (CSET)
Related Controls: IR-4(10), AU-6, CM-6, CP-2, CP-4, IR-2, IR-3, IR-8, PE-6, SC-5, SC-7, SI-3, SI-4, & SI-7		
Summary of Security Control Implementation		
SYNNEX has a mature ICT SCRM incident response plan that includes the core incident response handling capabilities (e.g., preparation, detection, analysis, containment, eradication, and recovery). ICT SCRM activities embedded in the plan include roles for system/product developers, integrators, manufacturers, packagers, assemblers, distributors, vendors, end-users, and OEM partners. SYNNEX is prepared to support and coordinate incident handling activities involving supply chain events with other organizations (e.g., OEM vendors, customers, local, state and government activities) involved in SYNNEX's global supply chain operations with their incident response team(s) and legal department. SYNNEX is prepared to react to supply chain incidents involving security compromises, breaches involving information system components, information technology products, development processes or personnel, and distribution processes or warehousing facilities. SYNNEX conducts security awareness training and tabletop exercises to help mitigate security events/incidences. SYNNEX adheres to NIST SP 800-61 and 800-53 for incident response handling.		

3.13 IR-6 (3) Incident Reporting | Coordination with Supply Chain

IR-6 (3)	Incident Reporting | Coordination with Supply Chain	
Assurance	Yes	Reference(s): Tier 3
Security Assessment Level	Moderate	• National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, 800-161 & 800-61 • ISO/IEC 20243-1:2018, Information Technology, Open Trusted Technology Provider Standard (O-TTPS), Mitigating maliciously tainted and counterfeit products, Assessment procedures for the O-TTPS and ISO/IEC • Department of Homeland Security (DHS) Cyber Security Evaluation Tool (CSET)
Related Controls: IR-6(3), AU-6, CM-6, CP-2, CP-4, IR-2, IR-3, IR-8, PE-6, SC-5, SC-7, SI-3, SI-4, SI-7 IR-4, IR-5, & IR-8,		
Summary of Security Control Implementation		
When a SYNNEX employee is onboarded, they are given security awareness training. Training helps employees to understand the threat landscape, bad actors, how to identify malicious attacks, vulnerabilities, and how to report incidents. Additional training is given to employees with technical responsibilities on how to respond and report incidents at the technical level. SYNNEX's Incident Response Team is given in-depth training in incident response activities, including how to deal with investigations, analysis, and reporting of incidents at the local, state, federal, government, and US-CERT levels. SYNNEX employees are trained to communicate security incident		

information to systems integrators, (OEM) suppliers, and external service providers, and open two-way communications to protect company information. In addition, SYNNEX employees are trained to ensure that information is reviewed and approved for sending based on its agreements with the suppliers. Employees know that incident reporting data is adequately protected for transmission and received by approved individuals only. The IR Team is trained on preparation, detection, analysis, containment, eradication, recovery, and how to work with legal and other outside agencies and activities. The IR Team understands the IR plans, policies, procedures, guidelines, federal regulations and incident handling operations.

3.14 PE-3 Physical Access Control

PE-3	Physical Access Control	
Assurance	Yes	Reference(s): Tier 2 & 3
Security Assessment Level	Moderate	• National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, 800-73, 800-76, 800-78, 800-116; ICD 704, 705; DoD Instruction 5200.39; Personal Identity Verification (PIV) in Enterprise Physical Access Control System (E-PACS) & 800-161 • ISO/IEC 20243-1:2018, Information Technology, Open Trusted Technology Provider Standard (O-TTPS), Mitigating maliciously tainted and counterfeit products, Assessment procedures for the O-TTPS and ISO/IEC • Department of Homeland Security (DHS) Cyber Security Evaluation Tool (CSET)
Related Controls: PE-3, AU-2, AU-6, MP-2, MP-4, PE-2, PE-4, PE-5, PS-3, & RA-3		
Summary of Security Control Implementation		
SYNNEX has a comprehensive Physical Secure plan as a part of the Business Continuity Plan (BCP). The plan applies to SYNNEX ICT supply chain employees, contractors, consultants, and visitors. A validation process is in place based on SYNNEX defined requirements and policy prior to granting access to the ICT supply chain infrastructure, IT environment, and other relevant elements. Guards are in place in strategic locations to safeguard and protect SYNNEX employees and visitors. Physical access devices are deployed, such as keys, locks, combinations, cameras, motion detectors, card readers, and other physical security devices. Physical access control systems comply with applicable federal laws, Executive Orders, directives, policies, regulations, standards, and guidance. SYNNEX subscribes to the Federal Identity, Credential, and Access Management Program, which provides implementation guidance for identity, credentials, and access management capabilities for physical access control systems. SYNNEX also has audit logs employed and accessed as required. There are card readers and guards at restricted access points, which include facility access points, interior access points to information systems and/or components requiring supplemental access controls, or both. SYNNEX has determined the extent, frequency, and/or randomness of security checks to adequately mitigate risk associated with exfiltration.		

SYNNEX has implemented tamper detection/prevention at selected hardware components and anti-tamper technologies (e.g., tamper-detection seals and anti-tamper coatings) to detect hardware alterations through counterfeiting and other supply chain-related risks. SYNNEX is taking extraordinary measures to protect and safeguard SYNNEX employees, equipment, assets, and intellectual property. The SVP IT and/or his/her designated representative can grant access to privilege users to support ICS SCRM information systems and infrastructure. Processes are in place to efficiently revoke unwanted users, system integrators, external service providers, and suppliers needing access to physical facilities and information systems. OEM partners are integrated into the Business Continuity Plan as applicable.

3.15 PE-20 Asset Monitoring and Tracking

PE-20	Asset Monitoring and Tracking	
Assurance	Yes	Reference(s): Tier 2 & 3
Security Assessment Level	Moderate	• National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, 800-73 & 800-161 • ISO/IEC 20243-1:2018, Information Technology, Open Trusted Technology Provider Standard (O-TTPS), Mitigating maliciously tainted and counterfeit products, Assessment procedures for the O-TTPS and ISO/IEC • Department of Homeland Security (DHS) Cyber Security Evaluation Tool (CSET)
Related Controls: PE-20 & CM-8		
Summary of Security Control Implementation		
SYNNEX utilizes asset locations monitoring and tracking technologies (i.e., OCR, Infrared scanners, RFID, and digital signature) to ensure that critical assets such as vehicles or essential information system components remain in authorized locations. Activities are logged and monitored. Components transported between protected storage areas awaiting disposition, testing, maintenance, and/or disposal are also tracked and monitored. SYNNEX has employed CCTV cameras and monitoring devices to monitor the location and movement of defined assets. Asset location technologies are employed in accordance with applicable federal laws, Executive Orders, directives, regulations, policies, standards, and guidance. OEM partners utilize asset monitoring, anti-tampering, detection, and tracking technology to support SYNNEX ICT SCRM program and operations.		

3.16 PV-2 Tracking Provenance and Developing a Baseline

PV-2	Tracking Provenance and Developing a Baseline	
Assurance	Yes	Reference(s): Tier 2 & 3
Security Assessment Level	Moderate	• National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 & 800-161 • ISO/IEC 20243-1:2018, Information Technology, Open

		Trusted Technology Provider Standard (O-TTPS), Mitigating maliciously tainted and counterfeit products, Assessment procedures for the O-TTPS and ISO/IEC • Department of Homeland Security (DHS) Cyber Security Evaluation Tool (CSET)
Related Controls: PV-2, CM-3, CM-5, CM-6, CM-6 (1), CM-6 (2), CM-8, CM-8 (4), CM-8 (6), CM-8 (7), CM-8 (8), CM-8 (9), CM-9, CM-10 (1), CM-11, & Sa-12 (14)		
Summary of Security Control Implementation		
SYNNEX's provenance tracking and baseline apparatus helps with the tracking and monitoring of ICS SCRM components, artifacts, service providers, documents, and data collection throughout the supply chain. The SYNNEX unique identification baseline is data-driven, utilizes secure data encryption technology, and leverages cloud computing technology to monitor, document, and track assets and supplies as it traverses though the ICT supply chain pipeline. The SYNNEX baselines provided from systems and components leveraging information systems, data, and components within the ICT supply chain infrastructure. This effort enhances the tracking, documents, and disseminates to relevant supply ICT chain change management. It also provides individual tracking, monitoring, and processes to access changes to the provenance of components, applications, data, tools, and processes in global information system and ICT supply chain infrastructure. As a safety and security feature, the application ensures non-repudiation of provenance information and the provenance change records including when, what, and to whom. The provenance and baseline will be integrated into other smart technology applications and Internet of Things. SYNNEX's tracking of provenance will validate to detect unauthorized tampering and modification throughout the ICT supply chain, especially during repairs/refurbishing, by comparing the updated provenance with the original baseline provenance. SYNNEX's tracking of provenance baselines and swim lanes will be advantages in system configuration management mechanisms. SYNNEX should realize near real-time traceability and accountability. SYNNEX's tracking provenance and baseline model will be useful on several fronts as it matures. SYNNEX OEM partners utilize asset monitoring, detection, and tracking technology to support SYNNEX ICT SCRM tracking provenance program / operations.		

3.17 RA-3 Risk Assessment

RA-3	Risk Assessment	
Assurance	Yes	Reference(s): Tier 1, 2 & 3
Security Assessment Level	Moderate	• National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, 800-12, 800-30, 800-100 & 800-161 • ISO/IEC 20243-1:2018, Information Technology, Open Trusted Technology Provider Standard (O-TTPS), Mitigating maliciously tainted and counterfeit products, Assessment procedures for the O-TTPS and ISO/IEC • Department of Homeland Security (DHS) Cyber Security

		Evaluation Tool (CSET)
Related Controls: RA-3 & PM-9		
Summary of Security Control Implementation		
SYNNEX's risk assessments are mission critical to ICT SCRM operations at tiers 1,2, & 3. Risk and Impact are ranked and rated according to criticality, vulnerability, threats, security, company assets, and intellectual capital. SYNNEX's Risk Management Plan (RMP) outlines mission critical risk and impact to the ICS SCRM landscape and environment, and helps combat risk and reduce exposure and impact to the company. Data is collected and analyzed to assess risk and performance. Risk assessments are conducted at all three tiers for analysis. Tier 1 data is the primary data stream, followed by tier 2 and 3. Information is scrutinized for impact and risk to the organization. Results are documented and recommendations are made, along with a remediation plan and process improvement course-of-action plans. Risk assessments are conducted at the strategic, tactical, and operational levels, include at the OEM level, on a scheduled basis and/or when mission needs require.		

3.18 SA-4 Acquisition Process | Requirements

SA-4	Acquisition Process | Requirements	
Assurance	Yes	Reference(s): Tier 1,2 &3
Security Assessment Level	Moderate	• National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 & 800-161 • ISO/IEC 20243-1:2018, Information Technology, Open Trusted Technology Provider Standard (O-TTPS), Mitigating maliciously tainted and counterfeit products, Assessment procedures for the O-TTPS and ISO/IEC • Department of Homeland Security (DHS) Cyber Security Evaluation Tool (CSET)
Related Controls: SA-4		
Summary of Security Control Implementation		
SYNNEX's acquisition process is an integrated process that follows supply chain risk management best practices and NIST (Federal Information Systems and Organizations) guidelines. The acquisition strategy establishes a baseline and tailorable ICT supply chain security requirements to apply to system integrators, suppliers, ecosystems, and external service providers. Our acquisition approach adheres to regulatory requirements which include technical requirements; chain of custody; transparency and visibility; sharing information on information and supply chain security incidents throughout the supply chain, rules for disposal or retention of elements such as components, data, or intellectual property; and other relevant requirements. We incorporate critical elements, including ICT supply chain, to demonstrate a capability to remediate emerging vulnerabilities based on open source information and other sources, and to identify requirements for managing intellectual property ownership and responsibilities for elements such as software code, data and information, as well as manufacturing, development, integration environment, designs, and proprietary processes when		

provided to the organization for review or use. Establish a plan for migration that can support system and mission operations and ensure that system integrators, suppliers, and/or external service provider can provide insights plans for end-of-life of components. Establish a plan for acquisition of spare parts to ensure adequate supply. Work with the supplier, system integrator, or external service provider to identify and define existing and acceptable incident response and information sharing processes, including inputs on vulnerabilities from other organizations within their supply chains, and define requirements for functional properties and implementation information, as well as any development methods, techniques, or practices which may be relevant. We strive to establish and maintain verification procedures and criteria for delivered products and services and ensure that the continuous monitoring plan includes supply chain aspects in its criteria. Monitoring includes, but not limited to monitoring of functions/ports/protocols in use and monitor system integrators' and external service providers' information systems located within the supply chain infrastructure. Monitor and evaluate the acquired work processes and work products where applicable, for process improvement and remediation – as required. Report information security weaknesses and vulnerabilities detected during the use of ICT products or services to appropriate stakeholders, including OEMs where relevant. Review and confirm that the delivered product or service complies with the agreement on an ongoing basis and articulate any circumstances when secondary market components may be permitted.

3.19 SA-8 Security Engineering Principles

SA-8	Security Engineering Principles	
Assurance	Yes	Reference(s): Tier 1,2 & 3
Security Assessment Level	Moderate	• National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 & 800-161 • ISO/IEC 20243-1:2018, Information Technology, Open Trusted Technology Provider Standard (O-TTPS), Mitigating maliciously tainted and counterfeit products, Assessment procedures for the O-TTPS and ISO/IEC • Department of Homeland Security (DHS) Cyber Security Evaluation Tool (CSET)
Related Controls: SA-8, PM-7, SA-3, SA-4, SA-17, SC-2 & SC-3		
Summary of Security Control Implementation		
When SYNNEX develops new security applications, code, algorithms, and/or introduces new products and services to the environment, SYNNEX security engineers apply NIST, ISO/IEC, and best practices information system security engineering principles. These principles include system design requirements, specifications, development, implementation, testing, integration, and modification of information systems. These principles are also included in legacy applications and system enhancements to the environment. Security engineering principles are the foundation for developing secure and reliable information systems and applications. Security principles apply to system upgrades, skip packages, information system reform initiatives and modernization.		

Before new security software, firmware, applications, services or components are considered for implementation into the environment, SYNNEX security engineers conduct a feasibility study, analyze the current state of the environment, and study all facets of the environments. Security engineering principles must be able to accommodate business and technical needs and be secure. Security engineers analyze the environment by security stacks, layers, and protocols to see if new and/or legacy upgrades will support the infrastructure. When designing new security applications or introducing new software, firmware and/or components to the landscape, system engineers develop layered security protections protocol and incorporate proven security requirements (security controls) into the system development life cycle, delineating physical and logical security trust and boundaries. Security engineers document the processes and incorporate best practices security policy and procedures in the architecture, including security controls as a part of the information system engineering design. Before new systems, applications, components and upgrades are introduced into the environment, SYNNEX security engineers conduct system tests, perform threat modeling, develop use cases, check for threat agents and viruses, conduct penetration tests, and mitigate risk before deploying in the environment. Developers are given training on the new applications, components and services. At the end of the development, an acceptance test is conducted and signed off by management for security, functionality, and reliability.

3.20 SA-11 Developer Security Training and Evaluation

SA-11	Developer Security Training and Evaluation	
Assurance	Yes	Reference(s): Tier 1, 2 &3
Security Assessment Level	Moderate	• National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 & 800-161 • ISO/IEC 20243-1:2018, 15408, Information Technology, Open Trusted Technology Provider Standard (O-TTPS), Mitigating maliciously tainted and counterfeit products, Assessment procedures for the O-TTPS and ISO/IEC • Department of Homeland Security (DHS) Cyber Security Evaluation Tool (CSET)
Related Controls: SA-11, CA-2, CM-4, SA-3, SA-4, SA-5 & SI-2		
Summary of Security Control Implementation		
When SYNNEX security engineers and developers develop new system applications, software, hardware, or firmware, and/or introduce new information systems, components and information services, into the environment, a detailed security assessment and project plan is developed. The assessment plan includes, but is not limited to performance testing, unit testing, system integration testing, security testing and regression. Test are evaluated and analyzed for completeness, reliability, security and functionality. The assessment plan also includes flaw remediation processes and developmental testing of security controls at all post-design phases of the system development lifecycle. Security tests focus on security controls, implementation,		

operating as advertised, and operational intent, and are designed to support security policy and procedures. Flaws are remediated and tested. Security engineers and developers conduct rigorous testing of OEM software, firmware and components by leveraging web-based scanning applications and by conducting penetration testing with sophisticated tools, applications and binary analyzers. Engineers and developers also conduct source code reviews, as well as in-depth testing of artifacts, business rules, and processes. Test must pass all security assessment criteria, and remediation activities must be resolved and tested before applications, information systems, components, or information services can be integrated into the environment. The security assessment plan is well documented and is approved by management and the configuration management board.

3.21 SA-12 Supply Chain Protection (SCP)

IR-6 (3)	Supply Chain Protection (SCP)	
Assurance	Yes	Reference(s): Tier 1, 2 &3
Security Assessment Level	Moderate	• National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 & 800-161 • ISO/IEC 20243-1:2018, Information Technology, Open Trusted Technology Provider Standard (O-TTPS), Mitigating maliciously tainted and counterfeit products, Assessment procedures for the O-TTPS and ISO/IEC • Department of Homeland Security (DHS) Cyber Security Evaluation Tool (CSET)
Related Controls: IR-6(3), AT-3, CM-8, IR-4, PE-16, PL-8, SA-3, SA-4, SA-8, SA-10, SA-14, SA-15, SA-18, SA-19, SC-29, SC-30, SC-38 & SI-7		
Summary of Security Control Implementation		
SYNNEX protects its supply chain operations from threats to information systems, system components, and information services by fortifying its physical and logical environment as a part of its security and information protection apparatus strategy. Information systems, components, applications, and information system services are secured through the implementation of a security protection plan. The plan encompasses the security life cycle management which includes information systems, applications, system components, and information system services ((i.e., design, development, manufacturing, picking, packing, pulling, assembly, distribution, transportation, system integration, documenting, operations, maintenance, end of life). SYNNEX's security protection plan includes security awareness training at all levels of the organization. The organization is educated on the risk, threats, and security vulnerabilities and violations facing supply chain operations and how to mitigate these risks. The company is trained to be vigilant in vetting personnel in every area of operations, using tamper-resistant packaging during shipment and warehousing to protect development and mission critical plans, policies, and procedures. Personnel are encouraged to report unusual activity and security violations to management. All reports are taken seriously, and immediate action is taken as required. OEM partners participate		

in SYNNEX's Supply Chain Protection – as required.

3.22 SA-15 Development Process, Standards, and Tools

SA-15	Development Process, Standards, and Tools	
Assurance	Yes	Reference(s): Tier 2 & 3
Security Assessment Level	Moderate	• National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 & 800-161 • ISO/IEC 20243-1:2018, Information Technology, Open Trusted Technology Provider Standard (O-TTPS), Mitigating maliciously tainted and counterfeit products, Assessment procedures for the O-TTPS and ISO/IEC • Department of Homeland Security (DHS) Cyber Security Evaluation Tool (CSET)
Related Controls: SA-15, SA-3 & SA-8		
Summary of Security Control Implementation		
SYNNEX has an arsenal of documented, detailed engineering processes, standards, controls, information systems, system components, services, and tools. Processes and standards illustrate system and security requirements. SYNNEX's process, standards, and tools development adheres to NIST SP 800-53, 800-161, FIPS 199, 200, ISO/IEC, OEM, and Best Practices security controls and cyber security framework. Tools include COTS, GOTS, software, firmware applications, hardware, analytics, forecasting, modeling, MS suite, program management, Visio, CAD, prediction, and specialized applications. Development documents include, but are not limited to engineering drawings, topology drawings, schematics, flowcharts, network diagrams, wiring diagrams, swim lanes, modeling, and analytics (KRI/KPI) reports. Processes and tools include strategic, tactical, and operational environment / landscape drawings, cyber security evaluation tools, supply chain risk management evaluation tools, vulnerability, threat, business intelligence, impact, and risk models and analysis applications. SYNNEX processes focus on mission critical threat and security analysis, information system components, system integrations, testing, and process improvement. Tools include code source monitoring and analysis, threat modeling, scanning tools, data scrapping application, simulation software, and impact to the system and environment reports. SYNNEX processes, workflow, engineering, waterfall diagrams, and program management plans are reviewed by management and approved by the configuration management, risk management, compliance and legal teams – as required. OEM partners also play an active role in the development process, standards, and tools operations – as required by SYNNEX.		

3.23 SA-18 Tamper Resistance and Detection

SA-18	Tamper Resistance and Detection	
Assurance	Yes	Reference(s): Tier 1, 2 & 3
Security	Moderate	• National Institute of Standards and Technology (NIST)

Assessment Level		Special Publication (SP) 800-53 & 800-161 • ISO/IEC 20243-1:2018, Information Technology, Open Trusted Technology Provider Standard (O-TTPS), Mitigating maliciously tainted and counterfeit products, Assessment procedures for the O-TTPS and ISO/IEC • Department of Homeland Security (DHS) Cyber Security Evaluation Tool (CSET)
Related Controls: SA-18, PE-3, SA-12 & SI-7		
Summary of Security Control Implementation		
SYNNEX has a mature tamper protection and detection program in place, leveraging state-of-the-art tactics, techniques, technologies, and strategy to protect information systems, system components, and information services. SYNNEX uses RFID, OCR, badging, locks, cameras, guards, doors, security motion intrusion detectors, monitoring tools, alerts and other related tamper-resistant and detection applications / devices to combat both physical and logistical tampering. High-risk areas such as data centers and secure areas with sensitive information or equipment are isolated and/or blocked off to the public. Tampering detection devices / applications are applied to information systems, system components, and information system services and are constantly monitored and scrutinized. Components are monitored for tampering and theft, and violations are reported to management. SYNNEX's tampering and detection policy and procedures are well documented and are exercised on a daily basis. If an incident is reported, immediate action is taken, and measures are put in place to resolve the issue. The tampering protection and detection policy and procedures are reviewed on a quarterly basis and/or as needs dictate. Process improvement initiatives are implemented as required. OEM suppliers play an important role in the planning, distribution, application, and reporting of tampering and detection operations.		

3.24 SA-19 Component Authenticity

SA-19	Component Authenticity	
Assurance	Yes	Reference(s): Tier 2 & 3
Security Assessment Level	Moderate	• National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 & 800-161 • ISO/IEC 20243-1:2018, Information Technology, Open Trusted Technology Provider Standard (O-TTPS), Mitigating maliciously tainted and counterfeit products, Assessment procedures for the O-TTPS and ISO/IEC • Department of Homeland Security (DHS) Cyber Security Evaluation Tool (CSET)
Related Controls: SA-19, PE-3, SA-12 & SI-7		
Summary of Security Control Implementation		
SYNNEX ICT SCRM Anti-Counterfeit policy and procedures are in alignment with NIST, ISO/IEC, Federal Laws, and best practices and are exercised on a daily basis. SYNNEX		

takes counterfeiting very seriously and does their due diligence to safeguard against counterfeit of components and information systems. SYNNEX only purchases items from approved OEM vendors and does not buy from unauthorized distributors or third-party vendors. All purchases go through an approved vendor process and the entire process is documented and monitored. If a suspected counterfeit transaction or event is reported, immediate action is taken by SYNNEX and reported. Counterfeit may occur at the organizational, distributor (OEM), vendor, and/or developer level. SYNNEX is diligently on the lookout for counterfeit components, information systems, source code, and manufacturing. Tampering applications and detection measures are inspected throughout the supply chain management process.

3.25 SI-2 Flaw Remediation

SI-2	Flaw Remediation	
Assurance	Yes	Reference(s): Tier 2 & 3
Security Assessment Level	Moderate	• National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 & 800-161 • Federal Information Processing Standard Publication 200 • ISO/IEC 20243-1:2018, Information Technology, Open Trusted Technology Provider Standard (O-TTPS), Mitigating maliciously tainted and counterfeit products, Assessment procedures for the O-TTPS and ISO/IEC • Department of Homeland Security (DHS) Cyber Security Evaluation Tool (CSET)
Related Controls: SI-2, CA-2, CA-7, CM-3, CM-5, CM-8, MA-2, IR-4, RA-5, SA-10, SA-11 & SI-1		
Summary of Security Control Implementation		
SYNNEX reviews, tests, scans, and monitors all software and firmware being introduced into the environment by approved OEM distributors. Software and firmware applications are tested frequently with anti-virus software, system scans, and penetration tests to check the reliability, security, and functionally of the software and firmware. Updates and remediation activities are implemented if applications are out of tolerance and require patching or updates. If a software and/or firmware application requires remediation, only authorized IT personnel may apply patches, hotfixes, upgrades, or skip packages, as required by the OEM and the configuration management board. SYNNEX leadership approves all tests, updates and skip packages, and documents the entire process and approval process. After remediation actives are complete, software and firmware enhancements/fixes are tested before being put into the production environment. SYNNEX documents all low-level software and firmware patches, hotfixes, and upgrades in a remediation plan of action and milestone plan, and action is taken at the appropriate time. Before SYNNEX applies remediation activities, it always considers the risk, impact and vulnerability to the business.		

3.26 SI-4 Information System Monitoring

SI-4	Information System Monitoring	
Assurance	Yes	Reference(s): Tier 1, 2 & 3
Security Assessment Level	Moderate	• National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 & 800-161 • Federal Information Processing Standard Publication 200 • ISO/IEC 20243-1:2018, Information Technology, Open Trusted Technology Provider Standard (O-TTPS), Mitigating maliciously tainted and counterfeit products, Assessment procedures for the O-TTPS and ISO/IEC • Department of Homeland Security (DHS) Cyber Security Evaluation Tool (CSET)
Related Controls: SI-4, AC-3, AC-4, AC-8, AC-17, AU-2, AU-6, AU-7, AU-9, AU-12, CA-7, IR-4, PE-3, RA-5, SC-7, SC-26, SC-35, SI-3 & SI-7		
Summary of Security Control Implementation		
SYNNEX employs sophisticated external and internal security event monitoring tools, applications, agents (i.e., intrusion detection systems, intrusion prevention systems, malicious code protection software and scanning) and alert monitoring to observe and detect security events, incidences, anomalies, suspected unauthorized access, changes in the system behavior, modifications, enhancements, and unusual activity in SYNNEX ICT supply chain environment and information system boundaries, firewalls, and demilitarized zones. SYNNEX leverages five rings of security to support information system monitoring (e.g., email filtering, workstation security, firewall, automated backup, and employee training). Monitoring includes automated and manual monitoring of SYNNEX data center, cloud environment, servers, routers, gateways, backbone, trust, email, and network operations. Metadata is constantly monitored and scanned on a systematic basic. Data files, catalogs, data warehouses, libraries, databases, and search engines are scanned for malicious activity, breaches, data leakage, and security violations. SYNNEX also monitors ISP system and employee activity. SYNNEX follows NIST, ISO and Best Practices concerning information system monitoring.		

3.27 SI-7 Software, Firmware, and Information Integrity

SI-7	Software, Firmware, and Information Integrity	
Assurance	Yes	Reference(s): Tier 2 & 3
Security Assessment Level	Moderate	• National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 & 800-161 • Federal Information Processing Standard Publication 200 • ISO/IEC 20243-1:2018, Information Technology, Open Trusted Technology Provider Standard (O-TTPS), Mitigating maliciously tainted and counterfeit products, Assessment procedures for the O-TTPS and ISO/IEC • Department of Homeland Security (DHS) Cyber Security

		Evaluation Tool (CSET)
Related Controls: SI-7, SI-7 (11), (12) & (13)		
Summary of Security Control Implementation		
SYNNEX adheres to NIST SP 800-53, 800-161, and FIPS 22 as it pertains to ICT Supply Chain Risk Management practices, standards, guidelines, policy, and procedures. SYNNEX Systems and Information Integrity policy and procedures are comprised of SYNNEX's ICT SCRM information systems, infrastructure, components, assets, ecosystem, verification protocol, security information and event management tools, applications, agents, program requirements, standards, and specifications. ICT supply chain risk, security controls, malicious code (binary / machine executable code), and counterfeit protection measures are included in the systems and information integrity policy and procedures. SYNNEX conducts source code reviews on a systematic basis, and has a rigorous data loss prevention program to protect data-in-transit, data-in-motion, and data-at-rest. SYNNEX's environment is systematically tested (i.e., manual test, penetration test, and automated test) and verified for unauthorized access, vulnerabilities, breaches, security violations, malicious code, botnet attacks, counterfeit, and suspected changes in the ICT SCRM environment. SYNNEX uses a variety of verification tools and applications to test for unauthorized access in the environment, has strict business rules concerning privileged access, and does not allow any person and/or persons to have the "keys to the kingdom." Checks and balances are put in place both logically and physically to protect SYNNEX environment and information systems within the ICT SCRM apparatus. Software deployment, modifications, and changes to the systems and/or applications must be vetted through the Configuration Management Board and tested in the development environment before it can be introduced into the production environment. Software and/or firmware integrity monitoring and testing includes operating system, system applications, metadata, parity checks, cryptographic hashes, and other related internal and application testing and monitoring. All software and firmware is purchased and approved by authorized OEM and/or verified distributors. SYNNEX employs security alerts and log monitoring, and applies strict business rules to safeguard against unauthorized access to the ICT SCRM environment.		

A Fortune 200 Global Business Process Services Company

Technology Solutions

Distribution, logistics, and integrated solutions

$19.1B
TTM Revenue

400+
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40K+
tech products distributed

25K+
resellers & retail customers



65 Locations:
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Product Categories:
IT systems, networking, UCC, peripheral, components, IoT, peripherals, software, security, analytics, integrated solutions



Hybrid Cloud Strategy Servicing:
SMB, mid-market, enterprise, hyperscale computing (Hyve Solutions)

Concentrix

Global business services company

$4.7B
TTM Revenue

225K+
associates

80
Fortune 500 clients

70+
languages



Locations:
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Priority Verticals:
Healthcare, banking and financial, insurance, technology, automotive



Solutions:
Analytics & consulting, automation & optimization, customer engagement centers, digital self-service, experience design & mobility, gig platform, marketing solutions, technology & systems integration, voice of the customer

SYNNEX CORPORATION

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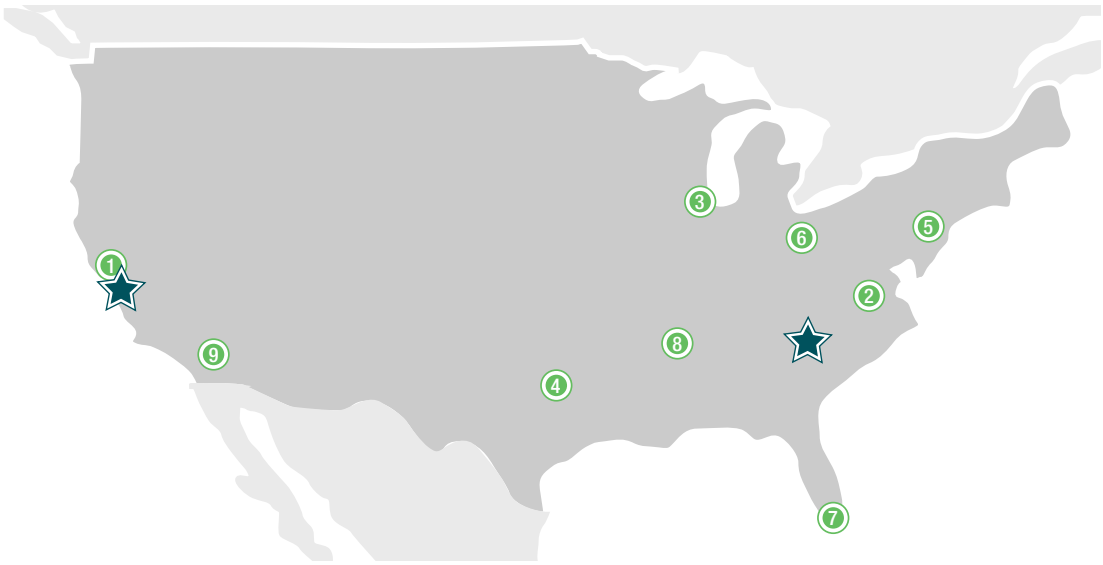
SYNNEX CORPORATE 2019 LINE CARD

Corporate Headquarters
Fremont, California

Sales Headquarters
Greenville, South Carolina

Warehouse Locations

1. Tracy, California
2. Chantilly, Virginia
3. Romeoville, Illinois
4. Richardson, Texas
5. Monroe, New Jersey
6. Grove City, Ohio
7. Miami, Florida
8. Southaven, Mississippi
9. Chino, California



*ISO-9001-2000 Manufacturing Facillities

ADVANCING IT INNOVATIONS

Map your destination to increased productivity, cost savings and overall business success. Our distribution centers are strategically located across the United States to provide you with product where you need it when you need it. Each of our distribution centers provides our customers with warehouse ratings of nearly 100% in accuracy and PPS (pick, pack and ship) performance. Couple that with unsurpassed service from our infrastructure support, giving you one more reason why you should be doing business with SYNNEX. That's service and infrastructure support you can rely on!

SERVICES

Sounds simple, but at SYNNEX we understand that true business growth requires access to meaningful, tangible business infrastructure, tools, and resources. That's why over the last year we've invested heavily in providing our partners with high-impact business services, designed from the ground up to provide real value, and delivering on our commitment to provide unprecedented support to our most valuable asset, our partners.

- GSA Schedule
- ECExpress Online Ordering
- Software Licensing
- Reseller Marketing Services
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- Integration Services
- Trade Up
- A Menu of Financial Services
- SYNNEX Service Network
- ASCii Program
- PRINTSolv

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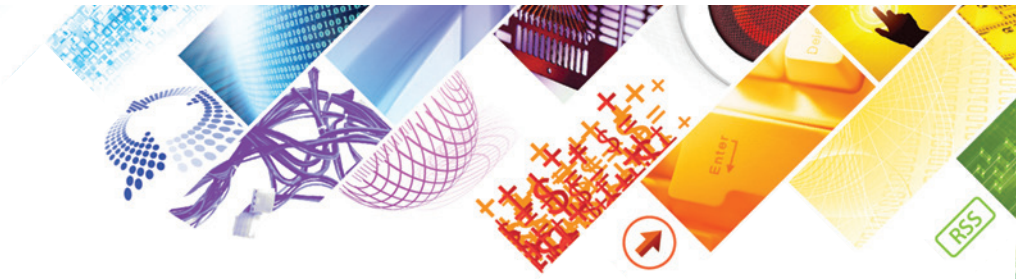
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3M Touch
3M Mobile Interactive Solutions
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4D Global
4Sight
6fusion
65bit Software
911 Enable

A Deeper View
AAEON Electronics an ASUS Company
ABBYY Software ESD
Absolute Software
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AML
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Amphenol
AMX
Amzer

Anacom Medtek
Anchor PD
ANCORA
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Aopen
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API
Aporeto
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Appistry
Apstra
Aquarius
Arbor Networks
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BitTitan
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Black Box
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Canon
CAPSA Healthcare
Carbonite
Card Scanning Solutions
Case Power
Casio Projectors
CBM Metal
Celestix
Cenomax
CENTON
Centrify
Century Software
Certes Networks
Champion Solutions
Champion Systems
Channel Vision (Custom Installation)
Chargtech
Chassis Plans
Check Point Software
Checkpoint Security Systems
Chef Software
Chelsio
Chenbro
Chief Manufacturing
Ciena

CIG
Cilutions
Cinemassive
Cisco
Clearcenter
ClearColor Ink
Clearone
Club3D
CME
CobWebs
Coby
CognitiveTPG
Cognito
Comcast Business
Commvault
Component One
Compu-Lock
Compulocks Brands
Compunetix
Computer Instruments
Computer Security
Computer Warranty Services
Comsquared Systems
Conarrative
Connection-E/Trifusion
Contex Americas
Convertertechnology
Conveyant Systems
Coolmax
Copernicus
Core Security
Corel
Corente
Corlogix
Corologix
Corsair Micro
Cortado/Thinprint
Cplane
CPR Tools
CradlePoint
CraftUnique
Creative Labs
Crestron
Crimson AV
Crimson Technologies
Crosstec
CRU-Dataport
Crucial Technology
CruDataport
CSDC
CTA Digital
Ctera
Cumulus Networks
Curriculum Loft
CXTEC
Cy-Fi
Cyberlink.com
Cybernet Manufacturing
CyberPower
CYBERPOWERPC
Cybertron PC
Cybric
Cycle Computing
CYCLONE
Cylance
CYREN

D-Link
Da-Lite Screens
Dahle
Daktech

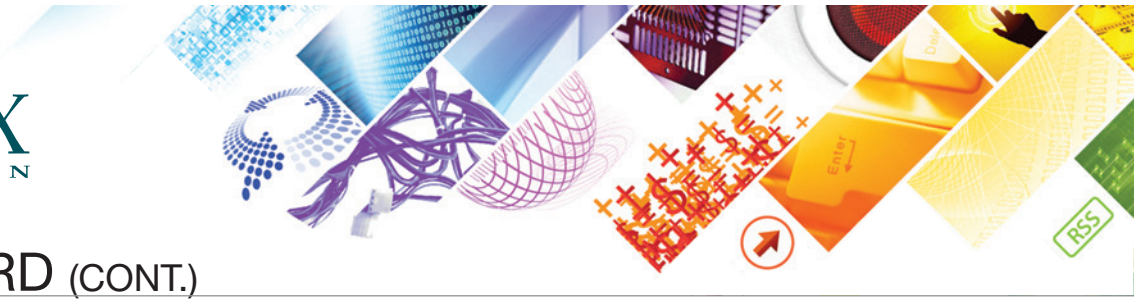
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2019 LINE CARD (CONT.)

Damac
Dane Elec Corp
DAQRI
Data Drive Thru
Data Motion
Datacore
Datago
DataLocker Inc
Datalogic
Datamax Media
Datamax Software Group
Dataram
Dataxoom
Datel
Datera
Daymen Inc.
Decoded Bags
Definitive Technology
Déjà vu Security
Delphi Display Systems
DENAQ, Inc
Deployable Systems/Hardigg
DestructData
Devolutions
DH2i
Diablotek
Dialogic
Diamond
Diamondback Fitness
Dicota
Digedu
Digi International
Digistor
Digital Guardian
Digital Highway
Digital Peripheral Solutions dba Q-See
Digital Storm
DigitalPersona
Digium
Direct Dimensions
Distinow
Distrix
Docker
Doculex
DOD Tech
Dot Hill (eNex Systems)
DP Solutions
Draper
Drawp
Drobo
Dropbox Enterprise
DS3
DT Research
Dyconn
DYMO
Dynamic Systems

E-Sponder
Earthwalk
Eastman Kodak
Easy Tempo
Eaton Corporation
ECO STYLE
ECO TREND Cases, LLC.
Ecosol Solar Technologies
ECS Composites
Edge-core Networks
EDGE Memory
Edgeline Technologies
Edgewater Networks
Edgewave
Edigin
Education Collaborators
Educational Collaborators
EJ Technologies
Ekahau
Electroboard
Electrorack
Elegant Packaging
Elite Screens
Elliptical Mobile
Elmo USA
Elsa Group
Emathsmasters
Emerge
Encore Networks
Encore Software ESD
Encounter Pointe
Endor AG / Fanatek
ENET
EnGenius
Engineered Network Services
Enlight
EnMotus
EnovateIT
EnterpriseDB
ENTRUST
Envoy Data Corporation
Epson
Equus/Mirus Innovations
eReplacements
Ergotech
Ergotron
Ericom
Erwin
Esker
eSpark
ESTERLINE
EVault
Event Builder
Everfocus
Everki
EVGA
Evolis
Evoluent
Evolve III
Ex Point
Exablaze
Exablox
Exabyte
Excelero
Exorvision
Explain Everything
Extensis
Extenua

F5 Networks
Fabcon
Faction
Fargo Electronics
Faxback
Fellowes
FiatLux
Fidelis Cybersecurity
Filewave
Finisar
FireEye
Firemon
Firich/FEC
First Data
First Mobile Technologies
Fishtree
FivePoint
Fixmestick
Flexa Cutters
Flexa Dye Sublimation
Flexera Software
ForensIT
ForeScout
Foreseeson
Formax
Fortinet
Foscam Digital
FoxIt
Freedom9
Frontrow/Phonic Ear
Fuji Film
Fuji Film Recording Media
Fujitsu America, Inc.
Full Armor
Full Spectrum Laser
Furman
Fusion-io
Futura Retail Solutions
Future Business

Gamber Johnson
Gammatech
Garland
Garmin
Gateprotect
GBC (a division of ACCO Brands)
Gefen
Geist Manufacturing
Gemalto Envoy
General Imaging
Genesis One
GeorgeJon
GETAC
GFI
Gigabyte
GiiNii
Glacier Computer
Global Environ. Svcs
Global Knowledge
Global Marketing Partners
Global Silicon Electronics
Gluster
GoGuardian
GoldTech
Goldtouch
Good Technology
Google
Graphus
Gridless Power
Griffin
GRS Weigh
Gryphon
Guardian Edge
Guidance Software
Gumdrop
Gvision

H&R Block ESD
Hannspree
Hapara
Hayes Software
Havis
Headplay
Healthcare Information (HCI)
Healthpostures
Hedvig
Hercules/Thrustmaster
Heritage Travelware
Heritage Travelware - Kenneth Cole
Hewlett Packard Enterprise
Hi-Fi Works
Hi-Value Toners
HID Identity/Synercard
High Wire
Higher Ground/HGGEAR
HIKVision
Hitachi Global Storage
Hitachi Hard Drive
HL Corporation/Flicker
HNC Virtual
Howard Medical
HP Inc
HQ Cam
HSM of America
HTM -Vertagear
Huawei
Huawei Device USA
Huddly
Humanetics
HumanScale
Hypersign
Hyundai

I-Blason
I'm SPA/I'm Watch
I/O Magic
i3 International
i3 Technologies
ICOP Digital
IDAPT
Idera
IGEL
IGI
IKAN Corp
iKEY
Imageware
Imagine Technologies
Imagistics
Imation
IMC Networks
Imperva
InBoxer
Incase
Incipio
Incisive Software
Independence IT
Independence IT
Indigo
Industry Weapon
Infinidat
Infoblox
Infocase
InFocus
InfoPrint
Informa Software
Infosoft-Fusion Charts
Infrascale
Ingres
Inkjetwarehouse
Inland Products
Innergie
Innovative Card Scanning
Innovative Office
Inseego
Insperity
Instant Technologies
Insulfab
Integra Networks
Integral
Intel
Intelligent Computer Solutions
Intelligent ID
Intellinet
Intuit ESD
Intuition
INUVIO
Inwin
ioFabric
Iogear
IOLO ESD
Iomega
Iosafe
IP Home Products
iPearl
IRSA Video
ISI
iStabilizer
iStarUSA
iStorage
IT In Motion
ITWorx
Ixia

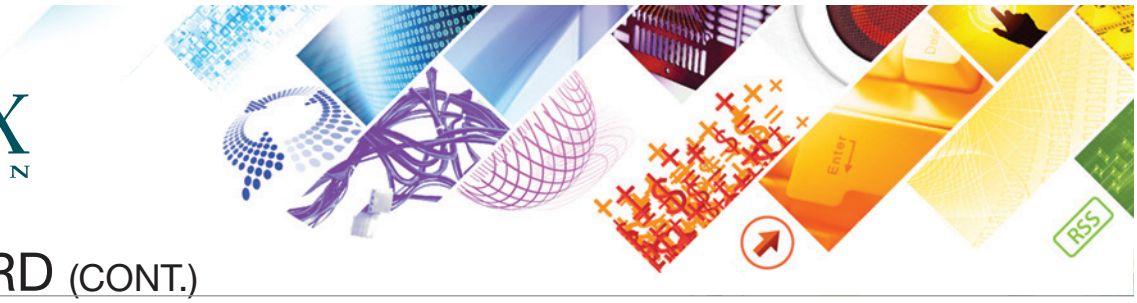
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2019 LINE CARD (CONT.)

IXsystems
iYogi USA

Jaco
JAR Systems
Jaspersoft
Jatheon Technologies Inc.
Jaton
Jefa Tech
JetBrains
JMR Electronics
Joro
JPL
Juicepresso
JungleDisk
Juniper Networks
Just Systems Canada
JVC

Kaminario
Kanex
Kanguru
Kantek
Karv Flatbed Cutters
Kaser Corporation
Ken-a-vision
Kensington
Kerio
Keyovation
Keyscan
KeySource International
Keytronic
Kinesis
Kingston
Kingston Digital Inc
Kingston Distribution
Kinyo
Kitenga
Klas Telecom
Kleen Concepts
Knowledge Management Association
Koamtac
Kobian
Kobian
KODAK
KOM Networks
Komprise
Konftel
Konica Minolta
Kramer
KSI Data Sciences
KSI Envoy
Kwikset
Kyocera

LaCie
LandAirSea
Lanier
LapCabby
Laplink Software
Lasershield
Launchpad
Lawson Screen
LD Smart
Learn21
Legrande
Leica Geosystems
Lenovo
Lepide
Let's Gel
Level Platforms
LexisNexis
Lexmark
LG Electronics
Liaison
LifeSize
Lightspeed Systems
LigoWave
Likewise
Lilee
Lind Electronics
Link Depot
Linksys
LinkSystems
Linoma
Listenwise
Lite-On
Litronics Envoy
LittleBits
LiveTiles
LMI Solutions
Location Based Technologies
Lockdown Tech
Locknchargе
Loctek
Logbar
Logicube
Logitech
Longse
Lowry Software
Lsquared
Lumisource

M360
M&A Technology
Maclocks
Macro Image Technology
Magellan
Magix Software
Magma
Magnetic 3D
Magtek
Mainpine, Inc
MakeSense
Makitso Displays
MMF POS
Man and Machines
Managed Objects
Manhattan
Mariner Software ESD
Markzware
Materialise
Matrox
Maxell
Maxta
Maxtor
Maxtrak
MaxxFi
McAfee
Mediatech
medM
Mellanox
Memorex
Memorex Electronics
Memory Experts
Meridiun
Merkury
Message Labs
Message Logic
Meta Company
Metadot Corp
Metafuse dba Project Insight
Metrologic
Metropolis
Metrovac
Mettler Toledo
MicroMicr
Micron
MicroPac Technologies
Microsoft
Microsoft ESD
Microsoft Hosted Exchange
Microsoft OEM
Microsoft Retail
Microsoft Surface
Microsoft Surface Hub
Milestone Systems
Mimo Monitors
Minicom
Minuteman Power Technologies
MIO Technologies
Mirantis
Mita
Mitsubishi
Mitsubishi Digital Electric America
Mizco
MJ Mitchell Consulting/Braggables
Mobelisk
Mobile Action Technology, Inc.
Mobile Demand
Mobile Edge
MobileMark
Mobiltrackr
Mobisystems
Mohawk USA
Mojo Networks
Monitors In Motion
Monnit
Monoprice
Moonwalk
MooreCo, Inc
Mota
Motion Computing
Motorola Phones
Motorola Solutions
Movavi Software ESD
Movea
MPak
MS - Cash Drawer
MSE
MSI Gaming Laptops
MSS Software
Multi-link
Muratec
Mutare
MyCDesk (Elyone)
MyStemKits

N1 Critical
N-Able
Nanonation
Ncipher Envoy
NCP Engineering
NDS Surgical Imaging
Nearpod
NEC
NEC Corporation of America
NEC Display Solutions
NEC Servers
NEC Software
NEC Storage
Nervepoint
Neschen Americas
NetAccess
Netcomm
Netgear
Netis Systems
Netlib
Netmotion
Netop
Netsparker
Netsurion – Eventtracker
Network Equipment Technologies
Netwrix
Neverware
Newell Co-Sanford
Newline
Nexenta
NexGen
Nicware/Niclabel
Niko Electionics
Nimbus Data Systems
Nitro PDF
Noble Locks
Nodeprime
Nokia
Nor-Tech
Norcent
Notable Solutions, Inc.
Novastor
Novuscell Batteries
Now Micro
Nuage
Nuance Communications
Nuance Dragon Medical
Numonix
Nvidia

O'Neil Printers
O2 Security
Objectworld
Observint
Obsidian
OCN Labs
OCSystems
Octa
OCZ Technology
ODIN Technologies
Ohbot
Okidata
Olea
OLIXIR Envoy
OminScan 2
OnCue
OneWorldTouch
OnSSI
Onyx Graphics Inc
Oomi
Open-E
Open-Xchange
Opengear
OPS Solutions
Optimum
Optoma
Oracle
Original Power
OrionVM
Ortronics
OSNEXUS
Otter Products
Otto
OutSystems
Overland Storage
Oxcyon

Packaging Strategies
Packet 8
Packetviper
Paessler
Palo Alto Networks
Panasonic
Panasonic Communications
Panasonic Consumer - Security
Panasonic POS
Panasonic Pro Video
Panasonic Projectors
Panasonic Toughbooks
Panda Security
Pannin
Panorama Antenna
Pantone Solutions
Papago
Para Sys. Inc.
Paragon Furniture
Paragon Software
Parallels
Partner Tech
Patriot Memory

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2019 LINE CARD (CONT.)

Patrol PC
Paxton Access
Payoda
PC Gearhead
PC Matic
PC Pit Stop
PDUs Direct
Peerless Industries
Pelican
PenPal Schools
Pentaho
Perfect Fit
PeripheralLogix
PEXAGON
Pexagon Tech
PGI
Phantom Glass
Pharos Science and Application
Philips
PhishMe
Phonic Ear
Photo Shelter
Pi-Top
Pica8
Ping HD
Pivot3
Planar
Plantronics
Plasmon Optical Media
PLE SOFTWARE GROUP
Plextor
Plug-In Storage
Plum Laboratories
Plumgrid
Plus Technologies
PNY
Point A Technologies
Policy Medical
Polycom
Polyvision/Steelcase
POSBank USA
POSH Manufacturing
Positron
Posturite
Powercart
Powervar
Precise Biometrics Envoy
Precision Dynamics Corp
Precision Mounts
PrehKeyTec
Premier Mounts
Premium Compatibles
Prestige International
Preton
Prevalent
Prime View
Printek
Printer-Logic
Printronix AutoID
Printronix LLC
Private Label Media
Proline
Prologic
Promethean
Promise
Promisec
Protect Computer Products
Protect Covers
Proxima RF
Proximity Systems
PSC
Psion
Pulse Secure
Puppet Labs
Pure Orange
Purple

Qlogic
QNAP
Qualtrax
Quanmax
Quanta
Quantum
Quark
Quartet
Quatech
Quatrro
Quest International
Quest/Totoku
Quick Quality Cabinets
Quicken ESD
Qumu

Rackmount.IT
Rack Solutions
Radaptive
Radiant Logic
Radware
Rain Design
RAM Mounts
Rapid7
Rapid Deploy
Raptor Blasting Systems
Raritan
RCR International
RDK Products
Ready Dock
ReCast
Recordex
Red Hat
Red Lion
RedGate Software
RedXDefense
RedyRef
Reed Elsevier Inc.
Reflexion
ReLaunch Aggregator
ReplayXD
Retrospect
Revolabs
Revolution Acoustics
Rhino Technology Group
Ricoh
Ridgeline Technology
RidgeLogic
RIF6
Rise Vision Digital Signage
RISO
Riverside Technologies
RJS Software
RLE
Robinson Win Word
Robo3D
Roccat
Rock Hill Distribution
Rocky Mountain Ram
Rocstor
Rootsecure
Rose Electronics
Royal Consumer Products
RSPA (Sungale)
RSPA, Inc
RT Sales
Ruckus Wireless

SA International
Safe-T
Safety Vision
Sagemcom
Sakar-Altec Lansing
Salamander
Samsung
Sandisk
Sans Digital
Sanyo
Sanyo Denki
SAP
Sapien Technologies
SATO
Savin
Scala
Scale Computing
School Messenger
Science Logic
SCM Microsystems Envoy
SCO Group
ScopeStack
Scosche
Scott Clark Medical
SCP
Screenrag
Screenscape
Scribble
Seagate
SealShield
Seavus
SecPod
Security First
Securly
SEH Technologies
Seiko Instruments
Seiko Instruments USA
Sen.se
Sena Cases
Sencore Inc.
Sengled
Sennheiser
Sentinel
Sentry360
ServerTech
ServicePoint365
Services
Sharegate
Sharp
Shaun Jackson Design
Shivnet
Shuttle Computer
Shuttle Security
SI Screens (Screen Innovations)
Sierra Wireless
Sigma Photo
Signagelive
Signix
SIIG
Silex
SiliconDust
Silver Peak
Simple8
Simplifi
Simply NUC
SIOS Technology, Inc
Sitch AI
SKB Cases
Skin-It
Skull Candy
Skykick
Skykit
Smart AVI
Smart Modular
SmartPower Systems
Smith Enterprises
SMK-Link
Snoopwall
Socket Mobile
SOFTEX
SoftLayer
Software & Peripherals
Software Shelf
Solar Rig
Solarflare
Sole Source Technology
Solid Line Products
Solidfire
SOLO
Sonic Foundry
Sonitronix
Sony
Sony Chemicals
Sony Content Capture Solutions
Sony Professional Monitors
Sony Projectors
Sony ProSumer Displays
Sotel
SoundTrap
SP Controls
Space Saving Solutions
Spark Integration
Spectrum Business
Spectrum Corporation
Speechswitch
SpeedLink
Sphere3D
SPIKES
Spracht
SPRACHT
Sprinxle
SSE Technologies
SSG Consulting
SSH
Stadia Media
Staedtler Noris
Star Micronics
Startech
Startech.com
STEC
Steganos
Stelle
StemFuse
Stephen Gould Corp.
Still Secure
Stirling Communications
STM Brands
StorageCraft
StorageTek
StorMagic
Stormboard
Stratus
Stulz Air
SugarCRM
Suitable
SUMMA America
SunBrite TV
Supercom
Supermicro
Surecall
Swiftpage
Swingline
Swyx
Syam
Syba Multimedia
Sychron
Sychron
Symantec
Symantec Hosted Services
Symbee
SyncroSoft
Synel Industries
Synology
Syntax-Brillian
Syntela
System Design Advantage
Systran

T-Mobile
TAA Products
TabletExpress
TabletKiosk
TABLETMedia
TAG / Technology Advancement Group
TAG Global Systems
Take Charger
Talis Data Systems
Talkaphone
Tandberg

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2019 LINE CARD (CONT.)

Tandesa
Tangent Computers
Tannoy
Targus
TCP Wave
TDK
TEAC
TeamOne Networking
Team Viewer
Teamboard
TEC Lighting, INC
Tech Global
Tech Products 360
Techguard Security
Technologies LTD.
Tegile
TEKLYNX International
Teleepoch
Telephonetics
Teles
Telit
TelWorx
Tely Labs
Tempest Lighting
Tempusnova
Tenergy
Teradici
TeraMedica
Teras
Texthelp
The Joy Factory
Thecus
Thermal Take
ThingLogix
ThreatTrack
Tidebreak
Tiger-Vac
Titan Radio
Tommo
Toolfarm
Toopher
Top Patch
Toshiba
Toshiba Security
Toshiba-Tec
Total Computing Solutions
Total Micro
Totoku Motor
Touch Systems
TP Link
TPcast
TPG
TPK VD
Tracewell Systems
Track Scan
Transcend Information
Tranxition
Tremolo Security
TRENDnet
Trenton Systems
TRG Group (Wenger/SwissGear)
Triad Floors
Tri-Color
Trident Systems
Tripp Lite
Tripwire
Trisys
Troy MICR
TSC
TSI Touch
Ttuff Technologies
Turtle by Perm-A-Store
TVS (Eversun– Technologies)
Twinhead
Twistlock
Tyan
Tycon Power

UMANGO
Uniform Industrial Corp
Unify
Unirise
Unitech America
Universal Devices
Uniwide
UNXIS (SCO)
Unytouch Manufacturing/Firebox
Upcycle Goods
UPEK
Uptime Devices
Urban Armor Gear
US Robotics
USSI
Utility Associates
Utimaco

V5
Valcom
VanDyke Software
Vantage Point
Vantec
VARCommerce
Varonis
Vation Ventures
Vault
VCOM - Hamilton Buhl
VDO360
Veilux
Velocilinx
VeloCloud
Veracity
Verbatim
Verizon Enterprise
Vertiv
Viavi
Victorinox
Victory Multimedia
Videobank Digital
Videxio
Viewer Central
ViewSonic
VIO
Vipre
Vircom
Virsto
Virtuu
Visage Mobile
Vision Wireless
Visioneer
VisionMAX
Visix
Vistaquest
Vivid Laminators
VM Electronics
Vorp Energy
Votiro
VSS Monitoring
Vtech
VuPoint
VuRyte
VWR/Triumph Boards
VXL Instruments

Warp Mechanics
Wasp Bar Code
Watchguard
WD, a Western Digital Company
Webroot
Wellbeats
Weltron
WePresent
West Penn Wire
Westinghouse
WeVideo
White Label Document Services
WhyGosh
Williams Software Group
WinMagic
Winston International
Wiresoft
Wirexpress
Wizard Wall
Wolters Kluwer Health
Women In Bags / Fabrique
Wondersign
Woodware Furniture
Worthington Distribution
Woven Systems
Wyse

X-Rite Pantone
X-IO
Xerox
Xerox Scanner
XFX
Xi3
XPand Cinema
Xplore Technologies
Xsigo
Xtreme Cables
XtremeMac
XYZ Printing

Yamaha
YouSendIt
Yuneec

Zend Technologies
Zettaset
Ziften Technologies
Zimbra
Zinstall
ZLINE
Zoom Video
Zotac
ZTE
ZyXel

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SYNNEX

Strategic Procurement

The Strategic Procurement division helps new vendors enter distribution by identifying, developing, and managing the vendors needed to complete our customers' solutions. These vendors represent many different verticals and business models and help us drive incremental value for our partners.



Why Choose SYNNEX as Your Distribution Partner?

Suppliers

More than 500 incremental vendors

Product Categories

- Commercial
- Professional AV
- Networking
- Manufacturing/industrial
- Consumer electronics
- Public Sector
  - Government
  - Education
  - Regulated Industries
  - Healthcare

Full Distribution Services

- Logistics Management
- Product Fulfillment
- 24x7 Order Processing and Billing
- Technical and Sales Support
- Dedicated PM Team
- Virtual Inventory/EDI

CONTACT

Strategic Procurement

Email us directly at:
strategicprocurement@synnex.com

Call your SYNNEX Rep:
864-349-4117

NEW AGE ELECTRONICS
A DIVISION OF SYNNEX CORPORATION

SYNNEX CORPORATION



SYNNEX

Strategic Procurement

2019 LINE CARD

Software:

2FA
Assist Education
3D Classroom
4D Global
6Fusion
65bit Software*
911 Enable*
A Deeper View
Abbyy USA
Absolute Software
Access Data*
ActivIdentity Envoy
Act-On
Actsoft
Acuo Technology*
Adaptiva
Adrem Software
Alive Studios*
Allen Systems Group
Allround Automation
Altaro
Aomata
API*
Aporeto
Appistry
Apstra
Architext*
Arxscan
Aspect Software
Assist Education
Aurora Multimedia
Auslogics
Authen2cate*
Authlogics
Avanquest
Aviva Solutions*
Bamboo Solutions*
Best Minds
Blueforce
Booz Allen Hamilton
Bridge Communication
Business Logic
Celestix*
Centrify
Champion Solutions
Chef*
Clearcenter
CobWebs
Computer Instruments
Conarrative
Convertertechnology*
Conveyant Systems
Corel
Corente
Core Security*
Cortado/Thinprint*
CPR Tools
Crimson Technologies
Crosstec*
Crossvale
CSDC*
Curriculum Loft
Cyberlink.com
Cyberloq
Cybric
Cyren
Data Motion
Datel
Déjà vu Security
Devolutions
DH2i
Digital Guardian
DigitalPersona
Digi-Cert
DP Solutions
Drawp
Dynamic Systems
Easy Tempo
Edgewave
Edigin
Ekahau
Emathsmasters
Encounter Pointe Software
Engineered Network Services
Entrust*
Esker
Event Builder*
Excelero
Extensis*
Faxback
Fishtree*
Flexera Software
ForensIT
FoxIT*
Frontrange Software*
Gemalto Envoy
Genesis One*
Global Environ. Svcs*
GoGuardian
Graphus
Hayes Software
Idera
IGI
Imageware
Incisive Software
Indigo
Infosoft-Fusion Charts
Insperity
Instant Technologies
Intelligent ID
ITWorx
ISI
JetBrains*
Just Systems Canada*
Laplink Software*
Launchpad
Learn2T
Lepide
Liaison*
LinkSystems
Linoma
Liquid
Litronics Envoy
Logicube
Lowry Software*
Lsquared
M360
Magellan*
Magix Software
Make Sense
Markzware
Materialise
Maxtrak
medM
Meridiun
Meta Company
Metafuse dba Project Insight
Mobiltrackr
Mobisystems
MSS Software
MyCDesk (Elyone)
MyStemKits
Ncipher Envoy
NCP Engineering
Nearpod
Nervepoint
Netlib
Netmotion*
Netsparker*
Netsurion – Eventtracker
Neverware*
Nicware/Niclabel
Nitro PDF
Nodeprime
Novastor
Now Micro
Nuance Communications
Nuance Dragon Medical
Numonix
OminScan 2
Open-E
Optimum
OrionVM*
Oxoyon*
Paragon Software
Parallels
Payoda*
PC Pit Stop
PenPal Schools
Perpetuum
PGI
PhishMe
Photo Shelter
Plumgrid
Plus Technologies
Policy Medical
Pradeo
Preton
Prevalent
Printer-Logic
Privatizeme
Promisec
Puppet Labs
Qualtrax
Quatrro
Quark
Qumu*
Radaptive*
Radiant Logic*
Rapid Deploy
ReCast
RedGate Software*
Retrospect*
RJS Software
Rootsecure
SA International
Safe-T
Sapien Technologies
Science Logic*
ScopeStack
Seavus
SecPod
Security First
Sentinel
Sharegate
Signagelive
Signix
Simple8*
Spectrio
Spectrum Corporation*
Spikes
SPRACHT
Sprinxle*
SSG Consulting
SSH*
StemFuse
Stratus*
Supercom
Swiftpage
Swyx
SyncroSoft*
Syntela*
Systran
TABLETMedia
Tandesa*
TechTerra
TeraMedica
ThingLogix
ThinkParq
Tidebreak
Toolfarm
Toopher
Total Computing Solutions
Tranxition
Tremolo Security*
Utimaco
VanDyke Software*
Varonis*
Videobank Digital
Vircom*
Votiro
Waterdog
Wellbeats
Williams Software Group
WinMagic*
Wolters Kluwer Health
Xmedius
Ziften Technologies*
Zimbra*
Zinstall

Hardware:

3S Vision*
7Signal
4Sight
ABVI
Accessory Power*
Accortec*
Accu-Tech
Accuview
Actifio
Actineon*
Actiontec*
Acuant
Addlogix
Addmaster
ADESSO
Adlink
Advanced Input-Esterline
Afco Systems*
After Mouse*
AG Antenna
Algo Communications
Allied Telesis
Allocacoc
ALLSOP
Altair Engineering
Ambir Technology
Amer Networks
Amico Accessories*
Amped Wireless
Amphenol
Amplivox
Amzer
Anacom Medtek
Anthro
Antop Antennas
Aquantia
Arclyte
Arctic Cooling
Armoractive
Armored Shield
Array Networks
Asante
Aspire/Standzout
Astro Gaming*
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ATX
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BCDvideo
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BITS Ltd
Black Box*
Black Box Retail Services*
Boardshare
Bouncepad
BoxIT
Braggables/MJ Mitchell Consulting*
Brainboxes, Ltd
Brenthaven
Bretford
Brother Mobile Solutions*
Bump Armor
Bush Industries
Business Machine Security
Buslink/Global Silicon
C2G
Cambre Products
Cellphone-Mate
CENTON
Certes Networks
Chargtech
Chassis Plans
Cilutions
Cinemassive
Club3D
CME
Compunetix
Computer Security
Connection-E/Trifusion*
Coolmax
Copernicus*
Corlogix
CraftUnique
CRU Dataport
CXTEC
Cybernet Manufacturing
CyberPower PC
Cybertron PC
Cycle Computing*
CYCLONE
Damac*
D-Link
Dahle
Daktech
Dane Electric
DAORI
Datalogic
Datera*
Daymen Inc.*
Decoded Bags
Definitive Technology
Delphi Display Systems
DENAQ, Inc
Deployable Systems/Hardigg
DestructData
Dialogic*
Dicota
Digistor*
Digital Highway
Digital Storm
Distinow
DOD Tech*
Draper, INC
DT Research
Dyconn*
DYMO
Earthwalk
ECO STYLE
ECS Composites
Edgeline Technologies*
EJ Technologies
Electroboard*
Electrorack
Elegant Packaging
Elite Screens
Elliptical Mobile
ELM Fieldsight LLC
Elmo USA*
Elsa Group
Emerge Technologies
ENET
Engenius
EnovateIT*
Envoy Data
Equus/Mirus Innovations
Ergotech
Everfocus
Everki
Evolis
Evolve III
Exorvision
Ex Point
Fellowes
First Data*
First Mobile Technologies
FivePoint
Fixmestick*
Foreseeson
Formax
Foscam Digital
Frontrow/Phonic Ear
Furman
Gamber Johnson*
Gammatech
Garland*
Gateprotect
Geist Manufacturing
GeorgeJon
GETAC
Glacier Computer
GiiNii*
Global Marketing Partners
Goldtouch
Google
Gryphon
Gumdrop*
Gvision
Hannspree
Havis*
Headplay
Healthcare Information
Healthpostures
Hercules/Thrustmaster
Heritage Travelware
HNC Virtual*
Howard Medical
HQ Cam*
HSM of America
HTM -Vertagear
Huawei*
Huddly
Humanetics*
HumanScale
i3 Technologies
I-Blason*
I/O Magic
IDAPT
Ideum
IGEL*
iKEY*
Incipio*
Infocase
Infrascale
Inkjetwerehouse*
Inland Products
Innovative Card Scanning
Innovative Office
Insulfab*
Intelligent Computer Solutions
Intellinet
Integra Networks
Iosafe
Longse
Manhattan/Intellinet
iPearl*
IRSA Video
iStarUSA
IT In Motion
Jaco*
JAR Systems*
Jatheon
Jefa Tech
JMR Electronics
Joro*
JPL
Juicepresso*
Kanex
Kanguru
Kantek
Kaser Corporation
Keezel
Ken-a-vision
Kensington
Keyscan
Keytronic
Kinesis*
Kingston Distribution
Klas Telecom*
Knowledge Management
Association
Koamtac
KOM Networks
KSI Envoy
Leica Geosystems
LandAirSea
LD Smart
Let's Gel
Lexis Nexis
Lilee
Lind Electronics
Linksys
Location Based Technologies
Lockdown Tech*
Locknchargе*
Loctek
Logbar*
Luminsource
M&A Technology
Maclocks/Compulocks
Magma
Mainpine*
Makitso Displays
Man and Machines
Manhattan
Marshall Electronics
MaxxFi
MediaTech
Merkury
Message Logic
Metadot Corp.
Metropolis
Metrovac
Mettler Toledo
Micropac
Mimo Monitors
Minuteman UPS
Mizco
Mobelisk
Mobile Demand *
MobileEdge
Monitors In Motion
Monnit
Monoprice
Moonwalk*
MoreCo, Inc
MPak*
MultiLink
N1 Critical
Nanonation
NEC POS
Netis Systems
Netop
Newline*
Noble Locks
Nor-Tech
Novuscell Batteries
Observint
Obsidian
Octa*
ODIN Technologies
Ohbot
Olea
OLIXIR Envoy*
OneWorldTouch
Oomi*
OPS Solutions
Packaging Strategies*
Packetviper*
Pannin
Panorama Antenna
Paragon Furniture
Patrol PC
Paxton
PC Gearhead
PDUs Direct
Pelican
Perfect Fit
PeripheralLogix
PEXAGON
Phantom Glass*
Pi-Top
Plug-In Storage*
Polyvision/Steelcase*
Positron
Posturite
Powercart
Powervar*
Precise Biometrics Envoy
Precision Dynamics Corp
Precision Mounts
Prestige International
Prime View
Proline
Prologic
Protect Covers
Proxima RF
Proximity Systems
Pure Orange
Quick Quality Cabinets
Rackmount.IT
Rack Solutions
Rain Design
RAM Mounts
Raritan
RCR International
RDK Products
Ready Dock*
Recordex
RedXDefense
RedyRef*
Refraunch Aggregator
ReplayXD
Revolution Acoustics
RLE
Robinson Windword, Inc*
Roccat
Rocstor
Rose Electronics
RSPA, Inc
RT Sales
Rubbermaid Medical*
Sakar-Altec Lansing*
Safety Vision*
Salamander
Samsonite
Scott Clark Medical *
SCM Microsystems Envoy
Screenscape*
SealShield
Seamark
SEH Technologies
Seiko Instruments USA
Sengled*
ServerTech
Shaun Jackson Design
Shivnet
SI Screens
Silicon Power
Simply NUC
Sitch AI
SKB Cases
Skin-It
Skull Candy
Smart AVI
Smith Enterprises
Smith Micro
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Snoopwall*
Socket Mobile, INC
Software & Peripherals*
Software Shelf
Solar Rig
SolarSource Technology
Solid Line Products
SOLO*
SonicFoundry*
Sonitronix
SP Controls*
Spacesaver Solutions
Spark Integration
Speedlink
SSE Technologies
Startech.com
Staedtler Noris
Stelle
Still Secure
Stirling Communications
STM Brands
Stulz Air
Suitable*
Sumar
SunBrite TV
Suncraft
Syba Multimedia
TAA Products
Tablet Express
Tablet Kiosk
Tag Global Systems
Take Charger
Talkaphone
Tangent Computers
TCP Wave
Teamboard
TeamOne Networking
Team Viewer
Techguard Security*
Tech Products 360
Telephonetics
Teles
Telit
Tempest Lighting
Tenergy
Teras*
Thecus
The Joy Factory
THERMALTAKE
Tiger-Vac
Tiran Radio
Tommo
Total Micro
TPcast
TP-Link
Tracewell Systems*
TrendNet
Tri-Color
Triad Floors
Tycon Power
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Unirise
Universal Devices
Unytouch
Upcycle Goods
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Vorp Energy
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WASP
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Wizard Wall
Woodware Furniture
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Xi3*
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Requires vendor authorization

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SYNNEX CLOUDSolv | IoT | SYNNEX MOBILITYSolv

Transform Public Transportation with IoT

The Internet of Things (IoT) is transforming the public transportation industry and driving it toward a smarter future. By collecting data that can be retrieved remotely in real-time, IoT is bringing ease and efficiency to operations, processes, and analytics, all while giving riders connectivity that enables productivity on the go. SYNNEX's ready-built IoT solutions can help deliver:

- An enhanced rider experience
- Wi-Fi that allows for business-travel efficiency and productive students
- Optimization of rider demographics for smarter marketing
- Improved efficiency and safety
  - Fleet utilization
  - Optimized routes
  - Real-time driver monitoring
  - Proactive maintenance
  - Safety warning systems
  - Electronic logging device (ELD)

The SYNNEX Difference

SYNNEX solves the puzzle of complexity around IoT and makes selling simple. We provide the complete ecosystem of products and services that enable companies to monitor transportation systems and performance efficiently and cost-effectively.

- **Experienced team:** We have subject matter experts in education, public safety, transportation, and more.
- **Assessment/design:** We offer solution providers a range of pre-sales consultation support services, including assessments, device selection, migration strategies, connection with OEMs, financial alternatives, and deployment/logistics solutions.
- **Solution Development:** We provide access to ongoing technical support for OEMs and resellers by developing technology solutions their end users need.
- **On-Site Deployment Services:** We ensure your customers have on-time and ready-to-use solutions which deliver a consistent, focused approach to your technology deployments.

$68 BILLION
VALUE OF PUBLIC TRANSPORTATION INDUSTRY

$35+ MILLION
TIMES PEOPLE BOARD PUBLIC TRANSPORTATION EACH WEEKDAY

10.1 BILLION
TRIPS AMERICANS TOOK ON PUBLIC TRANSPORTATION IN 2017



ENGAGE NOW

For quotes or more information, email IoT@synnex.com.

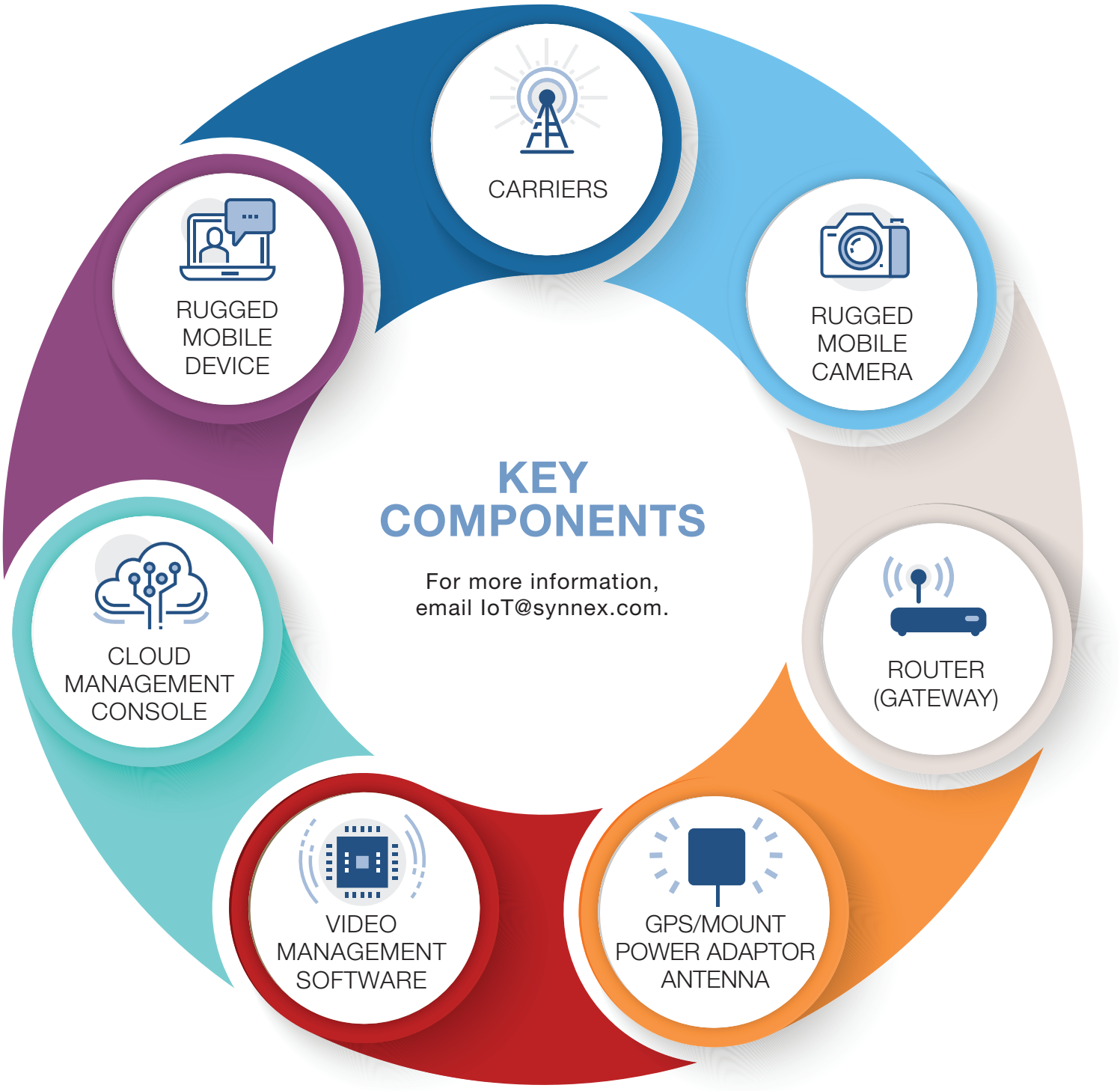
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SYNNEX CORPORATION

SYNNEX CLOUDSolv®

IoT

SYNNEX MOBILITYSolv™



KEY COMPONENTS

For more information,
email IoT@synnex.com.

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SYNNEX CORPORATION

SYNNEX

CLOUDSolv®

BUILDING SOLUTIONS • CREATING PARTNERS

The CLOUDSolv mission is to connect our vendors to resellers and each other allowing us to provide intelligent solutions that address both present and future market demands. It can be difficult to navigate all the information and choices available. With our three main pillars of business (PEOPLE | PROCESS | PORTAL), you will be able to expand your footprint and become a trusted advisor to your customers.

PEOPLE

It is impossible for a company to understand every product, technology, and opportunity. Our team of cloud experts are here to help you build and expand your cloud portfolio. The following is a short list of the resources available:



Dedicated Team of Cloud Business Development Managers*



Certified Cloud Architects and Engineers



Customized Training Including Onboarding and Enablement Activities

PROCESS

Recognizing the importance of process to your success is imperative. We understand that requirements and expectations are constantly changing, and we are here to help you build a practice that ensures your success in the marketplace. Some of the available resources are listed below:



Quarterly Business Planning Sessions*



Solution and Business Process Focused Live and Virtual Events



Purpose Built Solutions with Go-to-Market Roadmaps

PORTAL

Knowing that transacting orders in a quick seamless manner is one of the most important aspects of conducting business, we have provided a custom built marketplace based on your feedback to help with this aspect of your business. However, we didn't stop there. The Cloud Learning Center is your personal resource to make sure you are equipped with the information and tools you need to train and onboard your team. Some of the other benefits you can access are as follows:



Vendor API Integration



Low Touch Quoting and Ordering



Pilot Program Inclusion on New Platform Releases*

Reach Out to cloudsolv@synnex.com to Get Started Today

*Benefits available to Premier Community Members. Email community@synnex.com to join the community.

SYNNEX

MOBILITYSolv™

DRIVING CONNECTED SOLUTIONS

MOBILITYSolv is the SYNNEX activation platform that enables connectivity of devices with world-class wireless and wireline carriers. Mobility is pervasive; it is all around us. SYNNEX proudly offers connectivity, mobile device and gateway, cloud security and application platforms that enables mobile, M2M and IoT solutions for today's enterprise.



Connectivity



Gateways



Cloud Security



Advanced ISV Applications

At the heart of our mission is one overarching goal: to keep your customers connected, productive, agile and responsive while giving you multi GTM model with carriers: referral, co-sell and resell. Let us help you change the conversation with your customers from just delivering technology to improving business outcomes.

Committed to Your Business

The SYNNEX dedicated team of connectivity and product specialists are here to help you expand an existing mobility and connectivity practice or create a new one. SYNNEX can help you:



Build the Right Solutions



Sell More and Earn More with Multiple Profitability Models



Be the Hero for Your End User

Shift Your Communication

Solution providers and vendors can partner with SYNNEX to bring together mobile and network devices, reliable wireless and wireline connectivity, control, security, and analytics software, as well as the services to design, deploy, and manage your connectivity solution.



Established Ecosystem



On-Site Connectivity Experts



Service & Solution Assets

Reach out to MOBILITYSOLV@SYNNEX.COM to start driving solutions today!

SYNNEX IoT

Validate • Test • Support

More than an idea, SYNNEX is simplifying and solving problems by creating purpose built solutions, providing intelligent data, and automating systems enabling you to increase overall efficiency and productivity for your customers. Our goal is to simplify the concept of IoT and provide end-to-end configurations that are ready for immediate deployment and implementation.

Developed with Your Business in Mind

SYNNEX is here to serve as the general contractor for your business providing pre-sale, implementation, and post-sale support. Through our smart solutions, you will be able to provide intelligent cloud offerings. This allows you to focus on growing your existing business and expanding your footprint in the market. We are your experts in the industry enabling you to serve as the trusted advisor to your customer base. The following are the core components of our IoT practice:



Public Cloud + Basic IP



Gateways



Connectivity



Devices



Data Analytics



Advanced ISV Applications

Smart Solutions Solving Real World Problems

In today's market, customers are looking for trusted advisors and consultants that are able to help them solve problems. SYNNEX has created IoT solutions based on actual opportunities seen in different industries. Using our industry experts to help solve problems and our engineers to validate and tests the solutions, we have built deployable solutions that your customers need. Below is the short list of our expanding vertical focus:



Education



Government (FED/SLED)



Healthcare

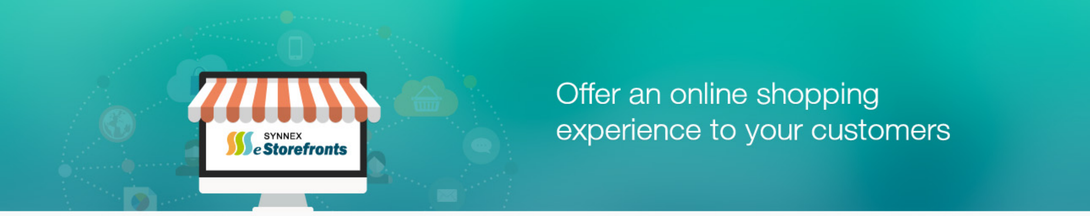


Transportation

Elevate Your Capabilities

Adding new solutions to your portfolio means more than adding products. SYNNEX understands the investment that adding a new solution or focus demands. With that in mind, we have hired a complete team of engineers, provide multiple service offerings, developed custom onboarding and enablement training plans, host multiple virtual and live events to help support your business. We are an extension of your team that will continue to grow in order to meet your increasing requirements.

Reach out to IOT@SYNNEX.COM to expand your business today!



SYNNEX eStorefronts

Overview

SYNNEX eStorefronts is a system built by SYNNEX and hosted on our servers.
It's based on our own EC*Express* online ordering system: eStorefronts are like EC*Express* on a diet – a tool that's available to you as a way for your end-customers to buy from you.

We connect the eStorefront to your SYNNEX account, so by default anything you are authorized to buy from SYNNEX is available to your end-customers. An eStorefront can also be set up to offer a select number of SKUs; one current store has as little as 30 SKUs, set up specifically for a contract the reseller won.



Where Resellers Have Seen Success

- Resellers who position the store as a solution for one or several specific end customers they already deal with have seen success. Often such end-customers buy specific products over-and-over again.
- An eStorefront allows these end-customers to place orders at their convenience.
- Other resellers have success when they are bidding (or have won a bid) on a contract for a specific end customer. These contract often require an ability to order online.
- At times, those end-customers require a punch-out capability, and that's something we can discuss with you. (More about this is discussed in the CUSTOM PROGRAMMING section further down the page).
- Resellers do NOT see much success – if any - opening an eStorefront hoping orders will magically appear from customers with whom they've never done business before.
- The large online eCommerce businesses handle those customers very well already.

How Shopping Works

- The shopping experience is very much like what you find at other online stores: You can search by keywords, or by clicking product categories. Once in a category you can use filters to search by brand, product attribute, and even pricing.



- The search results page does a real-time calculation of inventory from all our warehouses. We can show that inventory number, or "In Stock". When a SKU is out of inventory or on backorder, we can show that number also.
- Most customers elect to display the word "Call". That helps prevent an end customer from ordering an out-of-stock or backordered product accidentally, only to then bother you for updates on the order.



- When customers add items to their shopping cart, they enter a zip/postal code. Our system looks at that code, the SKUs and quantities in the cart, and then determines the warehouse with the stock that is closest to that zip/postal code and displays shipping options. Default shipping methods are FedEx, UPS, etc.
- You have the ability to make extra margin on the shipping fee by applying a markup percentage of your choosing.

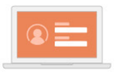


- Once shipping fee has been calculated, end customers can continue shopping or proceed to checkout.



Admin Access

- You have full administrative access to the back-end of the eStorefront, through a URL that's different from the one your customers use.



Support

- Support is available from our Helpdesk team, the same helpdesk that supports you on EC*Express*, our online ordering tool.



Custom Programming

- If you require our eStorefront to communicate data with an end-customer's system (e.g. procurement pun-chout) or your own internal systems, that would require custom programming.
- This involves our System Engineering team talking to the necessary parties to determine development scope.
- A statement of work (SOW), including hours of work required, programming fees (hourly rate), and a delivery ETA would be presented and agreed upon by all parties before work can proceed.



Fees and Getting Started

- We require that you have a SYNNEX account with either credit terms or credit card on file.
- There is a **$99 setup fee** for an eStorefront.
- There is a $199/month fee with a 12-month contract that auto-renews.
- You can terminate at any time, with 60 days written notice.



Store Access Options

- By default, it's available to anyone who finds it, similar to Amazon.com; however, you can also control access. The store can be set to display only the login screen by default. The login screen can also be set to display – or not display – a new-customer-account-creation section.
- Once a customer has an account, he or she enters his or her bill-to and ship-to information.

End-Customer Ordering/Payment Methods

At this point there are several end-customer payment methods available:

1.Reseller Billing (RSB)

This method is good for purchase order (PO) submissions, or if you have credit terms in place with your end-customers and you want to keep that in place.

- No credit card fields on checkout.
- Optional or required PO number entry field. If set to required, a required PO document upload requirement can also be turned on.
- Reseller receives email when order is submitted.
- Reseller logs in and approves (submits) the order to SYNNEX when convenient.
- SYNNEX does the pick/pack/ship to the end-customer (no SYNNEX branding on the shipment).
- SYNNEX invoices you.
- You invoice the end-customer.
- Because you take title ownership of the products sold, any sales count towards any goals/rebates you may have with manufacturers.

2.Reseller Billing with PayPal (RSB with PayPal)

This methods is good if you have AN end customer with credit terms, but you want to offer PayPal as an option too.

- At checkout, end customer clicks PayPal button.
- End-customer logs in or enters credit card info.
- End-customer receives PayPal confirmation.
- SYNNEX picks/packs/ships order to end-customer; the name on the end-customer credit card statement is your PayPal account name.
- SYNNEX invoices you.
- PayPal payment method can be assigned at the end-customer level, so one customer can be Purchase Order only, another customer can be PayPal only, and a third customer can have a choice of PO or PayPal.
- Because you take title ownership of the products sold, any sales count towards any goals/rebates you may have with manufacturers.

3.End-user Billing (EUB) (not available in Canada)

- End-customer logs in and enters credit card info.
- SYNNEX picks/packs/ships order to end-customer. With reseller info on packing list (no SYNNEX branding on the shipment).
- Name on the end-customer's credit card statement is eStorefrontmall.com.
- Twice a month, we deposit profits into your SYNNEX account.
- Because you don't take title ownership of the products sold, any sales do NOT count towards any goals/rebates you may have with manufacturers.

End-Customer Pricing Options

There are a number of ways to set up end-customer pricing.
Here they are:

1.Default margin percentage

- Default margin percentage, applied to all SKUs.
- That is a percentage of your choosing: 10%; 10.25% - whatever you want.

Margin Ranges allow you to make more margin on lower cost items from SYNNEX. Nobody wants to make 10% margin on a $10 cable!

Here's an example of what you can set up:
- If your SYNNEX cost is between a penny an $5, charge 100% margin.
- Between $5 and $10, charge 95%
- Between $10 and $20, charge, 85.75%

By default, these ranges are applied to all end-customers, unless you specify otherwise.

2.Price Groups

Price Groups allow you to set up markups by:
- SYNNEX product category.
- By end-customer,
- By vendor,
- A combination of the above.

By default, these groups are applied to all end customers, unless you specify otherwise. For example, you could have a default margin percentage of 10% except for printers, which could be 5% for all customers.

You could set that percentage to 8% for a specific end customer, or vendor.

3.Special Pricing

- Special Pricing allows you to set a specific price for a SKU. By default, special pricing applies to all end-customers. There is neither start nor end dates for this, so you should be careful, especially if your cost from SYNNEX rises and becomes higher than your selling price.

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Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

E-SIGNED by Daniel Brennan on 2020-04-16 09:10:31 EST

April 16, 2020 — *Date*

Vice President & Senior Counsel — *Authorized Signature & Title*

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company	SYNNEX Corporation	**Contact**	E-SIGNED by Ed Somers on 2020-04-20 12:25:51 EST
			Signature
	39 Pelham Ridge Drive		Edward W. Somers
			Printed Name
	Greenville, SC 29615		Senior Director, Public Sector & Vertical Markets
Address			**Position with Company**
		Official Authorizing Proposal	E-SIGNED by Daniel Brennan on 2020-04-16 09:10:53 EST
			Signature
			Daniel Brennan
			Printed Name
Phone	800-452-4822		Vice President & Senior Counsel
			Position with Company
Fax			

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Daniel Brennan, as an authorized representative of

SYNNEX Corporation, a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

E-SIGNED by Daniel Brennan on 2020-04-16 09:11:06 EST

Signature of Named Authorized Company Representative

April 16, 2020

Date

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 20-08

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
Cyber Security Solutions and Associated Products & Services

SUBMITTAL DEADLINE: Tuesday, April 7, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 1 amends the Request for Proposals (RFP) for Cyber Security Solutions and Associated Products & Services 20-08 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 1 is hereby issued to:

Replace APPENDIX D – Requirements for National Cooperative Contract to be Administered by OMNIA Partners in its entirety with the following attachment

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name SYNNEX Corporation

Contact Person Daniel Brennan

Signature E-SIGNED by Daniel Brennan on 2020-04-16 09:10:05 EST

Date April 16, 2020

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 2

Solicitation Number 20-08

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
Cyber Security Solutions and Associated Products and Services

SUBMITTAL DEADLINE: Tuesday, April 14, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 2 amends the Request for Proposals (RFP) for Elevator Industry Equipment, Repair, Related Products and Services ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Elevator Industry Equipment, Repair, Related Products and Services. Addendum No. 2 is hereby issued as follows:

1. **Submittal Deadline**: The submittal deadline for this RFP is hereby changed from Tuesday, April 7, 2020 @ 10:00 AM Central Time and extended as indicated below and above:

    - Tuesday, April 14, 2020 @ 10:00 AM Central Time

RECEIPT OF ADDENDUM NO.2 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name SYNNEX Corporation

Contact Person Daniel Brennan

Signature E-SIGNED by Daniel Brennan on 2020-04-17 19:38:56 GMT

Date April 17, 2020

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 3

Solicitation Number 20-08

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
Cyber Security Solutions and Associated Products and Services

SUBMITTAL DEADLINE: Tuesday, May 5, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 3 amends the Request for Proposals (RFP) for Cyber Security Solutions and Associated Products and Services ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Cyber Security Solutions and Associated Products and Services. Addendum No. 3 is hereby issued as follows:

1. **Submittal Deadline**: The submittal deadline for this RFP is hereby changed from Tuesday, April 14, 2020 @ 10:00 AM Central Time and extended as indicated below and above:

    - Tuesday, May 5, 2020 @ 10:00 AM Central Time

2. **Approval from Region 4 ESC**: Approval of contract award date is hereby changed from June 23, 2020 and extended as indicated below:

    - August 25, 2020 (*tentative and subject to change*)

E-SIGNED by Daniel Brennan on 2020-04-17 19:39:09 GMT

RECEIPT OF ADDENDUM NO.3 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name SYNNEX Corporation

Contact Person Daniel Brennan

Signature E-SIGNED by Daniel Brennan on 2020-04-17 19:39:13 GMT

Date April 17, 2020

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 4

Solicitation Number 20-08

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
Cyber Security Solutions and Associated Products and Services

SUBMITTAL DEADLINE: Tuesday, May 5, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 4 amends the Request for Proposals (RFP) for Cyber Security Solutions and Associated Products and Services ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Cyber Security Solutions and Associated Products and Services. Addendum No. 4 is hereby issued as follows:

1. **Proposal Format**: The submission requirement in Section 5 in the "Instructions to Offerors" in this RFP is hereby revised as follows:

   - The requirement for two (2) bound copies is waived.

   - Offeror must submit their complete response on two (2) electronic copies; pin/flash drives. Offeror must also submit two (2) electronic proposals free of propriety information to be posted, if awarded a Contract.

2. **Required Documents**

   - Any document requiring appearance before a notary shall be waived until a later date or upon Region 4 ESC request.

RECEIPT OF ADDENDUM NO. 4 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name SYNNEX Corporation

Contact Person Daniel Brennan

Signature E-SIGNED by Daniel Brennan on 2020-04-17 19:39:25 GMT

Date April 17, 2020

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 5

Solicitation Number 20-08

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
Cyber Security Solutions and Associated Products and Services

SUBMITTAL DEADLINE: Thursday, June 18, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 5 amends the Request for Proposals (RFP) for Cyber Security Solutions and Associated Products and Services ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Cyber Security Solutions and Associated Products and Services. Addendum No. 5 is hereby issued as follows:

1. **Submittal Deadline**: The submittal deadline for this RFP is hereby changed from Tuesday, May 5, 2020 @ 10:00 AM Central Time and extended as indicated below and above:

    - Thursday, June 18, 2020 @ 10:00 AM Central Time

RECEIPT OF ADDENDUM NO. 5 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name SYNNEX Corporation

Contact Person Daniel Brennan

Signature E-SIGNED by Daniel Brennan on 2020-07-09 18:50:25 GMT

Date July 09, 2020

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 6

Solicitation Number 20-08

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
Cyber Security Solutions and Associated Products and Services

SUBMITTAL DEADLINE: Tuesday, July 14, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 6 amends the Request for Proposals (RFP) for Cyber Security Solutions and Associated Products and Services ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Cyber Security Solutions and Associated Products and Services. Addendum No. 6 is hereby issued as follows:

1. **Submittal Deadline**: The submittal deadline for this RFP is hereby changed from Thursday, June 18, 2020 @ 10:00 AM Central Time and extended as indicated below and above:
    - Tuesday, July 14, 2020 @ 10:00 AM Central Time
2. **Approval from Region 4 ESC**: The contract approval date is hereby changed from Tuesday, June 23, 2020 to:
    - Tuesday, August 25, 2020
3. **Contract Effective Date**: The contract effective date is hereby changed from August 1, 2020 to:
    - October 1, 2020

RECEIPT OF ADDENDUM NO. 6 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name SYNNEX Corporation

Contact Person Daniel Brennan

Signature E-SIGNED by Daniel Brennan on 2020-05-22 08:28:15 EST

Date May 22, 2020

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

DocuSign Envelope ID: 899AFD5F-6759-41E4-97A5-9EDDC3D8ECC3

April 28, 2023

Mr. Daniel Brennan
jennifermce@synnex.com
Vice President & Senior Counsel
SYNNEX Corporation
39 Pelham Ridge Drive
Greenville, SC 29615

Re: Renewal Award of Contract #R200803

Dear Mr. Brennan:

Per official action taken by the Board of Directors of Region 4 Education Service Center on April 25, 2023, Region 4 ESC is pleased to announce that SYNNEX Corporation has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on July 14, 2020, and subsequent performance thereafter:

Contract

Cyber Security Solutions and Associated Products and Services

The contract will expire on September 30, 2024, completing the fourth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Deborah Bushnell, at (713) 554-7348 or deborah.bushnell@omniapartners.com.

The partnership between SYNNEX Corporation, Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:
Robert Zingelmann
30EE15BEEF1C4C6...

Robert Zingelmann
Chief Financial Officer, Finance and Operations Services

DocuSign Envelope ID: 899AFD5F-6759-41E4-97A5-9EDDC3D8ECC3

April 28, 2023

Mr. Daniel Brennan
jennifermce@synnex.com
Vice President & Senior Counsel
SYNNEX Corporation
39 Pelham Ridge Drive
Greenville, SC 29615

Re: Renewal Award of Contract #R200803

Dear Mr. Brennan:

Per official action taken by the Board of Directors of Region 4 Education Service Center on April 25, 2023, Region 4 ESC is pleased to announce that SYNNEX Corporation has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on July 14, 2020, and subsequent performance thereafter:

Contract

Cyber Security Solutions and Associated Products and Services

The contract will expire on September 30, 2024, completing the fourth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Deborah Bushnell, at (713) 554-7348 or deborah.bushnell@omniapartners.com.

The partnership between SYNNEX Corporation, Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:
Robert Zingelmann
30EE15BEEF1C4C6...

Robert Zingelmann
Chief Financial Officer, Finance and Operations Services

City Council Staff Report

DATE: **AUGUST 5, 2025**

TO: **HONORABLE MAYOR PRO TEM AND CITY COUNCIL**

FROM: **OPERATIONS DEPARTMENT**
FINANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2025-058, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AUTHORIZING THE CITY MANAGER'S SIGNATURE AUTHORITY OF UP TO $300,000 PER TRANSACTION FOR THE PURCHASE OF PERFORMERS OR ENTERTAINMENT SERVICES AND REPEALING RESOLUTION NO. CC 2023-058.**

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Resolution No. CC 2025-058, a Resolution of the City Council of the City of Palmdale authorizing the City Manager's signature authority of up to $300,000 per transaction for the purchase of performers or entertainment services and repealing Resolution 2023-058.

BACKGROUND

The City of Palmdale began hosting summer concerts at Marie Kerr Park in 1995, and with the construction of the Palmdale Amphitheater, summer concerts were relocated in 2005. Each year, the City of Palmdale purchases the services of various performers and entertainers to perform at special events and the Palmdale Playhouse; therefore, to secure entertainment services, establishing an appropriate signature authority policy is necessary.

DISCUSSION

Resolution No. CC 2023-058 was approved by the City Council in October of 2023, authorizing the City Manager's signature authority not to exceed $250,000 per transaction for performers and entertainment services.

With nationwide economic increases to the cost of doing business, performers retiring due to the pandemic, increased demand for entertainment as venues restore services, and new venues being established, the cost of entertainment has continued to rise. The City Manager's spending authority of $250,000 does not allow the City to expeditiously secure performances that exceed this amount, respond to market conditions, and quickly changing artist availability.

Without the ability to make financial offers to performers immediately, the City risks losing available performance dates to other purchasers and hindering the City's ability to take advantage of artist performances in our region.

This resolution will increase the City Manager's signature authority for performers or entertainment services up to $300,000 per transaction. This will allow the City to purchase a broader range of entertainment.

FISCAL IMPACT

$0; There is no fiscal impact associated with this action. Funds are budgeted and available in Contract Services, Concert Program accounts in Fiscal Year 2025-26.

STRATEGIC PLAN

Goal IV: Maintain a desirable community where everyone wants to live, work and play.

D. Develop and maintain diverse programs and events that inspire growth, pride, and lifelong learning.

Prepared by:	Janelle Samson, Director of Operations
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, City Manager Pro Tem
Approved as to form:	Alexandra Halfman, City Attorney

ATTACHMENTS
Reso. No. CC 2025-058 Signature Authority

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2025-058

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AUTHORIZING THE CITY MANAGER'S SIGNATURE AUTHORITY OF UP TO $300,000 PER TRANSACTION FOR THE PURCHASE OF PERFORMERS AND ENTERTAINERS AND REPEALING RESOLUTION NO. CC 2023-058.

WHEREAS, the City of Palmdale secures performers and entertainers at various venues and events each year; and

WHEREAS*,* the City Manager's spending authority limits the City's ability to expeditiously respond to market conditions and secure performances in a timely fashion; and

WHEREAS*,* increasing the City Manager's spending authorization will allow the City to broaden the scope of performers and entertainers and secure services in a timely manner; and

WHEREAS*,* the purchase of performers and entertainers are considered professional services and is addressed in the City's purchasing procedures; and

WHEREAS*,* the total entertainment budget for future fiscal years will be established by the City Council annually and shall not be exceeded by the City Manager*.*

NOW THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF PALMDALE DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

SECTION 1. Subject to the budget authorized by the City Council, the City Manager shall have signature authority up to $300,000 per transaction for the purchase of performers and entertainers.

SECTION 2. Future fiscal year funding for performers and entertainers will be approved by the City Council annually as part of the budget process.

SECTION 3. Resolution No. CC 2023-058 is repealed in its entirety.

SECTION 4. The City Clerk shall certify to the adoption of this resolution

PASSED, APPROVED and **ADOPTED** this 5th day of August 2025.

_____
Laura Bettencourt, Mayor Pro Tem

APPROVED AS TO FORM:

_____
Alexandra Halfman
City Attorney

ATTEST:

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of the City of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 5th day of August, 2025 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

City Council Staff Report

DATE: **AUGUST 5, 2025**

TO: **HONORABLE MAYOR PRO TEM AND CITY COUNCIL**

FROM: **OPERATIONS DEPARTMENT**
FINANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2025-060, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPOINTING KEN PULSKAMP AS INTERIM DIRECTOR OF PUBLIC SAFETY UNDER GOVERNMENT CODE SECTION 21221 (H)**

RECOMMENDATION

Staff recommend that the City Council:

1. Adopt Resolution No.CC 2025-060, a Resolution of the City Council of the City of Palmdale appointing Ken Pulskamp as Interim Director of Public Safety under Government Code Section 21221 (h).

BACKGROUND

The Director of Public Safety position became vacant in May 2025. In response, City staff issued a Request for Proposals (RFP) for executive recruitment services, resulting in a contract with Bob Murray & Associates. The firm has since launched the recruitment process for a permanent Director, with the position officially opening for applications on July 29, 2025. The California Public Employees' Retirement System (CalPERS) outlines specific requirements for hiring a retired annuitant to temporarily serve in vacant managerial, executive, or other unique positions, such as city manager, chief information officer, chief financial officer, police chief, director, department heads, etc.

Pursuant to Government Code Section 21221(h), the governing body of a public agency can appoint a retiree to work in a vacant position during the recruitment to permanently fill the vacancy or during an emergency to prevent the stoppage of public business. The governing body's appointment should explain the need for the particular retiree's hire, and there must be documentation that the governing body made the appointment in the form of a resolution, board minutes, etc.

DISCUSSION

In response to the City's immediate operational needs and in the best interest of the community, staff recommend proceeding with the appointment of an Interim Director of Public Safety. This interim appointment will fill the vacancy until a permanent candidate is selected through the recruitment process led by Bob Murray & Associates. Given the urgency of filling this critical leadership role and the specific qualifications needed, the interim position will be filled without conducting open recruitment.

The individual selected for this temporary appointment is Ken Pulskamp, a former City Manager with extensive experience in municipal governance and city operations. His expertise and familiarity with the unique needs of Palmdale will enable him to provide effective leadership from day one. The appointment will be temporary with a term ending six months from the hire date. It will fully comply with all applicable laws, regulations, and internal policies, including those governing CalPERS and public sector employment.

FISCAL IMPACT

$118,200; In accordance with CalPERS Law and Retired Annuitant requirements, salary must be in the regular salary range for the position. Step "F" of the Director classification ($121.32/hr) will be used as the rate of compensation for this appointment. The maximum expenditure for the retired annuitant Interim Director of Public Safety will be $118,200 and will be absorbed in the current Public Safety budget. Funds are budgeted and available in FY 2025-26.

STRATEGIC PLAN

Goal IV: Maintain a desirable community where everyone wants to live,work, and play.

C. Invest in staff and other human resource strategies to attract and retain a highly qualified, diverse, and creative workforce. Manage resources, costs, and liabilities to ensure the City's long-term fiscal health.

Prepared by:	Janelle Samson, Director of Operations
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, City Manager Pro Tem
Approved as to form:	Alexandra Halfman, City Attorney

ATTACHMENTS

Reso. No. CC 2025-060

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2025-060

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPOINTING KEN PULSKAMP AS INTERIM DIRECTOR OF PUBLIC SAFETY FOR THE CITY OF PALMDALE UNDER GOVERNMENT CODE SECTION 21221 (H)

WHEREAS, Code section 21221(h) of the Public Employees' Retirement Law permits the governing body to appoint a CalPERS retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

WHEREAS*,* the City Council of the City of Palmdale desires to appoint Ken Pulskamp as an interim appointment retired annuitant to the vacant position of Director of Public Safety for the City of Palmdale under Gov. Code section 21221(h), effective August 5, 2025; and

WHEREAS*,* the City Council of the City of Palmdale and Ken Pulskamp certify that Ken Pulskamp has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS*,* an appointment under Gov. Code section 21221(h) requires that the retiree be appointed into the interim appointment during recruitment for a permanent appointment; and

WHEREAS*,* the governing body has authorized the search for a permanent appointment on July 29, 2025; and

WHEREAS*,* this Gov. Code section 21221(h) appointment shall only be made once and therefore will end six (6) months post-hire date, or sooner if mutually agreed upon; and

WHEREAS*,* the entire employment agreement, contract or appointment document between Ken Pulskamp and the City of Palmdale has been reviewed by this body and is attached herein; and

WHEREAS*,* the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is $21,029 and the hourly equivalent is $121.32; the minimum base salary for this position is $16,474 and the hourly equivalent is $95.04; and

WHEREAS, the hourly rate paid to Ken Pulskamp will be $121.32; and

WHEREAS, Ken Pulskamp has not and will not receive any other benefit, incentive, compensation in lieu of benefit, or other form of compensation in addition to this hourly pay rate; and

NOW THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF PALMDALE DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

SECTION 1. The City Council of the City of Palmdale hereby certifies the nature of the appointment of Ken Pulskamp as described herein and detailed in the attached employment agreement/contract/appointment document, and that this appointment is necessary to fill the critically needed position of Director of Public Safety for the City of Palmdale in order to provide continuity of operation and leadership for the City of Palmdale while the City undergoes recruitment for the Director of Public Safety position.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED and **ADOPTED** this 5th day of August, 2025.

_____
Laura Bettencourt, Mayor Pro Tem

APPROVED AS TO FORM:

_____
Alexandra Halfman
City Attorney

ATTEST:

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of the City of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 5th day of August, 2025 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

City Council Staff Report

DATE: **AUGUST 5, 2025**

TO: **HONORABLE MAYOR PRO TEM AND CITY COUNCIL**

FROM: **PARKS AND RECREATION DEPARTMENT**

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2025-056, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE APPLICATION FOR LAND AND WATER CONSERVATION FUND FOR THE ARNIE QUINONES PROJECT**

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Resolution No. CC 2025-056, a Resolution of the City of Palmdale approving the application for Land and Water Conservation Fund for the Arnie Quinones Project; and,

2. Authorize the City Manager Pro Tem or his designee as the City's authorized signer for allocation of Land and Water Conservation funds for the Arnie Quinones Project; and,

3. Authorize City Manager Pro Tem or his designee to secure full project value within the City's approved budget.

BACKGROUND

The Land and Water Conservation Fund (LWCF) is an annual federally funded grant program administered by the California Department of Parks and Recreation since 1965. It provides matching funds to local agencies for the acquisition or development of public outdoor recreation areas and facilities. The primary goal of the program is to create new recreation opportunities for the health and wellness of Californians and to acquire new parkland acres in perpetuity. The program requires a 50% local match and supports projects that expand access to quality recreation opportunities. The 2025 grant cycle has $35,000,000 available with a maximum grant request of $6,000,000. Award announcements are scheduled for early 2026.

As part of the recent budget adoption for FY 25-26, City Council approved funding for the design phase of improvements to Arnie Quinones Park. Staff are proactively pursuing external funding opportunities to support future construction costs, including this grant application.

DISCUSSION

The City's Park and Recreation Master Plan identifies adding new components at existing parks where service levels are low and developing new park acres as both key objectives. Arnie Quinones Park improvements are identified in the Plan as a priority future capital improvement project and completing the development of the park aligns closely with the grant program objectives. The proposed project will support the City's ongoing efforts to enhance public spaces and provide inclusive, high-quality recreational amenities for residents of all ages and abilities.

To be eligible for LWCF funding, applicants must submit a formal resolution authorizing the grant application and designating a representative to act on the City's behalf. Adoption of this resolution confirms the City's commitment to the proposed project, compliance with program requirements, and the availability of matching funds.

FISCAL IMPACT

$11,971,850; If the grant is awarded, the City will be responsible for providing a 50% local match in the amount of $5,985,925. The remaining 50%, also $5,985,925, will be funded by the grant. Funding for the match will be provided through the General Fund and Measure AV.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

C. Plan and maintain safe and attractive neighborhoods, streets, facilities, and public spaces with exciting programming that promotes active fun for everyone.

Prepared by:	Keri Smith, Director of Parks and Recreation
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, City Manager Pro Tem
Approved as to form:	Alexandra Halfman, City Attorney

ATTACHMENTS

Reso. No. CC 2025-056

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2025-056

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE APPLICATION FOR LAND AND WATER CONSERVATION FUND FOR THE ARNIE QUINONES PARK PROJECT

WHEREAS, the Congress under Public Law 88-578 has authorized the establishment of a federal Land and Water Conservation Fund Grant-In-Aid program, providing matching funds to the State of California and its political subdivisions for acquiring lands and developing Facilities for public outdoor recreation purposes; and

WHEREAS*, the California Department of Parks and Recreation is responsible for administration of the program in the State, setting up necessary rules and procedures governing APPLICATIONS by local agencies under the program; and*

WHEREAS*, the APPLICANT certifies by resolution the approval of the APPLICATION and the availability of eligible MATCHING funds prior to submission of the APPLICATION to the State; and*

NOW THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF PALMDALE DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

1. Approves the filing of an APPLICATION for Land and Water Conservation Fund assistance for the proposed: Arnie Quinones Park Project
2. Certifies that the APPLICANT has reviewed, understands, and agrees to the General Provisions contained in the CONTRACT shown in the Grant Administration Guide; and
3. Agrees to abide by 54 U.S.C. §200305(f)(3) which requires, “No property acquired or developed with assistance under this section shall, without the approval of the National Secretary of the Interior, be converted to other than public outdoor recreation uses. The Secretary shall approve such conversion only if the Secretary finds it to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as the Secretary deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.”
4. Certifies that said agency has MATCHING funds from eligible source(s) and can finance 100 percent of the PROJECT, which up to half may be reimbursed; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
6. Appoints the City Manager, or their designee, the Director of Parks and Recreation, as agent of the APPLICANT to conduct all negotiations and execute

and submit all documents, including, but not limited to, APPLICATIONS, CONTRACTS, amendments, payment requests, and compliance with all applicable current state and federal laws which may be necessary for the completion for the aforementioned PROJECT.

The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 5th day of August, 2025.

_____
Laura Bettencourt, Mayor Pro Tem

APPROVED AS TO FORM:

_____
Alexandra Halfman
City Attorney

ATTEST:

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of the City of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 5th day of August, 2025 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

City Council Staff Report

DATE: **AUGUST 5, 2025**

TO: **HONORABLE MAYOR PRO TEM AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
MAINTENANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE REQUISITIONS WITH SITEONE LANDSCAPE SUPPLY LLC AND WILBUR-ELLIS COMPANY FOR FERTILIZER SUPPLIES IN A COMBINED TOTAL AMOUNT NOT TO EXCEED $474,000 FOR FISCAL YEAR 2025-26**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve Requisition No. 260069 with SiteOne Landscape Supply LLC for Fertilizer supplies in an amount not to exceed $207,000 for Fiscal Year 2025-26;

2. Authorize the City Manager Pro Tem or his designee to approve the requisition and resulting purchase order with SiteOne Landscape Supply LLC, including minimal and/or non-substantial changes;

3. Approve Requisition No. 260060 with Wilbur-Ellis Company for fertilizer supplies in an amount not to exceed $267,000 for Fiscal Year 2025-26; and,

4. Authorize the City Manager Pro Tem or his designee to approve the requisition and resulting purchase order with Wilbur-Ellis Company, including minimal and/or non-substantial changes.

BACKGROUND

The City Maintenance Division oversees more than 1,000 acres of landscaped areas across parks, the Transportation Center, Park and Ride facilities, Landscape Maintenance Districts, General Benefit Landscapes, and Fairway Business Park. Fertilizer supplies are critical to maintaining healthy vegetation and turf, supporting sustainable best management practices, and ensuring these public spaces remain safe, functional, and attractive.

DISCUSSION

In April 2024, the City issued Invitation for Bid No. 24-003-3610 to meet soil fertility needs. Four bids were received, with SiteOne Landscape Supply LLC and Wilbur-Ellis Company identified as the lowest responsive bidders. On August 7, 2024, the City Council approved purchase orders to both vendors for Fiscal Year 2024-25 to two optional one-year extensions.

Staff recommend exercising the first extension with each vendor for Fiscal Year 2025-26. This will ensure material availability for seasonal applications, mitigate potential cost increases, and maintain operational efficiency. The proposed amount is based on the vendor's current price schedule, historical usage, and projected program needs, and remains consistent with market conditions.

FISCAL IMPACT

$474,000; Includes $207,000 for SiteOne Landscape Supply LLC and $267,000 for Wilbur-Ellis Company. Funding is available in the Fiscal Year 2025–26 budget, and the cost will be covered by various accounts, including: General Benefit Landscape, Fairway Business Park, Landscape Maintenance Districts, Park Maintenance, Palmdale Transportation Center, Park & Rides, Park Maintenance, and Measure AV Park Improvements Funds.

STRATEGIC PLAN

Goal III. Invest in infrastructure to improve community livability.

A. Seek innovative, cost effective, customer focused methods of service delivery.

Prepared by:	Leonardo Torres, P.E., Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, City Manager Pro Tem
Approved as to form:	Alexandra Halfman, City Attorney

ATTACHMENTS

Req. No. 260069 with SiteOne Landscape Supply LLC
Req. No. 260060 with Wilbur-Ellis Company

Bill To	Requisition 00260069-00 FY 2026
FINANCE DEPARTMENT	
38300 SIERRA HWY	Acct No:
STE D	10133002-737107
PALMDALE, CA	Review:
93550	Buyer: mharris
	Status: Allocated Page 1

Vendor	Ship To
SITEONE LANDSCAPE SUPPLY, LLC	PUBLIC WORKS/MAINTENANCE
1385 EAST 36TH STREET	39110 3RD ST EAST
	PALMDALE, CA 93550
CLEVELAND, OH 44114	smontenegro@cityofpalmdaleca.gov
Tel#7472634255	Delivery Reference
	Smontenegro/Pwood

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/17/25	009056	07/24/25			PARK MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- THIS FY 2025-2026 BLANKET PURCHASE ORDER COMMENCING JULY 1, 2025 AND EXPIRING JUNE 30, 2026 IS THE RESULT OF IFB 24-003-3610 (MULTIPLE AWARD). ITEM PENDING CITY COUNCIL APPROVAL ON AUGUST 5, 2025.			
001	FERTILIZER SUPPLIES: PARK MAINTENANCE	120000.00 DL	1.00000	120000.00
	1 10133002-737107	120000.00		
002	FERTILIZER SUPPLIES: PALMDALE TRANSPORTATION CENTER (PTC)	1500.00 DL	1.00000	1500.00
	1 20333005-737107-3410	1500.00		
003	FERTILIZER SUPPLIES: PARK AND RIDES	1000.00 DL	1.00000	1000.00
	1 20333005-735100-3411	1000.00		
004	FERTILIZER SUPPLIES: LMDS	45000.00 DL	1.00000	45000.00
	1 25133003-737107-3610	45000.00		

Bill To	Requisition 00260069-00 FY 2026
FINANCE DEPARTMENT	
38300 SIERRA HWY	Acct No:
STE D	10133002-737107
PALMDALE, CA	Review:
93550	Buyer: mharris
	Status: Allocated Page 2

Vendor	Ship To
SITEONE LANDSCAPE SUPPLY, LLC	PUBLIC WORKS/MAINTENANCE
1385 EAST 36TH STREET	39110 3RD ST EAST
	PALMDALE, CA 93550
CLEVELAND, OH 44114	smontenegro@cityofpalmdaleca.gov
Tel#7472634255	Delivery Reference
	Smontenegro/Pwood

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/17/25	009056	07/24/25			PARK MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
005	FERTILIZER SUPPLIES: GENERAL BENEFIT LANDSCAPE	13000.00 DL	1.00000	13000.00
1	10133003-737107	13000.00		
006	FERTILIZER SUPPLIES: FAIRWAY BUSINESS PARK	1500.00 DL	1.00000	1500.00
1	10133003-737107-1087	1500.00		
007	SPORTS TURF SUPPLIES: PARK MAINTENANCE	25000.00 DL	1.00000	25000.00
1	10133002-732920	25000.00		

Requisition Link

Requisition Total 207000.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
10133002-732920	25000.00	23753325.01
10133002-737107	120000.00	23753325.01
10133003-737107	13000.00	23753325.01
10133003-737107-1087	1500.00	23753325.01
20333005-735100-3411	1000.00	23753325.01
20333005-737107-3410	1500.00	23753325.01
25133003-737107-3610	45000.00	23753325.01

Bill To	Requisition 00260060-00 FY 2026
FINANCE DEPARTMENT	
38300 SIERRA HWY	Acct No:
STE D	10133002-737107
PALMDALE, CA	Review:
93550	Buyer: mharris
	Status: Allocated Page 1

Vendor	Ship To
WILBUR-ELLIS COMPANY	PUBLIC WORKS/MAINTENANCE
2275 EAST LOCUST COURT	39110 3RD ST EAST
	PALMDALE, CA 93550
ONTARIO, CA 91761	smontenegro@cityofpalmdaleca.gov
Tel#909.930.5440	Delivery Reference
Fax 909.930.5444	Smontenegro/Pwood

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/16/25	005470	07/24/25			PARK MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- THIS FY 2025-2026 BLANKET PURCHASE ORDER COMMENCING JULY 1, 2025 AND EXPIRING JUNE 30, 2026 IS THE RESULT OF IFB 24-003-3610 (MULTIPLE AWARD). ITEM PENDING CITY COUNCIL APPROVAL ON AUGUST 5, 2025.			
001	FERTILIZER SUPPLIES: PARK MAINTENANCE	100000.00 DL	1.00000	100000.00
	1 10133002-737107	100000.00		
002	FERTILIZER SUPPLIES: PALMDALE TRANSPORTATION CENTER (PTC)	1500.00 DL	1.00000	1500.00
	1 20333005-737107-3410	1500.00		
003	FERTILIZER SUPPLIES: PARK AND RIDES	1000.00 DL	1.00000	1000.00
	1 20333005-735100-3411	1000.00		
004	FERTILIZER SUPPLIES: LMDS	45000.00 DL	1.00000	45000.00
	1 25133003-737107-3610	45000.00		

Bill To	Requisition 00260060-00 FY 2026
FINANCE DEPARTMENT	
38300 SIERRA HWY	Acct No:
STE D	10133002-737107
PALMDALE, CA	Review:
93550	Buyer: mharris
	Status: Allocated Page 2

Vendor	Ship To
WILBUR-ELLIS COMPANY	PUBLIC WORKS/MAINTENANCE
2275 EAST LOCUST COURT	39110 3RD ST EAST
	PALMDALE, CA 93550
ONTARIO, CA 91761	smontenegro@cityofpalmdaleca.gov
Tel#909.930.5440	Delivery Reference
Fax 909.930.5444	Smontenegro/Pwood

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/16/25	005470	07/24/25			PARK MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
005	FERTILIZER SUPPLIES: GENERAL BENEFIT LANDSCAPE	12000.00 DL	1.00000	12000.00
	1 10133003-737107	12000.00		
006	FERTILIZER SUPPLIES: FAIRWAY BUSINESS PARK	1500.00 DL	1.00000	1500.00
	1 10133003-737107-1087	1500.00		
007	GROUNDS SUPPLIES: PARKS	55000.00 DL	1.00000	55000.00
	1 10133002-732920	55000.00		
008	MAV SPORTS FIELD RENOVATIONS: PARKS	51000.00 DL	1.00000	51000.00
	1 P0109157-724525-4016	51000.00		

Bill To	Requisition 00260060-00 FY 2026
FINANCE DEPARTMENT	
38300 SIERRA HWY	Acct No:
STE D	10133002-737107
PALMDALE, CA	Review:
93550	Buyer: mharris
	Status: Allocated Page 3

Vendor	Ship To
WILBUR-ELLIS COMPANY	PUBLIC WORKS/MAINTENANCE
2275 EAST LOCUST COURT	39110 3RD ST EAST
	PALMDALE, CA 93550
ONTARIO, CA 91761	smontenegro@cityofpalmdaleca.gov
Tel#909.930.5440	Delivery Reference
Fax 909.930.5444	Smontenegro/Pwood

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/16/25	005470	07/24/25			PARK MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			267000.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
10133002-732920	55000.00	23960325.01
10133002-737107	100000.00	23960325.01
10133003-737107	12000.00	23960325.01
10133003-737107-1087	1500.00	23960325.01
20333005-735100-3411	1000.00	23960325.01
20333005-737107-3410	1500.00	23960325.01
25133003-737107-3610	45000.00	23960325.01
P0109157-724525-4016	51000.00	923410.00

City Council Staff Report

DATE: **AUGUST 5, 2025**

TO: **HONORABLE MAYOR PRO TEM AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
MAINTENANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE REQUISITION WITH SITEONE LANDSCAPE SUPPLY LLC FOR IRRIGATION AND WATER CONSERVATION SUPPLIES IN AN AMOUNT NOT TO EXCEED $380,000 FOR FISCAL YEAR 2025-26**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve Requisition No. 260058 with SiteOne Landscape Supply LLC for irrigation and water conservation supplies in an amount not to exceed $380,000 for Fiscal Year 2025-26; and,

2. Authorize the City Manager Pro Tem or his designee to approve the requisition and resulting purchase order with SiteOne Landscape Supply LLC, including minimal and/or non-substantial changes.

BACKGROUND

The City's Maintenance Division manages over 1,000 acres of landscaped areas, including parks, the Transportation Center, Park and Ride facilities, Landscape Maintenance Districts, General Benefit Landscapes, and Fairway Business Park. Efficient irrigation systems are crucial to maintain healthy vegetation and turf, conserving water, and ensuring public spaces remain safe, attractive, and functional. Key supplies such as nozzles, bubblers, valves, piping, controllers, and enclosures are vital to supporting system performance and implementing sustainable landscape practices.

DISCUSSION

In April 2024, the City issued Invitation for Bid No. 24-004-3610 to meet ongoing irrigation and water conservation needs. Two bids were received, and SiteOne Landscape Supply LLC, a local vendor, was the lowest responsive bidder. On August

7, 2024, the City Council approved a $284,000 purchase order for Fiscal Year 2024-25. The contract includes two optional one-year extensions.

Staff recommends exercising the first extension for Fiscal Year 2025-26. Access to these supplies will help correct inefficiencies, improve system performance, establish accurate flow rates, optimize water use, and support advanced irrigation features such as flow monitoring and run-time adjustments. Partnering with a local vendor also improves delivery times and service responsiveness.

FISCAL IMPACT

$380,000; Sufficient funds are budgeted for the FY 2025-26 budget, and the cost will be covered by various accounts, including: General Benefit Landscape, Fairway Business Park, Landscape Maintenance Districts, Park Maintenance, Palmdale Transportation Center, Park & Rides, and Measure AV Park Improvements Funds.

STRATEGIC PLAN

Goal III. Invest in infrastructure to improve community livability.

A. Seek innovative, cost effective, customer focused methods of service delivery.

Prepared by:	Leonardo Torres, P.E., Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, City Manager Pro Tem
Approved as to form:	Alexandra Halfman, City Attorney

ATTACHMENTS

Req. No. 260058 with SiteOne Landscape Supply LLC

Bill To	Requisition 00260058-00 FY 2026
FINANCE DEPARTMENT	
38300 SIERRA HWY	Acct No:
STE D	101 -3-33-3300-300-0000-33002-734110-
PALMDALE, CA	Review:
93550	Buyer: mharris
	Status: Allocated Page 1

Vendor	Ship To
SITEONE LANDSCAPE SUPPLY, LLC	PUBLIC WORKS/MAINTENANCE
1385 EAST 36TH STREET	39110 3RD ST EAST
	PALMDALE, CA 93550
CLEVELAND, OH 44114	pwood@cityofpalmdaleca.gov
Tel#7472634255	Delivery Reference
	pwood/smontenegro

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/16/25	009056	08/11/25			LANDSCAPE MAINTENANCE -97-1

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	THIS FY 2025-2026 BLANKET PURCHASE ORDER COMMENCING JULY 1, 2025 AND EXPIRING JUNE 30, 2026 IS THE RESULT OF IFB 24-004-3610. ITEM PENDING CITY COUNCIL APPROVAL ON AUGUST 5, 2025.			
001	IRRIGATION AND WATER CONSERVATION SUPPLIES: PARK MAINTENANCE	1.00 DL	160000.00000	160000.00
	1 101 -3-33-3300-300-0000-33002-734110-			160000.00
002	IRRIGATION AND WATER CONSERVATION SUPPLIES: PALMDALE TRANSPORTATION CENTER (PTC)	1.00 DL	13000.00000	13000.00
	1 203 -3-33-3300-300-0000-33005-734110-3410			13000.00
003	IRRIGATION AND WATER CONSERVATION SUPPLIES: PARK AND RIDES	1.00 DL	13000.00000	13000.00
	1 203 -3-33-3300-300-0000-33005-734110-3411			13000.00
004	IRRIGATION AND WATER CONSERVATION SUPPLIES: LMDS	1.00 DL	130000.00000	130000.00
	1 251 -3-33-3300-300-0000-33003-734110-3610			130000.00

Bill To	Requisition 00260058-00 FY 2026
FINANCE DEPARTMENT	
38300 SIERRA HWY	Acct No:
STE D	101 -3-33-3300-300-0000-33002-734110-
PALMDALE, CA	Review:
93550	Buyer: mharris
	Status: Allocated

Vendor	Ship To
SITEONE LANDSCAPE SUPPLY, LLC	PUBLIC WORKS/MAINTENANCE
1385 EAST 36TH STREET	39110 3RD ST EAST
	PALMDALE, CA 93550
CLEVELAND, OH 44114	pwood@cityofpalmdaleca.gov
Tel#7472634255	Delivery Reference
	pwood/smontenegro

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/16/25	009056	08/11/25			LANDSCAPE MAINTENANCE -97-1

LN	Description / Account	Qty	Unit Price	Net Price
005	IRRIGATION AND WATER CONSERVATION SUPPLIES: GENERAL BENEFIT LANDSCAPE	1.00 DL	25000.00000	25000.00
	1 101 -3-33-3300-300-0000-33003-734110-			25000.00
006	IRRIGATION AND WATER CONSERVATION SUPPLIES: FAIRWAY BUSINESS PARK	1.00 DL	4000.00000	4000.00
	1 101 -3-33-3300-300-0000-33003-734110-1087			4000.00
007	Parks ENAHANCEMENTS	1.00 DL	35000.00000	35000.00
	1 157 -P-39-3900-300-0109-00000-724525-4016			35000.00

Requisition Link

Requisition Total 380000.00

***** General Ledger Summary Section *****

Account			Amount	Remaining Budget
101 -3-33-3300-300-0000-33002-734110-			160000.00	24313825.01
PARK MAINTENANCE	SUPPLIES-IRRIGATION			
101 -3-33-3300-300-0000-33003-734110-			25000.00	24313825.01
LANDSCAPE MAINTENANCE	SUPPLIES-IRRIGATION			

Bill To	Requisition 00260058-00 FY 2026
FINANCE DEPARTMENT 38300 SIERRA HWY STE D PALMDALE, CA 93550	Acct No: 101 -3-33-3300-300-0000-33002-734110- Review: Buyer: mharris Status: Allocated Page 3

Vendor	Ship To
SITEONE LANDSCAPE SUPPLY, LLC 1385 EAST 36TH STREET CLEVELAND, OH 44114 Tel#7472634255	PUBLIC WORKS/MAINTENANCE 39110 3RD ST EAST PALMDALE, CA 93550 pwood@cityofpalmdaleca.gov Delivery Reference pwood/smontenegro

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/16/25	009056	08/11/25			LANDSCAPE MAINTENANCE -97-1

Account		Amount	Remaining Budget
101 -3-33-3300-300-0000-33003-734110-1087		4000.00	24313825.01
LANDSCAPE MAINTENANCE	SUPPLIES-IRRIGATION		
203 -3-33-3300-300-0000-33005-734110-3410		13000.00	24313825.01
FACILITIES - TRANSPORTATION	SUPPLIES-IRRIGATION		
203 -3-33-3300-300-0000-33005-734110-3411		13000.00	24313825.01
FACILITIES - TRANSPORTATION	SUPPLIES-IRRIGATION		
251 -3-33-3300-300-0000-33003-734110-3610		130000.00	24313825.01
LANDSCAPE MAINTENANCE	SUPPLIES-IRRIGATION		
157 -P-39-3900-300-0109-00000-724525-4016		35000.00	974410.00
SPORTS FIELD MAINTENANCE	CAPITAL PROJECT PROF SERVICES		

Authorized By: _____ Date: _____
Signature

City Council Staff Report

DATE: **AUGUST 5, 2025**

TO: **HONORABLE MAYOR PRO TEM AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
CAPITAL IMPROVEMENT PROGRAM DIVISION

DISTRICT: **1**

SUBJECT: **ACCEPT NOTICE OF COMPLETION (NOC) FOR PN 867/868, TRAFFIC SIGNAL MODIFICATION AT AVENUE M AND 20TH/30TH ST. EAST PROJECT**

RECOMMENDATION

Staff recommend that the City Council:

1. Accept the NOC for PN 867/868, the completed Traffic Signal Modification at Avenue M and 20th/30th St. East Project; and,

2. Authorize the City Manager Pro Tem or his designee to file the NOC and release the security for the completed traffic signal improvements.

BACKGROUND

Project No. 867/868 Traffic Signal Modification Project at the intersections of Avenue M and 20th Street & Avenue M and 30th Street East included:

- New traffic signal poles, LEDs that include traffic signal head and safety lights, and yellow retroreflective backplates;
- New left turn traffic pattern phasing;
- New ADA-compliant ramps and push buttons; and,
- Street paving and high-visibility crosswalk upgrades.

These upgrades improve safety and accessibility for pedestrians and drivers.

DISCUSSION

The NOC is presented by Section 16.110.060 of Palmdale's Municipal Code. This action will accept the roadway improvements as complete and initiate the City's release of applicable securities posted for this project by the City's subdivision regulations.

FISCAL IMPACT

$0; There is no immediate fiscal impact associated with accepting this action; however, upon accepting the project, the City assumes responsibility for the ongoing maintenance of the improved infrastructure. The project cost totaled $1,506,206.89 and was funded using Measure M, Local Return funds.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

C. Plan and maintain safe and attractive neighborhoods, streets, facilities, and public spaces with exciting programming that promotes active fun for everyone.

Prepared by:	Leonardo Torres, P.E. Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, City Manager Pro Tem
Approved as to form:	Alexandra Halfman, City Attorney

ATTACHMENTS

NOC
Project Photos

RECORDING REQUESTED BY:
City of Palmdale
Public Works Department

WHEN RECORDED MAIL TO:
City of Palmdale
Office of the City Clerk
38300 Sierra Highway, Suite C
Palmdale, CA 93550

PURSUANT TO CIVIL CODE SECTION
C.C. 3093

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. The City of Palmdale, a municipal corporation, is the owner in fee of certain public improvements known as Traffic Signal Modification at Avenue M and 20th/30th St. East, City Project Number PN 867/868.

2. The City's address is 38300 Sierra Highway, Palmdale, California 93550.

3. The general location of said public improvement is around Avenue M and 20th/30th St. East, including Site 2 Road, Palmdale, California 93350.

4. On May 1, 2024, a construction contract for said public improvement was awarded to Comet Electric, Inc., 21625 Prairie Street, Chatsworth, CA 91311.

5. Work under said contract was completed on July 14, 2025, to the satisfaction of the City of Palmdale, and the City hereby accepts the project as complete.

Dated: August 5, 2025

Lee Torres, Director of Public Works
City of Palmdale

VERIFICATION

I, the undersigned, say: I am the Director of Public Works, the declarant of the foregoing notice of completion; I have read the said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 5, 2025, in the City of Palmdale, California.

Lee Torres, Director of Public Works

NOTICE OF COMPLETION
Avenue M, 20th & Site 2 RD & 30th St East

3 Traffic Signal Modifications





COMPLETED PUBLIC IMPROVEMENTS

Avenue M & 20th St East & Site 2 Rd





COMPLETED PUBLIC IMPROVEMENTS

Avenue M & 30th St East





City Council Staff Report

DATE: **AUGUST 5, 2025**

TO: **HONORABLE MAYOR PRO TEM AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
CAPITAL IMPROVEMENT PROGRAM DIVISION

DISTRICT: **ALL**

SUBJECT: **ACCEPT NOTICE OF COMPLETION (NOC) FOR PN 902 ESCO ENERGY PROJECT**

RECOMMENDATION

Staff recommend that the City Council:

1. Accept the NOC for PN 902, the completed ESCO Energy Project; and,

2. Authorize the City Manager Pro Tem or his designee to file the NOC and release the security for the completed public street improvements.

BACKGROUND

Project No. 902, the ESCO Energy Project, delivered significant energy efficiency upgrades across multiple City facilities. Key improvements included the installation of 85 new sports field lights, 23 new HVAC units, and more than 3,500 new interior and exterior LED light fixtures.

Project Highlights:

- **Sports Field Lighting Installation (85 lights):**
  - 26 lights - Pelona Vista Park
  - 13 lights - Domenic Massari Park
  - 46 lights - Marie Kerr Park

- **LED Lighting Upgrades (Interior & Exterior) (3,500 fixtures):**
  - City Hall, Development Services, Legacy Commons, Maintenance Facility, SAVES, DryTown Water Park, and Palmdale Playhouse

- **HVAC System and Controls Upgrades (23 units):**
  - City Hall, Development Services, Aero Complex, SAVES, Desert Sands Park, and the Palmdale Library.

- **Smart Irrigation Control System Upgrades:**
  - 20+ City sites including Domenic Massari Park, Sam Yellen Park, DryTown Water Park, Oasis Recreation Center, Joshua Hills Park, Heritage Airpark, and others.
  - These smart systems use real-time data to optimize water use based on weather, soil, and plant conditions, reducing waste and supporting plant health.

Technology Highlights:

- **Smart Irrigation Controls:** Automate watering based on environmental data, minimizing water waste and improving landscape health. Remotely managed via apps or workstations.

- **Automation Logic Controls for HVAC:** Use sensors and algorithms to regulate temperature, humidity, and airflow in real-time, enhancing energy efficiency and occupant comfort. Integrates with smart thermostats and building management systems for remote control.

There is an estimated annual energy savings of $19,758.00 and the incentive received from Southern California Edison is $13,959.00. These upgrades contribute to long-term operational savings, reduced energy consumption, and enhanced sustainability across City facilities.

DISCUSSION

The NOC is presented by Section 16.110.060 of Palmdale's Municipal Code. This action will accept the energy efficiency improvements as complete and initiate the City's release of applicable securities posted for this project by the City's subdivision regulations.

FISCAL IMPACT

$0; There is no fiscal impact associated with this action. There will be ongoing operational and maintenance costs associated with the acceptance of this project. Project cost totaled $15,336,605 and was funded using General Fund, American Rescue Plan Act (ARPA), and Measure AV funds.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

C. Plan and maintain safe and attractive neighborhoods, streets, facilities, and public spaces with exciting programming that promotes active fun for everyone.

Prepared by:	Leonardo Torres, P.E. Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, City Manager Pro Tem
Approved as to form:	Alexandra Halfman, City Attorney

ATTACHMENTS

NOC

RECORDING REQUESTED BY:
City of Palmdale
Public Works Department

WHEN RECORDED MAIL TO:
City of Palmdale
Office of the City Clerk
38300 Sierra Highway, Suite C
Palmdale, CA 93550

PURSUANT TO CIVIL CODE SECTION
C.C. 3093

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. The City of Palmdale, a municipal corporation, is the owner in fee of certain public improvements known as the ESCO Energy Project, City Project Number PN 902.

2. The City's address is 38300 Sierra Highway, Palmdale, California 93550.

3. The locations of said public improvements were in multiple City facilities and parks in Palmdale, California 93350.

4. On October 10, 2022, a construction contract for said public improvement was awarded to Schneider Electric, PO Box 841868, Dallas, TS 75284-1868.

5. Work under said contract was completed on June 9, 2025, to the satisfaction of the City of Palmdale, and the City hereby accepts the project as complete.

Dated: August 5, 2025

Lee Torres, Director of Public Works
City of Palmdale

VERIFICATION

I, the undersigned, say: I am the Director of Public Works, the declarant of the foregoing notice of completion; I have read the said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 5, 2025, in the City of Palmdale, California.

Lee Torres, Director of Public Works

City Council Staff Report

DATE: **AUGUST 5, 2025**

TO: **HONORABLE MAYOR PRO TEM AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
MAINTENANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE REQUISITION WITH BOETHING TREELAND FARMS, INC. FOR WHOLESALE PLANT MATERIALS IN AN AMOUNT NOT TO EXCEED $137,500 FOR FISCAL YEAR 2025-26**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve Requisition No. 260059 with Boething Treeland Farms, Inc. for wholesale plant materials in an amount not to exceed $137,500 for Fiscal Year 2025-26; and,

2. Authorize the City Manager Pro Tem or his designee to approve the requisition and resulting purchase order with Boething Treeland Farms, Inc., including minimal and/or non-substantial changes.

BACKGROUND

The City's Maintenance Division manages over 1,000 acres of landscaped areas throughout parks, the Transportation Center, Park and Ride facilities, Landscape Maintenance Districts, General Benefit areas, and Fairway Business Park. To keep these public spaces safe, attractive, and well-maintained, wholesale plant materials – such as trees, shrubs, and ground cover – are used for citywide beautification efforts, seasonal replacements, and restoration of damaged landscapes. Over the past year, the City planted more than 4,600 plants and nearly 200 trees as part of these ongoing operations. Enhancing municipal green spaces supports these efforts and contributes to improved quality of life for residents and visitors alike.

DISCUSSION

To support continued landscape restoration and enhancement, the City issued Invitation for Bid No. 25-001-3610 in August 2024 for wholesale plant materials. Boething Treeland Farms, Inc., was the sole responsive bidder. On October 21, 2024, the City

Manager approved a $115,548 purchase order for Fiscal Year 2024-25. The contract includes two optional one-year extensions.

Staff recommends exercising the first extension for Fiscal Year 2025-26. Sourcing materials from a local nursery distributor offers several benefits, including cost savings, reliable availability, a broader selection of regionally acclimated plants, expert support from certified professionals, and higher plant health and quality assurance.

The proposed amount is based on the vendor's current pricing, site conditions, and projected renovation and beautification needs, and remains consistent with market rates.

FISCAL IMPACT

$137,500; Sufficient funds are budgeted for the FY2025-26 budget, and the cost will be covered by various accounts, including: General Benefit Landscape, Fairway Business Park, Landscape Maintenance Districts, Park Maintenance, Palmdale Transportation Center, and Park & Rides Funds.

STRATEGIC PLAN

Goal III. Invest in infrastructure to improve community livability.

A. Seek innovative, cost effective, customer focused methods of service delivery.

Prepared by:	Leonardo Torres, P.E., Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, City Manager Pro Tem
Approved as to form:	Alexandra Halfman, City Attorney

ATTACHMENTS

Req. No. 260059 with Boething Treeland Farms, Inc.

Bill To	Requisition 00260059-00 FY 2026
FINANCE DEPARTMENT 38300 SIERRA HWY STE D PALMDALE, CA 93550	Acct No: 101 -3-33-3300-300-0000-33002-737106- Review: Buyer: mharris Status: Allocated Page 1

Vendor	Ship To
BOETHING TREELAND FARMS, INC. 23475 LONG VALLEY ROAD WOODLAND HILLS, CA 91367 Tel#818-316-2032 Fax 818-712-6979	PUBLIC WORKS/MAINTENANCE 39110 3RD ST EAST PALMDALE, CA 93550 pwood@cityofpalmdaleca.gov Delivery Reference pwood/smontenegro

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/16/25	003461	08/11/25			LANDSCAPE MAINTENANCE -97-1

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- THIS FY 2025-2026 BLANKET PURCHASE ORDER COMMENCING JULY 1, 2025 AND EXPIRING JUNE 30, 2026 IS THE RESULT OF IFB IFB 25-001-3610.THE TERM IS ONE YEAR WITH AN ADDITIONAL ONE YEAR OPTION TO EXTEND. ITEM PENDING CITY COUNCIL APPROVAL ON AUGUST 5, 2025.			
001	TREE, SHRUB, AND PLANT MATERIALS - PARKS	1.00 DL	30000.00000	30000.00
	1 101 -3-33-3300-300-0000-33002-737106-			30000.00
002	TREE, SHRUB AND PLANT MATERIALS - PTC	1.00 DL	25000.00000	25000.00
	1 203 -3-33-3300-300-0000-33005-737106-3410			25000.00
003	TREE, SHRUB AND PLANT MATERIALS - PARK N RIDES	1.00 DL	4500.00000	4500.00
	1 203 -3-33-3300-300-0000-33005-737106-3411			4500.00
004	TREE, SHRUB AND PLANT MATERIALS - LMD	1.00 DL	50000.00000	50000.00
	1 251 -3-33-3300-300-0000-33003-737106-3610			50000.00

Bill To	Requisition 00260059-00 FY 2026
FINANCE DEPARTMENT	
38300 SIERRA HWY	Acct No:
STE D	101 -3-33-3300-300-0000-33002-737106-
PALMDALE, CA	Review:
93550	Buyer: mharris
	Status: Allocated

Vendor	Ship To
BOETHING TREELAND FARMS, INC.	PUBLIC WORKS/MAINTENANCE
23475 LONG VALLEY ROAD	39110 3RD ST EAST
	PALMDALE, CA 93550
WOODLAND HILLS, CA 91367	pwood@cityofpalmdaleca.gov
Tel#818-316-2032	Delivery Reference
Fax 818-712-6979	pwood/smontenegro

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/16/25	003461	08/11/25			LANDSCAPE MAINTENANCE -97-1

LN	Description / Account	Qty	Unit Price	Net Price
005	TREE, SHRUB AND PLANT MATERIALS - GEN BEN	1.00 DL	25000.00000	25000.00
1	101 -3-33-3300-300-0000-33003-737106-			25000.00
006	TREE, SHRUB AND PLANT MATERIALS - FBP	1.00 DL	3000.00000	3000.00
1	101 -3-33-3300-300-0000-33003-737106-1087			3000.00

Requisition Link

Requisition Total 137500.00

***** General Ledger Summary Section *****

Account		Amount	Remaining Budget
101 -3-33-3300-300-0000-33002-737106-		30000.00	24176325.01
PARK MAINTENANCE	PRGM SUPPLIES-PLANT REPLACEMNT		
101 -3-33-3300-300-0000-33003-737106-		25000.00	24176325.01
LANDSCAPE MAINTENANCE	PRGM SUPPLIES-PLANT REPLACEMNT		
101 -3-33-3300-300-0000-33003-737106-1087		3000.00	24176325.01
LANDSCAPE MAINTENANCE	PRGM SUPPLIES-PLANT REPLACEMNT		
203 -3-33-3300-300-0000-33005-737106-3410		25000.00	24176325.01
FACILITIES - TRANSPORTATION	PRGM SUPPLIES-PLANT REPLACEMNT		
203 -3-33-3300-300-0000-33005-737106-3411			

Bill To	Requisition 00260059-00 FY 2026
FINANCE DEPARTMENT	
38300 SIERRA HWY	Acct No:
STE D	101 -3-33-3300-300-0000-33002-737106-
PALMDALE, CA	Review:
93550	Buyer: mharris
	Status: Allocated Page 3

Vendor	Ship To
BOETHING TREELAND FARMS, INC.	PUBLIC WORKS/MAINTENANCE
23475 LONG VALLEY ROAD	39110 3RD ST EAST
	PALMDALE, CA 93550
WOODLAND HILLS, CA 91367	pwood@cityofpalmdaleca.gov
Tel#818-316-2032	Delivery Reference
Fax 818-712-6979	pwood/smontenegro

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/16/25	003461	08/11/25			LANDSCAPE MAINTENANCE -97-1

Account	Amount	Remaining Budget
	4500.00	24176325.01
FACILITIES - TRANSPORTATION PRGM SUPPLIES-PLANT REPLACEMNT 251 -3-33-3300-300-0000-33003-737106-3610		
	50000.00	24176325.01
LANDSCAPE MAINTENANCE PRGM SUPPLIES-PLANT REPLACEMNT		

Authorized By: _____ Date: _____
Signature

City Council Staff Report

DATE: **AUGUST 5, 2025**

TO: **HONORABLE MAYOR PRO TEM AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
INNOVATION & ENVIRONMENTAL DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE THE ENERGY FOR PALMDALE'S INDEPENDENT CHOICE (EPIC) RESIDENTIAL PEAK DEMAND RESPONSE INCENTIVE PROGRAM**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve the EPIC Residential Peak Demand Response Incentive Program; and,

2. Authorize the City Manager Pro Tem or his designee to negotiate and execute program contracts and policies, if applicable, including minimal and non-substantial changes.

BACKGROUND

On December 4, 2018, the City Council adopted Resolution No. CC 2018-087 establishing the City's Community Choice Aggregation (CCA) Program, Energy for Palmdale's Independent Choice (EPIC). They also approved the submittal of an Implementation Plan (Plan) in accordance with Public Utilities Code Section 366.2(c). The Plan was certified by the California Public Utilities Commission (CPUC) Energy Division on February 28, 2019, and EPIC successfully began serving customers on October 1, 2022.

EPIC's goal is to provide renewable energy at competitive rates and support California's clean energy goals through innovative programs, advanced technologies, and grid improvements that benefit local residents. The current actions before the City Council help further this mission.

On November 11, 2023, CalChoice and Participate.Energy (P.E.) presented the EPIC Power Choice Program to the Palmdale City Council. Created in partnership with Tesla, the program offers residents solar panels and battery storage with no upfront costs or credit checks. The City Council approved the plan, making it easier for the community to access clean energy. Residents can now save on energy bills, have backup power, and take part in grid services. The program officially launched for all homes on May 16, 2024.

The Power Choice Program advances the solar market by making it more accessible for everyone by removing consumer credit checks, requiring no upfront costs, and offering low energy rates. The program was designed to help customers save on their monthly energy bills, maintain reliable backup power in the event of outages, and support EPIC in reducing grid stress during peak demand periods.

DISCUSSION

While the EPIC Power Choice Program has been helpful for most residents, its structure did not present a financially logical option for California Alternate Rates for Energy (CARE) customers. CARE is a program that provides income-qualified households with discounted utility rates. Many CARE customers found that participating in the standard program could result in higher monthly costs compared to their existing CARE benefits.

To fix this, the City launched EPIC Power Choice CARE in April 2025. This version of the program is tailored for income-qualified residents and offers solar and battery systems at about half the cost of the standard program, with no upfront payments or credit checks. It's supported by the California Public Utilities Commission's Self-Generation Incentive Program (SGIP) and includes help with enrollment, tech support, and funding for upgrades.

As part of SGIP rules, customers must also join a Demand Response (DR) program for at least five years. DR programs reward customers for using less electricity during high-demand times.

To meet this requirement, the City created the EPIC Residential Peak Demand Response Incentive Program**,** which offers:

- Lower energy rates when no DR events are happening.
- Bonus rate incentives during peak times (typically 4–9 pm).
- Extra charges for grid use during DR events to encourage energy savings or battery use.

Up to 15 DR events may be called each year. These efforts help reduce strain on the power grid, avoid outages, and limit the use of polluting backup power plants.

FISCAL IMPACT

$0; There is no fiscal impact on the General Fund. The incentive program is designed to help residential customers lower their electricity bills by offering reduced energy rates in the summer months. In return, customers are asked to shift or reduce their energy use on called peak energy days when grid demand is forecasted to be high.

STRATEGIC PLAN

Goal II: Ensure long-term fiscal health of the City and maintain funding for services.

B. Manage resources, costs, and liabilities to ensure the City's long-term fiscal Health.

Goal III: Invest in infrastructure to improve community livability.

B. Implement and administer environmentally sustainable programs.

Prepared by:	Leonardo Torres, P.E., Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, City Manager Pro Tem
Approved as to form:	Alexandra Halfman, City Attorney

ATTACHMENTS

EPIC FlexWise Terms and Conditions Draft

ENERGY FOR PALMDALE'S INDEPENDENT CHOICE

FLEXWISE

Residential Program Participants Schedule

Welcome to FlexWise, Palmdale's peak load reduction demand response program ("Program")

Program Applicability:

This Program schedule is optional for EPIC residential customers on rates TOU-D-PRIME, TOU-D-4, and TOU-D-5 who have an interval meter, or an Edison SmartConnect meter installed and program ready.

General terms and conditions:

Participants must meet the following eligibility requirements to participate in the Program:

1. You must be an ENERGY FOR PALMDALE'S INDEPENDENT CHOICE ("EPIC") electricity account holder.
2. You must be on a residential rate for the duration of the Program.
3. Customers on Medical Baseline discount are not eligible for the Program.
4. You must be at least eighteen (18) years old.
5. The service account must be serviced by a Southern California Edison (SCE)-approved smart meter ("Smart Meter").
6. Your account may not be enrolled in SCE's Summer Discount Program (SDP), other SCE Demand Response (DR) programs, or any other third-party DR programs. Customers enrolled in any of these programs must disenroll prior to enrolling in the EPIC program.
7. In all cases, you must have an online SCE account, which will be able to give EPIC access to your meter data pursuant to SCE Rule 24. If you do not have an SCE login, you will be prompted to create one before you can sign up for the Program.
8. You must agree to and comply with these Terms and Conditions.

Territory:

Program available to EPIC customers served within the entire territory served.

Special Conditions:

FlexWise is an event-based pricing option which provides bill credits during summer Non-Event Credit Periods and incremental bill charges for load service by EPIC during FlexWise Event Charge Periods. No FlexWise credits will be provided for exported generation, i.e., energy produced and exported by the customer's generating facility, during FlexWise Non-Event Periods.

ENERGY FOR PALMDALE'S INDEPENDENT CHOICE

FLEXWISE

Residential Program Participants Schedule

(continued)

Applicable rate periods are defined as follows:

a. FlexWise Event Periods:

FlexWise Event Energy Charge Periods:	4:00 p.m. to 9:00 p.m. Summer and Winter days during a FlexWise Event only.
FlexWise Non-event Demand Credit Periods:	4:00 p.m. to 9:00 p.m. Summer Season when a FlexWise Event is NOT occurring.

b. FlexWise Events: EPIC may, at its discretion, call a FlexWise Event any day. FlexWise Events will be called based on any of the following criteria:
   1) California Independent System Operator (CAISO) Alert or Warning Notice,
   2) Forecasts of SCE system emergencies – may be declared at the generation, transmission, or distribution level
   3) Forecasts of extreme or unusual temperature conditions impacting system demand
   4) Day-ahead load and/or price forecasts

c. Number of FlexWise Events: There will be a minimum of 12 FlexWise events and a maximum of 15 FlexWise Events per calendar year.

d. Notification of FlexWise Event: EPIC will notify customers of a FlexWise Event via EPIC's notification system. Customers are responsible for providing EPIC with contact information consisting of a telephone number, electronic mail address, and/or SMS text number for notification of Events. Customers are responsible for updating customer contact information as necessary. EPIC will begin to notify customers no later than 3:00 p.m. the day before a FlexWise Event. Customers are responsible for all charges incurred during a FlexWise Event, even if notice is not received. Customers who fail to provide the necessary contact information prior to FlexWise Events are responsible for all charges incurred during FlexWise Events.

e. Participation in other Programs: Only EPIC customers shall be served under schedule FlexWise. Medical Baseline customers and Customers served under DM, DMS-1, DMS-2, TOU-EV-1, and S, are not eligible for service under this Schedule. Customers served under this schedule are not eligible to dually enroll in any demand response program offered by EPIC or any third-party administered demand response program.

DRAFT

ENERGY FOR PALMDALE'S INDEPENDENT CHOICE
FLEXWISE
Residential Program Participants Schedule

(continued)

Holidays are New Year's Day (January 1), Presidents' Day (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veterans Day (November 11), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

When any holiday listed above falls on Sunday, the following Monday will be recognized as a holiday. No change will be made for holidays falling on Saturday.

The Summer Season shall commence at 12:00 a.m. on June 1 and continue until 12:00 a.m. on October 1 of

each year. The Winter Season shall commence at 12:00 a.m. on October 1 of each year and continue until 12:00 a.m. on June 1 of the following year.

DRAFT

ENERGY FOR PALMDALE'S INDEPENDENT CHOICE

FLEXWISE

Residential Program Participants Schedule

(continued)

FlexWise Peak DR Program Rates:

Offers up to 30% discount from EPIC's standard rates

TOU-D-PRIME		
Non-Event Energy Charges	**SUMMER June 1-October 31**	**WINTER November 1 - May 31**
PEAK	*$0.31211*	$0.37281
MID-PEAK	*$0.10311*	$0.07587
OFF-PEAK	$0.09247	$0.07587
Peak Load Reduction Adder (per kWh) applicable on called event days	$0.80000	$0.80000
TOU-D-4		
Non-Event Energy Charges	**SUMMER June 1-October 31**	**WINTER November 1 - May 31**
PEAK	*$0.21909*	$0.23432
MID-PEAK	*$0.13123*	$0.14279
OFF-PEAK	$0.11419	$0.12008
Peak Load Reduction Adder (per kWh) applicable on called event days	$0.80000	$0.80000
TOU-D-5		
Non-Event Energy Charges	**SUMMER June 1-October 31**	**WINTER November 1 - May 31**
PEAK	*$0.33327*	$0.33262
MID-PEAK	*$0.18688*	$0.14150
OFF-PEAK	$0.10429	$0.10670
Peak Load Reduction Adder (per kWh) applicable on called event days	$0.80000	$0.80000

DRAFT

MINUTES
CITY COUNCIL
CITY HALL COUNCIL CHAMBER 38300
SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
JULY 15, 2025

www.cityofpalmdale.org

1) CALL MEETING TO ORDER

Mayor Pro Tem Bettencourt called the meeting to order at 5:00 pm.

Note: All City Council memberships are reflected in their City Council titles.

2) ROLL CALL MAYOR PRO TEM BETTENCOURT, COUNCILMEMBERS BISHOP, LOA, OHLSEN, ALARCÓN

PRESENT: Laura Bettencourt, Austin Bishop, Richard J. Loa, Eric Ohlsen, Andrea Alarcón.
ABSENT: None.

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Councilmember Ohlsen led the pledge of allegiance.

4) PUBLIC COMMENTS

The following individuals provided public input: Rich Gallego and Jason Zink requested additional information on the Closed Session Item, 5.1; Becky Loa spoke on behalf of her family in support of Councilmember Loa; Yul Gevargis asked for more details on the Closed Session Item, 5.1, and on cooperating with Immigration and Customs Enforcement (ICE); Ms. Dominguez expressed support for Councilmember Loa and requested further information; Chuck Murphy commented on a statement made on Facebook by Councilmember Ohlsen; and Michael Ross discussed trusting city government.

5) PRESENTATION BY CITY ATTORNEY

5.1) CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (1 case)

City Attorney Halfman recommended that Councilmember Loa recuse himself from Item 5.1.

Councilmember Loa objected to the recusal.

6) ANNOUNCEMENT BY CITY ATTORNEY

Closed Session was held from 5:20 pm - 7:03 pm.

City Attorney reported on Item 5.1:

5.1 - City council voted 4-0 to waive its privilege and disclose allegations and incidents related to the investigation of Councilmember Loa.

7) RESCISSION AND RE-ADOPTION OF MOTION TO REMOVE MAYOR

7.1) Rescission and re-adoption of motion to remove mayor.

Councilmember Loa made a full denial of the alleged allegations.

City Attorney Halfman presented the staff report.

The following individuals provided public comment: Rich Gallego spoke regarding transparency and returning the vote for Mayor to the people; Yul Gevargis spoke regarding the allegations; Jason Zink thanked the PFC and spoke regarding the allegations, the election, and CalFire; and Michael Ross spoke regarding hypocrisy, Measure AV, and governing with integrity.

City Attorney Halfman suggested that Councilmember Loa recuse himself from the vote.

Councilmember Loa recused himself from the vote.

Motion: Rescind and re-adopt the City Council's three-prong motion of July 1, 2025 to: 1) Initiate and continue the investigation of Mr. Loa's actions; 2) remove Mr. Loa from the ceremonial title of mayor; and 3) remove Mr. Loa from all seats and city assignments where he represents the City.
Moved by Andrea Alarcón, seconded by Austin Bishop.

Vote: Motion carried (3-1)
Yes: Laura Bettencourt, Austin Bishop, Andrea Alarcón.
No: Eric Ohlsen.

8) CONSENT CALENDAR

Mayor Pro Tem Bettencourt pulled item 8.3 for discussion.

Jason Zink spoke on Item 8.4, Avenue R complete street projects.

8.1) Waive full reading of the Resolution(s) and/or Ordinance(s) to be considered and voted on at this meeting. (This allows for reading the title only in lieu of reciting the entire text).

8.2) Approve Requisition with Hasa, Inc., for pool chemical supplies in an amount not to exceed $193,500 for FY 2025-26.

8.3) Approve Requisition with Morgan Ingland LLC for commercial streetlight poles in an amount not to exceed $241,080 for FY 2025-26.

Mayor Pro Tem Bettencourt addressed the purchase of backup streetlight poles, which are frequently damaged due to vehicular accidents.

Councilmember Alarcón discussed the issue of damaged and knocked-down streetlight poles and explained how the City pursues restitution to recover the costs.

Motion: Approve Requisition with Morgan Ingland LLC for commercial streetlight poles in an amount not to exceed $241,080 for FY 2025-26.
Moved by Andrea Alarcón, seconded by Austin Bishop.

Vote: Motion carried (5-0)
Yes: Laura Bettencourt, Austin Bishop, Richard J. Loa, Eric Ohlsen, Andrea Alarcón.

8.4) Accept Notice of Completion (NOC) for PN 698, Active Transportation Program (ATP) Avenue R Complete Streets Project, Avenue R from Sierra Highway to 25th Street East.

8.5) Approve the minutes from the previous meeting.

Motion: Approve all items listed under the Consent Calendar except Item 8.3. Moved by Andrea Alarcón, seconded by Austin Bishop.

Vote: Motion carried (5-0)
Yes: Laura Bettencourt, Austin Bishop, Richard J. Loa, Eric Ohlsen, Andrea Alarcón.

9) NEW BUSINESS

9.1) Adopt Resolution No. CC 2025-052, a Resolution of the City Council of the City of Palmdale approving the final City logo and brand identity developed by Hub Collective.

Communications Manager Devine-Knight gave a brief overview of the item and introduced representatives Jen Guibord and Bryan Buenacosa-Brooks of HUB Collective to walk the Council through the logo selection process.

The following individuals provided public input: Jason Zink expressed opposition to the approval of the proposed logo, Ms. Dobson raised concerns regarding the outsourcing of the project and emphasized the importance of community-branding, and Michael Ross spoke about his experience in the marketing field, including the Joshua tree in the artwork, and recommended forming a committee.

Councilmember Bishop commented on the new logo, addressed the current logo, and proposed alternative design options for consideration.

Mayor Pro Tem Bettencourt discussed branding and suggested continuing to work on the proposed logo.

Councilmember Alarcón suggested tapping into local talent in the community for ideas to create the proposed logo.

Councilmember Loa asked how much was spent on creating the proposed logo, and Analyst Navarrette shared the details.

Councilmember Ohlsen discussed city priorities and the costs associated with rebranding, and he expressed opposition to approving the proposed logo.

Councilmember Alarcón asked City Manager Pro Tem Mendez for an update on the proposed logo process, including the contract options, and City Manager Pro Tem Mendez provided detailed information.

Councilmember Bishop made a motion that was seconded by Councilmember Ohlsen; however, the motion was interrupted and did not proceed to a vote. Councilmember Alarcón requested additional clarification. City Manager Pro Tem Mendez recommended expanding on the contract, reaching out to schools, revisiting the tagline, and including other people in the final decision-making process. There was further discussion among staff and Council.

Motion: Request a report back from the City Manager on the assessment of the contract scope, time, and money.
Moved by Austin Bishop, seconded by Eric Ohlsen.

Vote: Motion carried (4-1)
Yes: Laura Bettencourt, Austin Bishop, Eric Ohlsen, Andrea Alarcón.
No: Richard J. Loa.

92) Adopt Resolution No. CC 2025-053, a Resolution of the City Council of the City of Palmdale, updating the guidelines and bylaws for the Citizens Advisory Committee; Ordinance 1549; Section 3.21.160.

City Attorney Halfman provided a brief overview of the staff report, discussing the implementation of staggered terms and the recommendation to add a third alternate. Councilmember Ohlsen motioned to approve the addition of a third alternate. Councilmember Alarcón proposed codifying in the bylaws that each City Council district be afforded equal representation on the MAV Committee. Councilmember Ohlsen concurred that representation for each district is important. City Attorney Halfman recommended proceeding with the addition of the third alternate to the MAV Committee and suggested amending the appointment procedures within the Palmdale Municipal Code (PMC) for all boards, commissions, and committees at a later date.

Motion: Adopt Resolution No. CC 2025-053, a Resolution of the City Council of the City of Palmdale, updating the guidelines and bylaws for the Citizens Advisory Committee; Ordinance 1549; Section 3.21.160 with amendments to remove the addition of staggered terms, and adding three (3) alternates,
Moved by Eric Ohlsen, seconded by Austin Bishop.

Vote: Motion carried (5-0)
Yes: Laura Bettencourt, Austin Bishop, Richard J. Loa, Eric Ohlsen, Andrea Alarcón.

10) APPOINTMENTS

10.1) Appoint seven (7) members and two (2) alternates to the Measure AV Oversight Committee.

The Council invited the applicants to the podium to briefly share their background and how they will contribute to the Committee. Mayor Pro Tem Bettencourt also read an email from Committee Member Garcia expressing her interest in continuing her service.

Motion: Appoint (7) members Raymiro Gomez-Galiano, Barbara Smart, Steven Angebrandt, Elvia Salazar, Celia Reyes Ayala, Rick Carr, and James Boldens and (3) alternates Cyndi Garcia, Lourdes Everett, and Breela Bellum.
Moved by Austin Bishop, seconded by Eric Ohlsen.

Vote: Motion carried (5-0)
Yes: Laura Bettencourt, Austin Bishop, Richard J. Loa, Eric Ohlsen, Andrea Alarcón.

10.2) Approve appointments to The Palmdale Aerospace Academy (TPAA) Board of Directors.

Several applicants shared their backgrounds and interest in community service.

Motion: Appoint David Lujan to a 3-year term to The Palmdale Aerospace Academy (TPAA) Board of Directors.
Moved by Laura Bettencourt, seconded by Andrea Alarcón.

Vote: Motion carried (5-0)
Yes: Laura Bettencourt, Austin Bishop, Richard J. Loa, Eric Ohlsen, Andrea Alarcón.

Motion: Appoint Firat Taxpulat for a 1-year term to The Palmdale Aerospace Academy (TPAA) Board of Directors.
Moved by Andrea Alarcón, seconded by Eric Ohlsen.

Vote: Motion carried (5-0)
Yes: Laura Bettencourt, Austin Bishop, Richard J. Loa, Eric Ohlsen, Andrea Alarcón.

11) PUBLIC HEARING

11.1) Adopt Ordinance No. 1658, an Ordinance of the City Council of City of Palmdale approving Zoning Ordinance Amendment 25-0001 to modify residential development standards within the zoning ordinance and find that the project is consistent with Program Environmental Impact Report 22-002 prepared and certified in conjunction with the City's General Plan (Palmdale 2045).

Planning Manager Magana presented the staff report.

Mayor Pro Tem Bettencourt opened the Public Hearing.

City Clerk Scott read the title of the Ordinance No. 1658.

A motion was made and carried unanimously to introduce Ordinance No. 1658.

Public Testimony: Jason Zink commented regarding the foam, ADU's, and requested that Council do a study on green waste and oppose the State.

Mayor Pro Tem Bettencourt closed the Public Hearing.

Motion: Adopt Ordinance No. 1658, an Ordinance of the City Council of City of Palmdale approving Zoning Ordinance Amendment 25-0001 to modify residential development standards within the zoning ordinance and find that the project is consistent with Program Environmental Impact Report 22-002 prepared and certified in conjunction with the City's General Plan (Palmdale 2045).

Moved by Andrea Alarcón, seconded by Austin Bishop.

Vote: Motion carried (4-1)
Yes: Laura Bettencourt, Austin Bishop, Eric Ohlsen, Andrea Alarcón.
No: Richard J. Loa.

12) CITY MANAGER'S REPORT

City Manager Pro Tem Mendez provided an update on several upcoming events, including: District 1 Neighborhood Watch in Poncitlan Square on July 16, Farmer's Market at Oasis Park on Fridays through October 31, Concert Series at the Amphitheater starting July 19, Water balloon fight at Domenic Massari and Marie Kerr Park on July 19, Books and Barks at the Library on July 29, and Movie Night featuring Kung Fu Panda 4 at the Amphitheater on August 1.

13) SHERIFF'S REPORT

Lieutenant Arnold provided an update on response times for routine calls for service, the Public Safety partnership, Part 1 crimes, arrests, graffiti-related arrests, traffic collisions and speed enforcement, and July 4th illegal fireworks enforcement. He also announced the following: National Night Out on August 5, Palmdale station will have an event on September 16 in memory of Deputy Clinkunbroomer, and there will be a two-day open house event at the Palmdale Sheriff's station on October 11 and 12.

Mayor Pro Tem Bettencourt thanked the Palmdale Sheriff's Department for enforcing the speed limit.

Councilmember Olsen spoke about the 2024 Palmdale Sheriff's station event and thanked the deputies for their service.

14) NON-AGENDA PUBLIC COMMENTS:

The following individuals provided public input: David Halver, Film Liaison, discussed the recent passage of Senate Bills 132 and 630, highlighting the increase to the State's film and television tax incentives. He commended Management Analyst Glen and Director of Economic and Community Development Taggart for their hard work on the Film Palmdale Incentive Program; Iman Merachli spoke about her "Palmdale Civic Voices" project, which aims to educate individuals about government processes. Mayor Pro Tem Bettencourt and Councilmember Alarcón encouraged Ms. Merachli to continue her positive efforts; David Brown followed up with City Attorney Halfman regarding the implementation of a resolution requesting that Immigration and Customs Enforcement (ICE) agents identify themselves. City Attorney Halfman provided a brief response; Jason Zink commented on a range of topics, including homelessness, streets, super commuters, workforce development, economic district, the City logo, at-large elections, the Palmdale Ditch project, and historical preservation and conservation; and Marsha Furman shared remarks regarding the City Council's current structure and rotational process.

A motion was made and carried to extend the meeting beyond 10:00 pm.

Public input continued: Kathryn MacLaren-Gomez suggested involving local high schools in developing the future Palmdale logo; Adam expressed concerns about the lack of transparency in local government; and Monica Dobson spoke about being fiscally responsible to the citizens of Palmdale.

Mayor Pro Tem Bettencourt addressed City Attorney Halfman and requested that she refresh the citizens on the allegations against Councilmember Loa. City Attorney Halfman suggested that the written statement be released to the public. There was further discussion regarding the written statement. City Manager Pro Tem Mendez stated that public comments were closed and recommended that the Council move forward with the agenda.

15) COUNCIL REPORTS, ANNOUNCEMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS

Councilmember Ohlsen extended an apology to Ms. Dobson for the earlier confusion.

Councilmember Alarcón proposed placing an item on a future agenda to address the vacancies resulting from the removal of Councilmember Loa from City Council committee assignments, and whether to appoint individuals to the ceremonial positions of Mayor and Mayor Pro Tem during the pendency of the investigation.

City Attorney Halfman advised Councilmember Loa that he is permitted to vote on this matter.

Motion: Councilmember Alarcón requested the following future agenda items: 1) Consideration of filling the City Council committee vacancies that were created by the removal Council of Councilmember Richard Loa and appointment of the ceremonial title of mayor and mayor pro tem.
Moved by Andrea Alarcón, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)
Yes: Laura Bettencourt, Austin Bishop, Eric Ohlsen, Andrea Alarcón.
Abstain: Richard J. Loa.

Mayor Pro Tem Bettencourt requested an update on the Chimbole Cultural Center project. City Manager Pro Tem Mendez stated it is scheduled to be discussed in the second meeting in August.

Mayor Pro Tem Bettencourt requested input on how the City can go back to a directly elected mayor. City Attorney Halfman responded.

Councilmember Ohlsen requested the legal analysis of the city's move toward a directly elected mayor.

Motion: City Attorney Halfman to provide legal analysis path for the City to go back to a directly elected mayor.
Moved by Eric Ohlsen, seconded by Richard J. Loa.
Vote: Motion carried (0-0)

16) ADJOURNMENT

Mayor Pro Tem Bettencourt adjourned the meeting at 10:21 pm to August 5, 2025, at 5:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

PASSED, APPROVED, and ADOPTED this 5th day of August 2025.

_____
Laura Bettencourt, Mayor Pro Tem

ATTEST:

_____
Rochelle Scott, City Clerk

City Council Staff Report

DATE: **AUGUST 5, 2025**

TO: **HONORABLE MAYOR PRO TEM AND CITY COUNCIL**

FROM: **OPERATIONS DEPARTMENT**
FINANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2025-055, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE ISSUANCE OF CALIFORNIA MUNICIPAL FINANCING AUTHORITY (CMFA) EXEMPT FACILITY BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $95,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, CONSTRUCTION, IMPROVEMENT, AND EQUIPPING OF PALMDALE FAMILY HOUSING AND CERTAIN OTHER MATTERS RELATING.**

RECOMMENDATION

Staff recommends that the City Council:

1. Conduct the public hearing under the requirements of TEFRA and the Internal Revenue Code of 1986, as amended (the Code); and,

2. Adopt the resolution approving the issuance of the Bonds by the CMFA for the benefit of Palmdale Family Housing, L.P. (the Borrower), to provide for the financing of the project; such adoption is solely to satisfy the requirements of TEFRA, the Code, and California Government Code Section 6500 (and follow).

BACKGROUND

California Municipal Finance Authority:

The CMFA was created on January 1, 2004, pursuant to a joint exercise of powers agreement to promote economic, cultural, and community development through financing economic development and charitable activities throughout California. To date, over 350 municipalities have become members of CMFA.

The CMFA was formed to assist local governments, non-profit organizations, and businesses with the issuance of taxable and tax-exempt bonds to improve California's living standards. The CMFA's representatives and Board of Directors have considerable experience in bond financing.

DISCUSSION

The Borrower requested that the CMFA serve as the municipal issuer of the Bonds in an aggregate principal amount not to exceed $95,000,000 (the "Bonds") of tax-exempt revenue bonds. The proceeds of the Bonds will be used to finance or refinance the acquisition, construction, improvement, and equipping of Palmdale Family Housing, a multifamily rental housing project (the "Project") located at 38851 15th Street East, Palmdale, California (the "City").

For the Bonds to qualify as tax-exempt bonds, the City of Palmdale must conduct a public hearing (the "TEFRA Hearing") providing the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Before such a TEFRA Hearing, reasonable notice must be provided to the community members. Following the close of the TEFRA Hearing, an "applicable elected representative" of the governmental unit hosting the Project must approve the issuance of the Bonds for the financing of the Project.

FISCAL IMPACT

$0; There is no fiscal impact to the City as a result of this action. The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability, or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents concerning the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California but are to be paid for solely from funds provided by the Borrower.

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the "Foundation"), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City of Palmdale, it is expected that a portion of the issuance fee attributable to the City will be granted by the CMFA to the City's general fund. Such a grant may be used for any lawful purpose of the City.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

C. Plan and maintain safe and attractive neighborhoods, streets, facilities, and public spaces with exciting programming that promotes active fun for everyone.

Prepared by:	Janelle Samson, Director of Operations
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, City Manager Pro Tem
Approved as to form:	Alexandra Halfman, City Attorney

ATTACHMENTS

Reso. No. CC 2025-055

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2025-055

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY (CMFA) EXEMPT FACILITY BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $95,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, CONSTRUCTION, IMPROVEMENT, AND EQUIPPING OF PALMDALE FAMILY HOUSING AND CERTAIN OTHER MATTERS RELATING

WHEREAS, Palmdale Family Housing, L.P. (the "Borrower") a partnership of which Affirmed Housing Group, Inc. (the "Developer") or a related person to the Developer is the general partner, has requested that the California Municipal Finance Authority (the "Authority") adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the "Code") in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed $95,000,000 in aggregate principal amount (the "Bonds"), to finance or refinance the acquisition, construction, improvement and equipping of a multifamily rental housing project located at 38851 15th Street East, Palmdale, California (the "Project"); and

WHEREAS, pursuant to Section 147(f) of the Code, the issuance of the Bonds by the Authority must be approved by the City of Palmdale (the "City") because the Project is located within the territorial limits of the City; and

WHEREAS, the City Council of the City (the "City Council") is the elected legislative body of the City and is one of the "applicable elected representatives" required to approve the issuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement"), among certain local agencies, including the City; and

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority

NOW THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF PALMDALE DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

SECTION 1 The foregoing resolutions are true and correct

SECTION 2 The City Council hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the issuance of the Bonds by the Authority, for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement

SECTION 3 The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

SECTION 4 The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation, installation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

SECTION 5 The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

SECTION 6 The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 5th day of August 2025.

_____
Laura Bettencourt, Mayor Pro Tem

APPROVED AS TO FORM:

_____
Alexandra Halfman
City Attorney

ATTEST:

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of the City of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 5th day of August 2025 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

CITY OF PALMDALE
OFFICE OF THE CITY COUNCIL

M E M O R A N D U M

TO: City Clerk

FROM: Laura Bettencourt, Mayor Pro Tem

SUBJECT: Monthly Informational Report – Events and Meetings

DATE: August 5, 2025

During the period July 1 through July 31, 2025, I attended the following meetings and events:

Jul. 1	Regular City Council Meeting
Jul. 7	LA County Sanitation Districts 14 and 20 Board of Directors Meeting
Jul. 15	AVAQMD Board of Directors Meeting
Jul. 15	Regular City Council Meeting
Jul. 17	Meeting with Constituent
Jul. 18	League of CA Cities Desert Mountain Division Meeting in Lancaster
Jul. 22	AVTA Board of Directors Meeting
Jul. 31	Lockheed U-2 70th Anniversary Ceremony

CITY OF PALMDALE
OFFICE OF THE CITY COUNCIL

M E M O R A N D U M

TO: City Clerk

FROM: Austin Bishop, Councilmember

SUBJECT: Monthly Informational Report – Events and Meetings

DATE: August 5, 2025

During the period July 1 through July 31, 2025, I attended the following meetings and events:

Jul. 1	Regular City Council Meeting
Jul. 4	Fireworks Show at Amphitheater
Jul. 7	LA County Sanitation Districts 14 and 20 Board of Directors Meeting
Jul. 14	North County Transportation Coalition Board of Governors Meeting
Jul. 15	AVAQMD Board of Directors Meeting
Jul. 15	Regular City Council Meeting
Jul. 16	Neighborhood Watch at Poncitlán Square
Jul. 26	Summer Concert: Kool and the Gang at Palmdale Amphitheater
Jul. 31	Youth Fentanyl Awareness Summer Program

CITY OF PALMDALE
OFFICE OF THE CITY COUNCIL

M E M O R A N D U M

TO: City Clerk

FROM: Eric Ohlsen, Councilmember

SUBJECT: Monthly Informational Report – Events and Meetings

DATE: August 5, 2025

During the period July 1 through July 31, 2025, I attended the following meetings and events:

Jul. 1	Regular City Council Meeting
Jul. 4	Fireworks Show at Amphitheater
Jul. 10	High Desert Corridor JPA Board of Directors Meeting
Jul. 11	Assemblymember Carrillo Joshua Tree Permitting Workshop
Jul. 11	Metrolink Audit and Finance Committee Meeting
Jul. 14	North County Transportation Coalition Board of Governors Meeting
Jul. 15	Regular City Council Meeting
Jul. 19	Summer Concert: Dustin Lynch at Palmdale Amphitheater
Jul. 22	AVTA Board of Directors Meeting
Jul. 25	Metrolink Board of Directors Meeting
Jul. 29	Meeting with Palmdale Sheriff's Department
Jul. 31	Youth Fentanyl Awareness Summer Program