AGENDA

REGULAR MEETING
CYPRESS CITY COUNCIL
October 28, 2024
5:30 P.M. - Closed Session
6:00 P.M. - General Session

www.cypressca.org

5275 Orange Avenue
Cypress, California

Interested in speaking to the City Council? Information about participating in the City Council meeting appears at the end of the agenda.

NOTICE
Pursuant to Government Code Section 54953, this Regular City Council Meeting includes teleconference participation by:

- Mayor Pro Tem Bonnie Peat from Pendry Manhattan West - 438 W 33rd Street, New York, NY 10001

CALL TO ORDER
5:30 P.M.
Executive Board Room

ROLL CALL
Cypress City Council, also acting as the Ex-Officio Governing Board of Directors of the Cypress Recreation and Park District

Mayor Scott Minikus
Mayor Pro Tem Bonnie Peat
Council Member David Burke
Council Member Anne Mallari
Council Member Frances Marquez

ORAL COMMUNICATIONS ON CLOSED SESSION / WORKSHOP ITEMS (Limited to 30 minutes - three minutes per speaker. The City Council may adjust the time allotted per speaker.)

The public may address the City Council on Closed Session/Workshop items prior to any action taken. Although Council Members may provide brief responses, the City Council may not engage in a discussion with members of the public during the meeting. Please complete a Speaker's Card to address the City Council in-person. Members of the public are encouraged to communicate with the City Council via email at adm@cypressca.org or by calling 714-229-6699.

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Fortis LLP v. Frances Marquez, City of Cypress
Case No. 30-2022-01277792-CU-WM-CJC
Orange County Superior Court

RECONVENE
6:00 P.M.
Council Chambers

ROLL CALL
Cypress City Council, also acting as the Ex-Officio Governing Board of Directors of the Cypress Recreation and Park District

Mayor Scott Minikus
Mayor Pro Tem Bonnie Peat
Council Member David Burke
Council Member Anne Mallari
Council Member Frances Marquez

INVOCATION Saint Irenaeus Catholic Church

PLEDGE OF ALLEGIANCE

REPORT OF CLOSED SESSION / WORKSHOP
City Manager/City Attorney

PRESENTATIONS

Law Enforcement Records and Support Personnel Appreciation Week Proclamation

US Department of Transportation Road Safety Art Contest Grand Prize Winner Presentation

Recognition from Orange County Mosquito and Vector Control District

ORAL COMMUNICATIONS ON AGENDA ITEMS (Three minutes per speaker. The City Council may adjust the time allotted per speaker.)

The public may address the City Council on agenda items prior to any action taken. Although Council Members may provide brief responses, the City Council may not engage in a discussion with members of the public during the meeting. Please complete a Speaker's Card to address the City Council in-person. Please follow the instructions at the end of the agenda and wait for the Mayor/City Clerk to call on you to address the City Council virtually. Speakers providing in-person comments will be called first. Members of the public are encouraged to communicate with the City Council via email at adm@cypressca.org or by calling 714-229-6699.

CONSENT CALENDAR

All matters listed on the Consent Calendar are to be approved with one motion unless a Council Member requests separate action on a specific item. Council Members voting no or abstaining on a Consent Calendar item may do so without removing the item from the Consent Calendar.

1. **Introduce and/or Adopt All Ordinances and Resolutions Presented for Consideration by Title Only and to Waive Further Reading**

2. **Proclaim the Week of November 11–15, 2024 as Law Enforcement Records and Support Personnel Week**

   Prepared by: Alisha Farnell, City Clerk

   Recommendation: Proclaim the week of November 11–15, 2024 as Law Enforcement Records and Support Personnel Week.

3. **Second Reading of an Ordinance to Lower the Speed Limit on Crescent Avenue**

   Prepared by: Nick Mangkalakiri, Acting Director of Public Works

   Recommendation: Approve the second reading and adopt an Ordinance by title only and waive further reading, amending Chapter 16 of the Municipal Code modifying speed limits along Crescent Avenue.

4. **Accept the Arterial Street Rehabilitation, Project 350**

   Prepared by: Nick Mangkalakiri, Acting Director of Public Works

   Recommendation:

   1. Accept the Arterial Rehabilitation, Project 350, in the amount of $2,389,774.04 and approve the final payment of $119,488.70 to R.J. Noble Company; and

   2. Authorize the City Engineer to file a Notice of Completion with the County Recorder.

5. **Award a Contract for Park Playground Surface Sealing & Repairs, Project 400**

   Prepared by: Nick Mangkalakiri

   Recommendation: Award a contract to Robertson Industries, Inc. for $80,266 and authorize a contingency of $12,000.

6. **Approve the Urban Area Security Initiative Sub-Recipient Agreement**

   Prepared by: Mark Lauderback, Chief of Police

   Recommendation: Approve the Urban Area Security Initiative Sub-Recipient Agreement.

7. Approve the Purchase of Police Department Tasers

Prepared by: Mark Lauderback, Chief of Police

Recommendation: Approve a five-year agreement for $330,386 with Axon Enterprises, Inc. for Police Department Tasers.

8. Approve a Cybersecurity Monitoring Services Agreement

Prepared by: Matt Burton, Director of Finance and Administrative Services

Recommendation: Approve a three-year agreement for $34,214.40 with Insight Public Sector, Inc. for cybersecurity monitoring services.

9. Approve the Purchase of Replacement Network Switches and Sensors

Prepared by: Matt Burton, Director of Finance and Administrative Services

Recommendation: Approve a $115,766.53 purchase for replacement network switches, new sensors, and three years of associated support and maintenance from Insight Public Sector, Inc.

10. Adopt a Resolution Approving the Measure M2 Annual Expenditure Report

Prepared by: Matt Burton, Director of Finance and Administrative Services

Recommendation: Adopt a Resolution approving the Measure M2 Annual Expenditure Report for the fiscal year ended June 30, 2024.

11. Receive and File the Investment Report for the Month Ended September 30, 2024

Prepared by: Matt Burton, Director of Finance and Administrative Services

Recommendation: Receive and file the attached investment report.

12. Receive and File Register of Warrants, Transfers, and Wires Issued for the Period of September 7, 2024 through October 11, 2024

Prepared by: Matt Burton, Director of Finance and Administrative Services

Recommendation: Receive and file the attached payment register summarized below for the period of September 7, 2024 through October 11, 2024:

- Electronic Funds Transfers 15738 through 16030
- Warrants 66121 through 66429
- Payroll Transfers W1538 through W1539

PUBLIC HEARINGS (Three minutes per speaker)

The public may address the City Council on public hearing items prior to any action taken. Although Council Members may provide brief responses, the City Council may not engage in a discussion with members of the public during the meeting. Please complete a Speaker's Card to address the City Council in-person. Please follow the instructions at the end of the agenda and wait for the Mayor/City Clerk to call on you to address the City Council virtually. Speakers providing in-person comments will be called first.

Council Members should disclose communications with anyone relevant to a Public Hearing item.

13. Approve a Conditional Use Permit, Tentative Tract Map, and Affordable Housing Agreement for 20 Townhomes at 5732 Lincoln Avenue

Prepared by: Alicia Velasco, Planning Director

Recommendation: Adopt Resolutions approving a Conditional Use Permit, a Tentative Tract Map, and finding a 20 townhome development at 5732 Lincoln Avenue project exempt from California Environmental Quality Act requirements, and approve an Affordable Housing Agreement.

NEW BUSINESS

None.

ITEMS REMOVED FROM CONSENT CALENDAR

ORAL COMMUNICATIONS (Three minutes per speaker. The City Council may adjust the time allotted per speaker.)

The public may address the City Council on any item within the subject matter jurisdiction of the City Council. Although Council Members may provide brief responses, the City Council may not discuss nor take action on items that are not on the agenda. Please complete a Speaker's Card to address the City Council in-person. Members of the public are encouraged to communicate with the City Council via email at adm@cypressca.org or by calling 714-229-6699.

COUNCIL MEMBER REPORTS FROM CITY-AFFILIATED BOARDS AND COMMITTEES AND REMARKS

COUNCIL MEMBER ITEMS FOR FUTURE CONSIDERATION

CITY MANAGER REMARKS

ADJOURNMENT

The next meeting will be an adjourned Regular Meeting, to be held on Tuesday, November 12, 2024, beginning at 5:30 p.m. in the Executive Board Room.

Council Members and the public should promptly exit the Council Chambers and proceed through the Civic Center to the parking lot.

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted on the City Hall bulletin board and City website not less than 72 hours prior to the meeting. Dated this 24th day of October, 2024.

_____

Alisha Farnell, City Clerk

PUBLIC PARTICIPATION

Members of the public can participate in the City Council meeting in the following ways:

1. Attend In-Person. First-come, first-served seating is available. All attendees must be free of any symptoms associated with contagious illnesses.

2. Attend Virtually via Webinar. Follow this link: **https://attendee.gotowebinar.com/register/4943937984402509145**. Advanced registration is recommended.

The public may address the City Council virtually during Oral Communications on Agenda Items and Public Hearings. Virtual participants must click the 'hand raise' button prior to the end of the first in-person speaker to indicate they wish to address the City Council. Upon clicking the 'hand raise' button, please unmute your microphone and wait for the Mayor/City Clerk to call on you.

 = Hand Raise  = Unmute

3. Submit Public Comments Prior to the Meeting. The public may submit comments via email to cityclerk@cypressca.org. Comments submitted by 3:00 p.m. on the day of the meeting will be added to the meeting record.

4. Watch the Meeting. The City Council meeting can be viewed on Spectrum Cable Channel 36 or on the City's website at **www.cypressca.org/watchlive**.

5. Listen to the Meeting. Listen-only teleconferencing is available by calling (562) 247-8422 and entering Access Code 450-547-529. No registration or audio pin is necessary.

INVOCATION POLICY

The City Council does not endorse the content of the invocation and does not endorse the invocational speaker's particular faith, belief and/or religious denomination. The City Council has an established neutral policy for selecting and scheduling invocational speakers. The City Council's policy on invocations is available from the City Clerk.

AMERICANS WITH DISABILITIES ACT

In compliance with the Americans With Disabilities Act, if you need special assistance to participate in this meeting, you should contact the City Clerk at (714) 229-6685 at least 72 hours prior to the meeting to enable the City to make reasonable arrangements to assure accessibility to this meeting.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **2.**

FROM: Alisha Farnell, City Clerk

DATE: 10/28/2024

SUBJECT: **Proclaim the Week of November 11–15, 2024 as Law Enforcement Records and Support Personnel Week**

RECOMMENDATION

Proclaim the week of November 11–15, 2024 as Law Enforcement Records and Support Personnel Week.

DISCUSSION

Periodically, the City receives requests to publicly declare, recognize, observe, or promote awareness of a special event. As the City's past practice has established, routine and/or internal proclamation requests are placed on an agenda by the City Clerk for consideration by the City Council. Any new proclamation requests may be added to a future agenda in accordance with City Council policy.

The City Clerk received a routine request from the Police Department for the City Council to officially proclaim the week of November 11–15, 2024 as Law Enforcement Records and Support Personnel Week. A proclamation has been prepared for the Mayor’s signature and is attached for consideration.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Proclamation

LAW ENFORCEMENT RECORDS AND SUPPORT PERSONNEL APPRECIATION WEEK
November 11 – 15, 2024

WHEREAS, law enforcement agencies throughout the State depend upon law enforcement records and support personnel to provide them with vital services; and

WHEREAS, law enforcement records and support personnel are crucial to helping law enforcement agencies identify, pursue, capture, and process suspected law breakers; and

WHEREAS, these professionals continually use their expertise and experience to assist in tracking felons, maintaining criminal statistics and improving apprehension strategies; and

WHEREAS, it is important to recognize California's law enforcement records and support personnel for their valuable contributions to our law enforcement system; and

WHEREAS, the Cypress Police Department Records Bureau staff exhibits compassion, understanding, and professionalism during the performance of their job; and

WHEREAS, the State Executive Board of the California Law Enforcement Association of Records Supervisors has proclaimed November 11 – 15, 2024, as "Law Enforcement Records and Support Personnel Appreciation Week;" and

NOW, THEREFORE, LET IT BE PROCLAIMED, that the City Council of the City of Cypress does hereby support November 11 – 15, 2024, as **LAW ENFORCEMENT RECORDS AND SUPPORT PERSONNEL APPRECIATION WEEK** in the City of Cypress and extend our gratitude to Cypress Police Department Records Bureau staff for their dedicated service to our community, their diligence, and their commitment to keeping our City and citizens safe.

_____

Scott Minikus
Mayor of the City of Cypress
Dated: October 28, 2024

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **3.**

FROM: Nick Mangkalakiri, Acting Director of Public Works

DATE: 10/28/2024

SUBJECT: **Second Reading of an Ordinance to Lower the Speed Limit on Crescent Avenue**

RECOMMENDATION

Approve the second reading and adopt an Ordinance by title only and waive further reading, amending Chapter 16 of the Municipal Code modifying speed limits along Crescent Avenue.

DISCUSSION

On October 14, the City Council approved the first reading of an Ordinance amending Chapter 16 of the Municipal Code lowering the speed limit along two segments of Crescent Avenue to 40 mph. If adopted, the Ordinance will become effective November 28, 2024.

BUDGET IMPACT

None.

LEGAL REVIEW

The City Attorney has reviewed and approved the attached Ordinance.

APPROVED BY: Peter Grant, City Manager

Attachments

Ordinance Amending Chapter 16 Article XV of the Municipal Code

Track Changes Version of Ordinance

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CYPRESS AMENDING CHAPTER 16, ARTICLE XV, OF THE CODE OF THE CITY OF CYPRESS MODIFYING SPEED LIMITS ALONG CRESCENT AVENUE.

WHEREAS, the City recently had conducted a Citywide engineering and traffic study, as required by California Vehicle Code § 22358(a), to establish speed limits for radar enforcement purposes; and

WHEREAS, the Traffic Commission of the City of Cypress has reviewed these speed surveys and has recommended that the City Council authorize changes and establish speed limits at the following locations, as contained in this Ordinance;

WHEREAS, on the basis of the engineering and traffic study and the Traffic Commission's recommendation, the City Council desires to decrease the speed limits on certain City streets pursuant to California Vehicle Code § 22358.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. The recitals set forth above are true and correct and incorporated herein by this reference.

SECTION 2. Chapter 16, Article XV, of the Code of the City of Cypress shall be amended as follows:

ARTICLE XV. SPEED ZONES.

Section 16-86. Amending State Speed Limits.

It is determined, upon the basis of an engineering and traffic investigation, that the speed permitted by State law upon the following streets be amended as hereunder set forth, the speeds being deemed as necessary for safe operation of vehicles thereon. It is declared that the prima facie speed limit shall be hereinafter set forth on those streets or parts of streets herein designated at all times when signs are erected giving notice thereof:

NAME OF STREET	PORTION AFFECTED	DECLARED PRIMA FACIE SPEED LIMIT
Ball Road	Bloomfield Street to Holder Street	45
Bloomfield Street	Lincoln Avenue to Cerritos Avenue	40
Cerritos Avenue	Bloomfield Street to Knott Street	45
Crescent Avenue	240 feet west of Acacia Drive to 400 feet west of Moody Street	40
Crescent Avenue	1,300 feet west of Walker Street to 720 feet east of Walker Street	40
Denni Street	Lincoln Avenue to Ball Road	40
Denni Street	Ball Road to Cerritos Avenue	35
Holder Street	Lincoln Avenue to Ball Road	40
Holder Street	Cerritos Avenue to Katella Avenue	40
Holder Street	Katella Avenue to 1,200 feet south of Katella Avenue	35

NAME OF STREET	PORTION AFFECTED	DECLARED PRIMA FACIE SPEED LIMIT
Holder Street	1,200 feet north of Orangewood Avenue to Orangewood Avenue	35

Holder Street	Orangewood Avenue to1,200 feet south of Orangewood Avenue	40
Katella Avenue	Lexington Drive to Knott Street	45
Knott Street	Cerritos Avenue to 1,200 feet south of Orangewood Avenue	40
Lincoln Avenue	Bloomfield Street to Holder Street	40
Moody Street	Crescent Avenue to Lincoln Avenue	40
Orange Avenue	Bloomfield Street to Holder Street	40
Orangewood Avenue	1,440 feet west of Valley View Street to Valley View Street	35
Orangewood Avenue	Valley View Street to Knott Street	40
Valley View Street	Lincoln Avenue to 1,200 feet south of Orangewood Avenue	45
Walker Street	Crescent Avenue to Orange Avenue	45
Walker Street	Orange Avenue to Katella Avenue	40
Warland Drive	Katella Avenue to Valley View Street	35

SECTION 3. The City Councils directs the City Traffic Engineer to post appropriate signs reflecting the changes approved in this Ordinance and any revised speed limits shall be effective when appropriate signs giving notice thereof are erected upon the applicable streets.

FIRST READ at a regular meeting of the City Council of the City of Cypress held on the 14th day of October, 2024, and finally adopted and ordered posted at a regular meeting held on the ___th day of October, 2024.

MAYOR OF THE CITY OF CYPRESS

ATTEST:

CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Ordinance was duly adopted at a regular meeting of the said City Council held on the ___th day of _____, 2024, by the following roll call vote:

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

CITY CLERK OF THE CITY OF CYPRESS

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CYPRESS AMENDING CHAPTER 16, ARTICLE XV, OF THE CODE OF THE CITY OF CYPRESS MODIFYING SPEED LIMITS ALONG CRESCENT AVENUE.

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Crescent Avenue	240 feet west of Acacia Drive to 400 feet west of Moody Street	~~45~~40
Crescent Avenue	1,300 feet west of Walker Street to 720 feet east of Walker Street	~~45~~40
Denni Street	Lincoln Avenue to Ball Road	40
Denni Street	Ball Road to Cerritos Avenue	35
Holder Street	Lincoln Avenue to Ball Road	40
Holder Street	Cerritos Avenue to Katella Avenue	40
Holder Street	Katella Avenue to 1,200 feet south of Katella Avenue	35

NAME OF STREET	PORTION AFFECTED	DECLARED PRIMA FACIE SPEED LIMIT
Holder Street	1,200 feet north of Orangewood Avenue to Orangewood Avenue	35

Holder Street	Orangewood Avenue to1,200 feet south of Orangewood Avenue	40
Katella Avenue	Lexington Drive to Knott Street	45
Knott Street	Cerritos Avenue to 1,200 feet south of Orangewood Avenue	40
Lincoln Avenue	Bloomfield Street to Holder Street	40
Moody Street	Crescent Avenue to Lincoln Avenue	40
Orange Avenue	Bloomfield Street to Holder Street	40
Orangewood Avenue	1,440 feet west of Valley View Street to Valley View Street	35
Orangewood Avenue	Valley View Street to Knott Street	40
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FIRST READ at a regular meeting of the City Council of the City of Cypress held on the 14th day of October, 2024, and finally adopted and ordered posted at a regular meeting held on the ___th day of October, 2024.

MAYOR OF THE CITY OF CYPRESS

ATTEST:

CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Ordinance was duly adopted at a regular meeting of the said City Council held on the ___th day of _____, 2024, by the following roll call vote:

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

CITY CLERK OF THE CITY OF CYPRESS

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **4.**

FROM: Nick Mangkalakiri, Acting Director of Public Works

DATE: 10/28/2024

SUBJECT: **Accept the Arterial Street Rehabilitation, Project 350**

RECOMMENDATION

1. Accept the Arterial Rehabilitation, Project 350, in the amount of $2,389,774.04 and approve the final payment of $119,488.70 to R.J. Noble Company; and

2. Authorize the City Engineer to file a Notice of Completion with the County Recorder.

DISCUSSION

On September 25, 2023, the City Council awarded a contract to R.J. Noble Company to resurface approximately 11 lane miles of pavement, including Walker Street (Katella Avenue to Ball Road, and Lincoln Avenue to Crescent Avenue) and Moody Street (Lincoln Avenue to North City Limit). The work began in January and was completed in August.

Public Works will release the Labor and Materials Bond and the Faithful Performance Bond upon expiration of the required lien period.

BUDGET IMPACT

The original estimated cost of construction and inspection was $2,588,379, and final project costs total $2,465,106.04. Sufficient amounts are budgeted in the RMRA Gas Tax fund for these capital improvements.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Cost Table

PROJECT COST TABLE

Arterial Rehabilitation
Project 350

Item Description	Original Amount	Actual Expenditures	Difference
Construction			
Construction	$ 2,115,100.50	$ 2,115,100.50	$ -
Construction Contingency	$ 317,000.50	$ 274,673.54 *	$ 42,326.96
Sub-total Construction	$ 2,432,101.00	$ 2,389,774.04	$ 42,326.96
Construction Management & Inspection			
Inspection	$ 135,778.00	$ 75,332.00	$ 60,446.00
Inspection Contingency	$ 20,500.00	$ -	$ 20,500.00
Sub-total Construction	$ 156,278.00	$ 75,332.00	$ 80,946.00
Total Project	**$ 2,588,379.00**	**$ 2,465,106.04**	**$ 123,272.96**

***** Includes change orders due to unforseen soil conditions and additional paving.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **5.**

FROM: Nick Mangkalakiri, Acting Director of Public Works

DATE: 10/28/2024

SUBJECT: **Award a Contract for Park Playground Surface Sealing & Repairs, Project 400**

RECOMMENDATION

Award a contract to Robertson Industries, Inc. for $80,266 and authorize a contingency of $12,000.

DISCUSSION

Between 2018 and 2021, Public Works installed rubberized play surfacing at all 19 of the City's park playgrounds to maintain compliance with the Americans with Disabilities Act (ADA). In order to preserve the surfacing, the areas must be resealed and/or patched every five to seven years due to wear and tear and high-impact areas such as slide exits, swings, etc. Conforming to the recommended maintenance schedule could extend the useful life of the rubberized play surfacing up to 20 years.

The Seven-Year Capital Improvement Program (CIP) includes an annual project to repair and reseal two to three playgrounds per year to fulfill the recommended maintenance schedule. This project incorporates CIP funding for both FY 2023-24 and FY 2024-25, and will repair and reseal the existing rubber playground surfaces at six locations: Cedar Glen, Eucalyptus, Evergreen, Maple Grove South, Veterans, and Damron Parks.

On September 12, the City received three bids with Robertson Industries as the low bidder. A summary of project award information is attached.

BUDGET IMPACT

CIP amounts originally budgeted in FY 2023-24 for park playground surface sealing and repair costs were carried over and combined with FY 2024-25 appropriations for this project. Total estimated project costs will not exceed $92,266 and sufficient amounts are available in the Recreation and Park District's General Fund Budget.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Project Award Information
Location Map

Project Award Information Checklist

Description of Project:
Repair and reseal existing pour-in-place rubber playground surface and other incidental items of work.

Contract Working Days: 30 working days

Orange County Register Publication Date: August 27, 2024

Notice Inviting Bids Sent to: CIPList.com, The Orange County Register, McGraw-Hill Construction, Dodge Construction Network, AGC Plan Room, Construct Connect, Construction Market Data

Bid Opening Date: September 12 ,2024

No. of Bid Packets Purchased: 24

	Bidders	Base Bid
1.	Robertson Industries, Inc., Tempe, AZ	$80,246*
2.	Wayne Perry, Inc., Buena Park, CA	$107,360
3.	Spectrasystems, Inc. dba SpectraTurf, Corona, CA	$150,349

Apparent Low Bidder: Robertson Industries, Inc., Tempe, AZ - $80,246

Qualified to Perform Work: Yes. Staff confirmed bid was responsive.

Contractor's License:		**Registration with DIR:**	
Valid at Time of Award:	Yes	**Contractor:**	Yes
Valid at Time of Bid:	Yes	**Sub-Contractor:**	Yes

Experience:
The apparent low bidder has performed this type of work for multiple government agencies in Southern California.

* The submitted bid amount was $80,266 but included a calculation error. The corrected amount is $80,246.

PROPOSAL BID SHEET

PROJECT 400

SCHEDULE OF WORK ITEMS

PARK PLAYGROUND SURFACING SEALING AND REPAIRS

Date: Thursday, September 12, 2024, at 11:30 a.m.

Contractor: Robertson Industries, Inc.

Address: 2140 E Cedar St Tempe, AZ 85281

Contact: Vince Brantley

Contractor's License No.: 667261

Phone: 714-904-8219

DIR Number: 1000002700

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress **PARK PLAYGROUND SURFACING SEALING AND REPAIRS, PROJECT 400** hereby proposes and agrees to furnish all labor, materials, equipment, plant, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Maintenance Division of the Department of Public Works of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

BASE BID

Playground # 1: Cedar Glen Park; 8,200 sq ft - 10201 Moody St., Cypress, CA 90630 Contractor shall verify actual field quantities prior to bidding.					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Site Preparation (power washing, repairs, debris cleaning inspect base layer buffing) PER LS	$	$ 4,510.
2.	1	LS	Furnish and apply PremARC® Water Based Maintenance Coating, or approved equal. PER LS	$	$17,237.
3.	1	LS	Furnish and install temporary fencing PER LS	$	$ 1,388.

TOTAL AMOUNT OF PLAYGROUND #1 BID: $ 23,135.00

TOTAL AMOUNT OF PLAYGROUND #1 BID IN WORDS:

Twenty Three Thousand One Hundred Thirty Five Dollars

(PLEASE PRINT TOTAL AMOUNT OF BID IN WORDS)

Playground # 2: Eucalyptus Park; 2,600sqft - 5900 Orangewood Ave, Cypress, CA 90630 Contractor shall verify actual field quantities prior to bidding.					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Site Preparation (power washing, repairs, debris cleaning inspect base layer buffing) PER LS	$	$1310.
2.	1	LS	Furnish and apply PremARC® Water Based Maintenance Coating, or approved equal. PER LS	$	$ 5,000.
3.	1	LS	Furnish and install temporary fencing PER LS	$	$1,210.

TOTAL AMOUNT OF PLAYGROUND #2 BID: $ 7,520.00

TOTAL AMOUNT OF PLAYGROUND #2 BID IN WORDS:

Seven Thousand Five Hundred Twenty Dollars

(PLEASE PRINT TOTAL AMOUNT OF BID IN WORDS)

Playground # 3: Evergreen Park; 5,700sqft - 9300 Moody St., Cypress, CA 90630 Contractor shall verify actual field quantities prior to bidding.					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Site Preparation (power washing, repairs, debris cleaning inspect base layer buffing) PER LS	$	$ 2,977.
2.	1	LS	Furnish and apply PremARC® Water Based Maintenance Coating, or approved equal. PER LS	$	$ 11,455.
3.	1	LS	Furnish and install temporary fencing PER LS	$	$ 1,301.

TOTAL AMOUNT OF PLAYGROUND #3 BID: $ 15,753.00 — $15,733.00

TOTAL AMOUNT OF PLAYGROUND #3 BID IN WORDS:

Fifteen Thousand Seven Hundred Fifty Three Dollars

(PLEASE PRINT TOTAL AMOUNT OF BID IN WORDS)

Playground # 4: Maple Grove South Park; 4,000sqft - 6221 Orangewood Ave, Cypress,CA 90630 Contractor shall verify actual field quantities prior to bidding.					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Site Preparation (power washing, repairs, debris cleaning inspect base layer buffing) PER LS	$	$ 2,145.
2.	1	LS	Furnish and apply PremARC® Water Based Maintenance Coating, or approved equal. PER LS	$	$8,198.
3.	1	LS	Furnish and install temporary fencing PER LS	$	$ 1,475.

TOTAL AMOUNT OF PLAYGROUND #4 BID: $ 11,818.00

TOTAL AMOUNT OF PLAYGROUND #4 BID IN WORDS:

Eleven Thousand Eight Hundred Eighteen Dollars

(PLEASE PRINT TOTAL AMOUNT OF BID IN WORDS)

Playground # 5: Veterans Park; 5,600sqft 4554 Avenida Granada, Cypress, CA 90630 Contractor shall verify actual field quantities prior to bidding.					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Site Preparation (power washing, repairs, debris cleaning inspect base layer buffing) PER LS	$	$2,857.
2.	1	LS	Furnish and apply PremARC® Water Based Maintenance Coating, or approved equal. PER LS	$	$ 10,920.
3.	1	LS	Furnish and install temporary fencing PER LS	$	$ 1,301.

TOTAL AMOUNT OF PLAYGROUND #5 BID: $ 15,078.00

TOTAL AMOUNT OF PLAYGROUND #5 BID IN WORDS:

Fifteen Thousand Seventy Eight Dollars

(PLEASE PRINT TOTAL AMOUNT OF BID IN WORDS)

Playground # 6: Damron Park; 2,340sqft - 5400 Myra Ave., Cypress, CA 90630 Contractor shall verify actual field quantities prior to bidding.					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Site Preparation (power washing, repairs, debris cleaning inspect base layer buffing) PER LS	$	$ 1,264.
2.	1	LS	Furnish and apply PremARC® Water Based Maintenance Coating, or approved equal. PER LS	$	$ 4,830.
3.	1	LS	Furnish and install temporary fencing PER LS	$	$ 868.

TOTAL AMOUNT OF PLAYGROUND #6 BID: $ 6,962.00

TOTAL AMOUNT OF PLAYGROUND #6 BID IN WORDS:

Six Thousand Nine Hundred Sixty Two Dollars

(PLEASE PRINT TOTAL AMOUNT OF BID IN WORDS)

TOTAL AMOUNT OF PLAYGROUND BASE BID (PLAYGROUNDS #1-6):

$ 80,266.00 — $80,246.00

TOTAL AMOUNT OF PLAYGROUND BASE BID (PLAYGROUNDS #1-6 BID IN WORDS:

Eighty Thousand Two Hundred Sixty Six — Forty Six Dollars

(PLEASE PRINT TOTAL AMOUNT OF BID IN WORDS)

NOTE:
Per Public Contracts Code Section 20103.8(a), the lowest bid shall be the lowest bid price on the base contract without consideration of the optional additive bid item.

No bidder may withdraw his bid for a period of ninety (90) calendar days after the opening of bids.

DAY WORK: Any day work specified for this project shall be performed during the hours 8:30 a.m. to 4:00 p.m., Monday through Friday.

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be **within THIRTY (30)** working days of the commencement date given on the Notice to Proceed, and that required overtime and other costs are a part of the bid as noted above.

BID ADDENDA: Interested bidders must register on CIPList.com to receive information regarding this Bid Documents and any addenda. Bidders shall submit a signed copy of all issued Bid Addenda with their bid. Failure to do so, may subject their bid to rejection.

PROPOSAL BID SHEET

PROJECT 400

SCHEDULE OF WORK ITEMS

PARK PLAYGROUND SURFACING SEALING AND REPAIRS

Date: Thursday, September 12, 2024, at 11:30 a.m.

Contractor: Wayne Perry, Inc.

Address: 8281 Commonwealth Ave. Buena Park, CA 90621

Contact: Ben Leiter

Contractor's License No.: 300345

Phone: 714-325-6254

DIR Number: 1000005785

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress **PARK PLAYGROUND SURFACING SEALING AND REPAIRS, PROJECT 400** hereby proposes and agrees to furnish all labor, materials, equipment, plant, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Maintenance Division of the Department of Public Works of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

BASE BID

Playground # 1: Cedar Glen Park; 8,200 sq ft - 10201 Moody St., Cypress, CA 90630 Contractor shall verify actual field quantities prior to bidding.					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Site Preparation (power washing, repairs, debris cleaning inspect base layer buffing) PER LS	$	$3,000.00
2.	1	LS	Furnish and apply PremARC® Water Based Maintenance Coating, or approved equal. PER LS	$	$15,680.00
3.	1	LS	Furnish and install temporary fencing PER LS	$	$ 600.00

TOTAL AMOUNT OF PLAYGROUND #1 BID: $ 19,280.00

TOTAL AMOUNT OF PLAYGROUND #1 BID IN WORDS:

Nineteen Thousand + Two Hundred + Eighty Dollars

(PLEASE PRINT TOTAL AMOUNT OF BID IN WORDS)

Playground # 2: Eucalyptus Park; 2,600sqft - 5900 Orangewood Ave, Cypress, CA 90630 Contractor shall verify actual field quantities prior to bidding.					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Site Preparation (power washing, repairs, debris cleaning inspect base layer buffing) PER LS	$	$3,000.00
2.	1	LS	Furnish and apply PremARC® Water Based Maintenance Coating, or approved equal. PER LS	$	a.L. $11,900.00
3.	1	LS	Furnish and install temporary fencing PER LS	$	$600.00

TOTAL AMOUNT OF PLAYGROUND #2 BID: $ 15,500.00

TOTAL AMOUNT OF PLAYGROUND #2 BID IN WORDS:

Fifteen Thousand + Five Hundred Dollars

(PLEASE PRINT TOTAL AMOUNT OF BID IN WORDS)

Playground # 3: Evergreen Park; 5,700sqft - 9300 Moody St., Cypress, CA 90630 Contractor shall verify actual field quantities prior to bidding.					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Site Preparation (power washing, repairs, debris cleaning inspect base layer buffing) PER LS	$	$3,000.00
2.	1	LS	Furnish and apply PremARC® Water Based Maintenance Coating, or approved equal. PER LS	$	$14,680.00
3.	1	LS	Furnish and install temporary fencing PER LS	$	$600.00

TOTAL AMOUNT OF PLAYGROUND #3 BID: $ 18,280.00

TOTAL AMOUNT OF PLAYGROUND #3 BID IN WORDS:

Eighteen Thousand + Two Hundred + Eighty Dollars

(PLEASE PRINT TOTAL AMOUNT OF BID IN WORDS)

Playground # 4: Maple Grove South Park; 4,000sqft - 6221 Orangewood Ave, Cypress,CA 90630 Contractor shall verify actual field quantities prior to bidding.					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Site Preparation (power washing, repairs, debris cleaning inspect base layer buffing) PER LS	$	$3,000.00
2.	1	LS	Furnish and apply PremARC® Water Based Maintenance Coating, or approved equal. PER LS	$	$13,950.00
3.	1	LS	Furnish and install temporary fencing PER LS	$	$600.00

TOTAL AMOUNT OF PLAYGROUND #4 BID: $ 17,550.00

TOTAL AMOUNT OF PLAYGROUND #4 BID IN WORDS:

Seventeen thousand Five Hundred + Fifty Dollars

(PLEASE PRINT TOTAL AMOUNT OF BID IN WORDS)

Playground # 5: Veterans Park; 5,600sqft 4554 Avenida Granada, Cypress, CA 90630 Contractor shall verify actual field quantities prior to bidding.					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Site Preparation (power washing, repairs, debris cleaning inspect base layer buffing) PER LS	$	$3,000.00
2.	1	LS	Furnish and apply PremARC® Water Based Maintenance Coating, or approved equal. PER LS	$	$21,350.00
3.	1	LS	Furnish and install temporary fencing PER LS	$	$600.00

TOTAL AMOUNT OF PLAYGROUND #5 BID: $ 24,950.00

TOTAL AMOUNT OF PLAYGROUND #5 BID IN WORDS:

Twenty Four Thousand + Nine Hundred + Fifty Dollars

(PLEASE PRINT TOTAL AMOUNT OF BID IN WORDS)

Playground # 6: Damron Park; 2,340sqft - 5400 Myra Ave., Cypress, CA 90630 Contractor shall verify actual field quantities prior to bidding.					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Site Preparation (power washing, repairs, debris cleaning inspect base layer buffing) PER LS	$	$3,000.00
2.	1	LS	Furnish and apply PremARC® Water Based Maintenance Coating, or approved equal. PER LS	$	$8200.00
3.	1	LS	Furnish and install temporary fencing PER LS	$	$600.00

TOTAL AMOUNT OF PLAYGROUND #6 BID: $ 11,800.00

TOTAL AMOUNT OF PLAYGROUND #6 BID IN WORDS:

Eleven Thousand Eight Hundred Dollars

(PLEASE PRINT TOTAL AMOUNT OF BID IN WORDS)

TOTAL AMOUNT OF PLAYGROUND BASE BID (PLAYGROUNDS #1-6):

$ 107,360.00

TOTAL AMOUNT OF PLAYGROUND BASE BID (PLAYGROUNDS #1-6 BID IN WORDS:

One Hundred + Seven Thousand + Three Hundred + Sixty Dollars

(PLEASE PRINT TOTAL AMOUNT OF BID IN WORDS)

NOTE:
Per Public Contracts Code Section 20103.8(a), the lowest bid shall be the lowest bid price on the base contract without consideration of the optional additive bid item.

No bidder may withdraw his bid for a period of ninety (90) calendar days after the opening of bids.

DAY WORK: Any day work specified for this project shall be performed during the hours 8:30 a.m. to 4:00 p.m., Monday through Friday.

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be **within THIRTY (30)** working days of the commencement date given on the Notice to Proceed, and that required overtime and other costs are a part of the bid as noted above.

BID ADDENDA: Interested bidders must register on CIPList.com to receive information regarding this Bid Documents and any addenda. Bidders shall submit a signed copy of all issued Bid Addenda with their bid. Failure to do so, may subject their bid to rejection.

PROPOSAL BID SHEET

PROJECT 400

SCHEDULE OF WORK ITEMS

PARK PLAYGROUND SURFACING SEALING AND REPAIRS

Date: Thursday, September 12, 2024, at 11:30 a.m.

Contractor:	Spectrasystems, Inc. dba.. SpectraTurf		
Address:	555 S. Promenade Ave #103, Corona, Ca 92879		
Contact:	Elizabeth Anderson	Contractor's License No.:	854429
Phone:	951-736-3579	DIR Number:	1000002615

The undersigned principal, after having carefully examined the plans, Specifications and General Provisions for the City of Cypress **PARK PLAYGROUND SURFACING SEALING AND REPAIRS, PROJECT 400** hereby proposes and agrees to furnish all labor, materials, equipment, plant, transportation, services, sales taxes and other costs necessary to complete the entire project in strict conformity with the specifications, general and special provisions, and all addenda therefore as prepared by the Maintenance Division of the Department of Public Works of the City of Cypress and to complete all work within the contract time specified in this PROPOSAL, for the following bid:

BASE BID

Playground # 1: Cedar Glen Park; 8,200 sq ft - 10201 Moody St., Cypress, CA 90630 Contractor shall verify actual field quantities prior to bidding.					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Site Preparation (power washing, repairs, debris cleaning inspect base layer buffing) PER LS	$ 14,982.00	$ 14,982.00
2.	1	LS	Furnish and apply PremARC® Water Based Maintenance Coating, or approved equal. PER LS	$ 13,733.00	$ 13,733.00
3.	1	LS	Furnish and install temporary fencing PER LS	$ 3,385.00	$ 3,385.00

TOTAL AMOUNT OF PLAYGROUND #1 BID: $ 32,100.00

TOTAL AMOUNT OF PLAYGROUND #1 BID IN WORDS:

Thirty two thousand one hundred Dollars

(PLEASE PRINT TOTAL AMOUNT OF BID IN WORDS)

Playground # 2: Eucalyptus Park; 2,600sqft - 5900 Orangewood Ave, Cypress, CA 90630 Contractor shall verify actual field quantities prior to bidding.					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Site Preparation (power washing, repairs, debris cleaning inspect base layer buffing) PER LS	$ 10,979.00	$ 10,979.00
2.	1	LS	Furnish and apply PremARC® Water Based Maintenance Coating, or approved equal. PER LS	$ 6,492.00	$ 6,492.00
3.	1	LS	Furnish and install temporary fencing PER LS	$ 2,732.00	$ 2,732.00

TOTAL AMOUNT OF PLAYGROUND #2 BID: $ 20,203.00

TOTAL AMOUNT OF PLAYGROUND #2 BID IN WORDS:

Twenty thousand two hundred three Dollars

(PLEASE PRINT TOTAL AMOUNT OF BID IN WORDS)

Playground # 3: Evergreen Park; 5,700sqft - 9300 Moody St., Cypress, CA 90630 Contractor shall verify actual field quantities prior to bidding.					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Site Preparation (power washing, repairs, debris cleaning inspect base layer buffing) PER LS	$ 14,763.00	$ 14,763.00
2.	1	LS	Furnish and apply PremARC® Water Based Maintenance Coating, or approved equal. PER LS	$ 10,887.00	$ 10,997.00
3.	1	LS	Furnish and install temporary fencing PER LS	$ 2,848.00	$ 2,848.00

TOTAL AMOUNT OF PLAYGROUND #3 BID: $ 28,498.00

TOTAL AMOUNT OF PLAYGROUND #3 BID IN WORDS:

Twenty eight thousand four hundred ninety eight Dollars

(PLEASE PRINT TOTAL AMOUNT OF BID IN WORDS)

Playground # 4: Maple Grove South Park; 4,000sqft - 6221 Orangewood Ave, Cypress,CA 90630 Contractor shall verify actual field quantities prior to bidding.					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Site Preparation (power washing, repairs, debris cleaning inspect base layer buffing) PER LS	$ 12,424.00	$ 12,424.00
2.	1	LS	Furnish and apply PremARC® Water Based Maintenance Coating, or approved equal. PER LS	$ 7,836.00	$ 7,836.00
3.	1	LS	Furnish and install temporary fencing PER LS	$ 2,790.00	$ 2,790.00

TOTAL AMOUNT OF PLAYGROUND #4 BID: $ 23,050.00

TOTAL AMOUNT OF PLAYGROUND #4 BID IN WORDS:

Twenty three thousand fifty Dollars

(PLEASE PRINT TOTAL AMOUNT OF BID IN WORDS)

Playground # 5: Veterans Park; 5,600sqft 4554 Avenida Granada, Cypress, CA 90630 Contractor shall verify actual field quantities prior to bidding.					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Site Preparation (power washing, repairs, debris cleaning inspect base layer buffing) PER LS	$ 15,802.00	$ 15,802.00
2.	1	LS	Furnish and apply PremARC® Water Based Maintenance Coating, or approved equal. PER LS	$ 10,629.00	$ 10,629.00
3.	1	LS	Furnish and install temporary fencing PER LS	$ 2,848.00	$ 2,848.00

TOTAL AMOUNT OF PLAYGROUND #5 BID: $ 29,279.00

TOTAL AMOUNT OF PLAYGROUND #5 BID IN WORDS:

Twenty nine thousand two hundred seventy nine Dollars

(PLEASE PRINT TOTAL AMOUNT OF BID IN WORDS)

Playground # 6: Damron Park; 2,340sqft - 5400 Myra Ave., Cypress, CA 90630 Contractor shall verify actual field quantities prior to bidding.					
No.	Quantity	Unit	Items of Work (Please Print Unit Prices Written in Words)	Unit Price	Total
1.	1	LS	Site Preparation (power washing, repairs, debris cleaning inspect base layer buffing) PER LS	$ 10,997.00	$ 10,997.00
2.	1	LS	Furnish and apply PremARC® Water Based Maintenance Coating, or approved equal. PER LS	$ 6,057.00	$ 6,057.00
3.	1	LS	Furnish and install temporary fencing PER LS	$ 165.00	$ 165.00

TOTAL AMOUNT OF PLAYGROUND #6 BID: $ 17,219.00

TOTAL AMOUNT OF PLAYGROUND #6 BID IN WORDS:

Seventeen thousand two hundred nineteen Dollars

(PLEASE PRINT TOTAL AMOUNT OF BID IN WORDS)

TOTAL AMOUNT OF PLAYGROUND BASE BID (PLAYGROUNDS #1-6):

$ 150,349.00

TOTAL AMOUNT OF PLAYGROUND BASE BID (PLAYGROUNDS #1-6 BID IN WORDS:

One hundred fifty thousand three hundred forty nine Dollars

(PLEASE PRINT TOTAL AMOUNT OF BID IN WORDS)

NOTE:
Per Public Contracts Code Section 20103.8(a), the lowest bid shall be the lowest bid price on the base contract without consideration of the optional additive bid item.

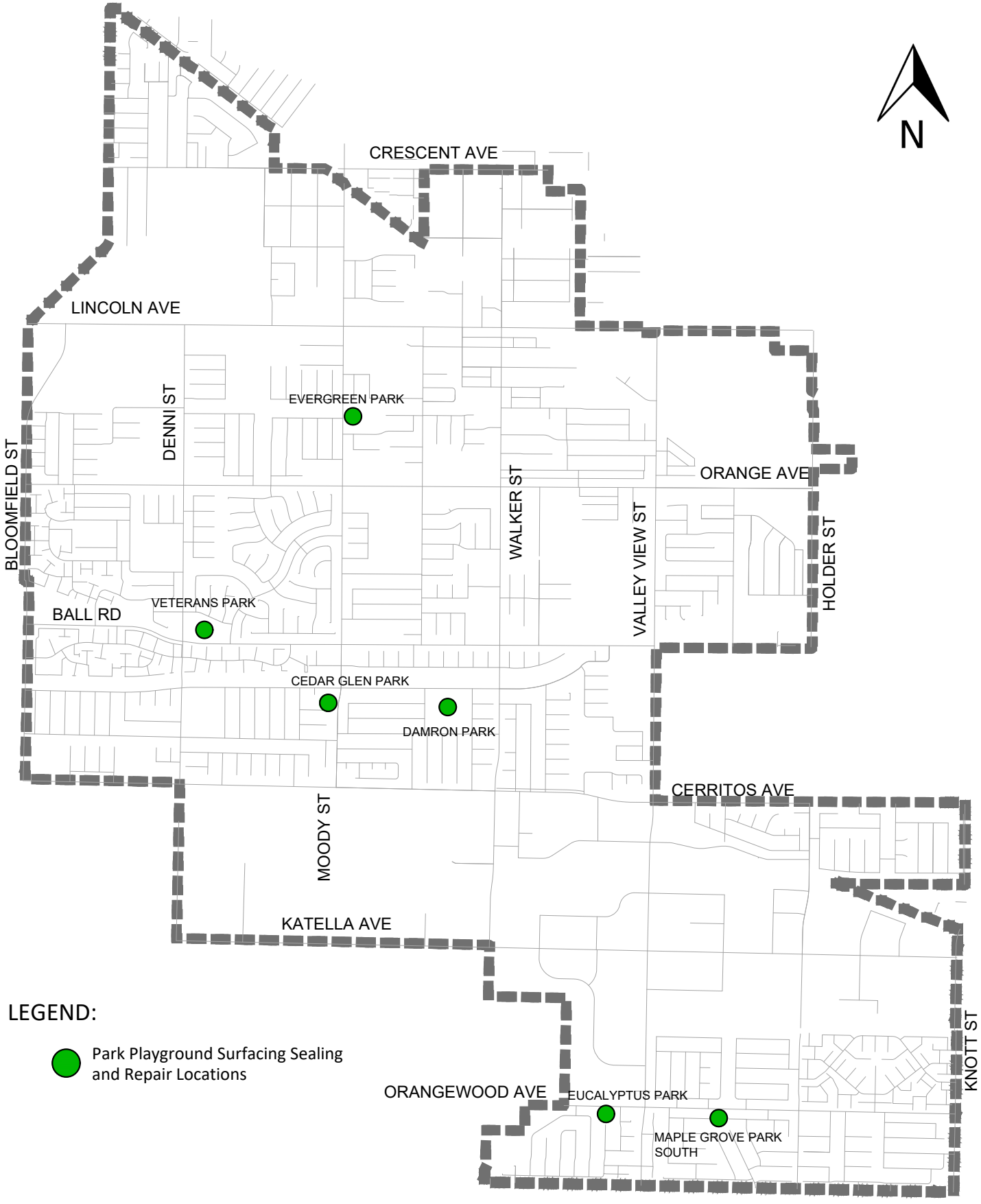
No bidder may withdraw his bid for a period of ninety (90) calendar days after the opening of bids.

DAY WORK: Any day work specified for this project shall be performed during the hours 8:30 a.m. to 4:00 p.m., Monday through Friday.

CONTRACT TIME: It is understood and agreed that the time limit for the completion of the above work shall be **within THIRTY (30)** working days of the commencement date given on the Notice to Proceed, and that required overtime and other costs are a part of the bid as noted above.

BID ADDENDA: Interested bidders must register on CIPList.com to receive information regarding this Bid Documents and any addenda. Bidders shall submit a signed copy of all issued Bid Addenda with their bid. Failure to do so, may subject their bid to rejection.

PARK PLAYGROUND SURFACING SEALING AND REPAIRS, PROJECT 400



i:\community development\public works\263 cip\cip 400 playground resurfacing fy23-24 & 24-25\02 pse\autocad\cip 400 location map.dwg

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **6.**

FROM: Mark Lauderback, Chief of Police

DATE: 10/28/2024

SUBJECT: **Approve the Urban Area Security Initiative Sub-Recipient Agreement**

RECOMMENDATION

Approve the Urban Area Security Initiative Sub-Recipient Agreement.

DISCUSSION

The Urban Area Security Initiative (UASI) provides federal funding to prevent, respond to, and recover from threats or acts of terrorism. In Orange County, Anaheim and Santa Ana administer the UASI grant to enhance preparedness and response capabilities. Orange County cities may receive UASI funding for projects, services, and training based on availability. The recommended agreement provides the Police department the opportunity to pursue UASI grant funding for training and equipment purchases.

BUDGET IMPACT

If Cypress is allocated UASI funding, a recommendation to approve the grant will be presented for City Council consideration.

LEGAL REVIEW

The agreement was reviewed by the City Attorney and approved as to form.

APPROVED BY: Peter Grant, City Manager

Attachments

UASI Sub-Recipient Agreement 2023

AGREEMENT

SUB-RECIPIENT: CITY OF CYPRESS

City Contract Number _____

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EXHIBITS

Exhibit A	CalOES FY2023 Grant Assurances
Exhibit B	Certification Regarding Debarment, Suspension and Other Responsibility Matters
Exhibit C	Certification Regarding Lobbying

Agreement Number:_____

AGREEMENT FOR TRANSFER OR PURCHASE OF EQUIPMENT/SERVICES OR

FOR REIMBURSEMENT OF TRAINING COSTS

FOR FY2023 URBAN AREAS SECURITY INITIATIVE (UASI)

BETWEEN
THE CITY OF SANTA ANA
AND CITY OF CYPRESS

THIS AGREEMENT is made and entered into this ____day of _____, 2024, by and between the CITY OF SANTA ANA, a municipal corporation (the "CITY"), and CITY OF CYPRESS, a municipal corporation (the "SUB-RECIPIENT" or "Contractor").

W I T N E S S E T H

WHEREAS, CITY, acting through the Santa Ana Police Department in its capacity as a Core City for the Anaheim/Santa Ana Urban Area under the FY2023 Urban Areas Security Initiative, has applied for, received and accepted a grant entitled "FY 2023 Urban Areas Security Initiative" from the federal Department Of Homeland Security(DHS) Federal Emergency Management Agency (FEMA), through the State of California Governor's Office of Emergency Services (CalOES), to enhance countywide emergency preparedness (the "grant"), as set forth in the grant guidelines and assurances that are incorporated to this Agreement by reference and located at:

U.S. Department of Homeland Security "Fiscal Year 2023 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO)"
https://www.fema.gov/print/pdf/node/652405

California Office of Emergency Services "FY2023 Homeland Security Grant Program: California Supplement to Federal Program Guidance" https://www.caloes.ca.gov/wp-content/uploads/Grants/Documents/FY2023-HSGP-State-Supplement.pdf

Copies of the grant guidelines shall be retained in the Anaheim/Santa Ana Grant Office.

WHEREAS, this financial assistance is administered by the CITY OF SANTA ANA ("CITY") and is overseen by the California Governor's Office of Emergency Services ("CalOES"); and

WHEREAS, this financial assistance is being provided to address the unique equipment, training, planning, and exercise needs of large urban areas, and to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the Anaheim/Santa Ana Urban Area ("ASAUA") consists of 34 cities in Orange County, including the City of Anaheim and the City of Santa Ana, the County of Orange, Santa Ana Unified School District Police, California State University, Fullerton,

University of California, Irvine, Municipal Water District of Orange County, and the Orange County Fire Authority; and

WHEREAS, the Office of Grants Management ("OGM") awarded a FY2023 UASI Grant of $5,113,750 ("Grant Funds") to the CITY OF SANTA ANA, as a Core City, for use in the ASAUA; and

WHEREAS, the CITY has designated the Chief of Police, or his designee and the Santa Ana Police Department, Emergency Management Director ("UASI Grant Office") to provide for terrorism prevention and emergency preparedness; and

WHEREAS, the UASI Grant Office now wishes to distribute FY2023 UASI Grant Funds throughout the ASAUA, as further detailed in this Agreement ("Agreement") to CITY OF CYPRESS ("SUB-RECIPIENT") and others;

WHEREAS, the CITY and SUB-RECIPIENT are desirous of executing this Agreement as authorized by the City Council and the Chief of Police which authorizes the CITY to prepare and execute the Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

A. The CITY, a municipal corporation, having its principal office at 20 Civic Center Plaza, Santa Ana, CA 92702; and

B. CITY OF CYPRESS, a municipal corporation, having its principal office at 5275 Orange Ave, Cypress, CA 90630.

§102. Representatives of the Parties and Service of Notices

A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

1. The representative of the City of Santa Ana shall be, unless otherwise stated in the Agreement:

Jose Gonzalez, Commander
Santa Ana Police Department
Homeland Security Division
60 Civic Center Plaza
Santa Ana, CA 92702
Phone: (714) 245-8009
jgonzalez@santa-ana.org

2. The representative of CITY OF CYPRESS shall be:

Name:_____

Title: _____

Sub Recipient Name: _____

Sub Recipient Address: _____

City_____ State: _____ Zip:_____

Phone: _____

E-mail: _____

B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

SUB-RECIPIENT is acting hereunder as an independent party, and not as an agent or employee of the CITY OF SANTA ANA. No employee of SUB-RECIPIENT is, or shall be an employee of the CITY OF SANTA ANA by virtue of this Agreement, and SUB-RECIPIENT shall so inform each employee organization and each employee who is hired or retained under this Agreement. SUB-RECIPIENT shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY OF SANTA ANA.

§104. Conditions Precedent to Execution of This Agreement

SUB-RECIPIENT shall provide copies of the following documents to the CITY OF SANTA ANA, unless otherwise exempted.

A. Standard Assurances (Grant Assurances) in accordance with section 412A of this Agreement attached hereto as Exhibit A and made part hereof.

B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with Section 412 of this Agreement and attached hereto as Exhibit B and made a part hereof.

C. Certifications and Disclosures Regarding Lobbying in accordance with Section 412C of this Agreement and attached hereto as Exhibit C and made a part hereof. SUB-RECIPIENT shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by SUB-RECIPIENT.

I. TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on 9/1/2023 and end on 3/31/2026 or upon the final disbursement of all of the Grant Amount (as defined in Section 301) and any additional period of time as is required to complete any necessary close out activities. Said term is subject to the provisions herein.

§202. Use of Grant Funds

A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds and in accordance with grant guidelines set forth above; or, b) reimburse SUB-RECIPIENT for purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, services, exercises and training to be purchased using the Application for Project Funding. A paper copy of this document will be provided to SUB- RECIPIENT by CITY. In addition, a compact disc with a copy of the document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Santa Ana Grant Coordinator and it will be provided.

B. SUB-RECIPIENT shall provide any reports requested by the CITY regarding the performance of the Agreement. Reports shall be in the form requested by the CITY, and shall be provided in a timely manner.

C. SUB-RECIPIENT shall provide the CITY a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet the minimum federal requirements. Federal procurement requirements for the FY2023 UASI Grant can be found at 2 Code of Federal Regulations (CFR) Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

D. The Authorized Equipment List (AEL) is a list of the allowable equipment which may be purchased pursuant to this Agreement and is located at https://www.fema.gov/authorized-equipment-list, and incorporated to this Agreement by reference. A copy of the AEL shall be retained in the Anaheim/Santa Ana Grant Office. Unless otherwise stated in program guidance any equipment acquired pursuant to this Agreement shall meet all mandatory regulations and/or DHS-adopted standards to be eligible for purchase using grant funds.

   Any equipment acquired or obtained with Grant Funds:

   1. Shall be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services,

and law enforcement agencies within the jurisdiction of the applicant;

2. Shall be consistent with needs as identified in the National Priorities and Core Capabilities, the State Homeland Security Strategy and the Anaheim/Santa Ana Urban Area and Orange County Operational Area Homeland Security Grants Strategy, the Threat Hazard Identification and Risk Assessment (THIRA), the State Preparedness Report; and deployed in conformance with those plans;

3. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan;

4. Shall be subject to the requirements of Title 2 CFR Part 200.313 and 200.314. For the purposes of this subsection, "Equipment" is defined as nonexpendable property that is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs $5,000 or more per unit, or is expected to have a useful life of one (1) year or more.

5. Shall be used by SUB-RECIPIENT in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer useful for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.

6. Shall be made available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.

7. Shall be recorded on a ledger. The record shall include: (a) description of the item of Equipment, (b) serial number or other identification number, (c) the source of funding for the property (including FAIN); (d) who holds the title, (e) date of acquisition; (f) the per unit acquisition cost of the Equipment, (g) percentage of federal participation in the project costs for the Federal award under which the property was acquired, (h) location, and (i) use and condition of Equipment, and (j) ultimate disposition data including the date of disposal and sale price of the property. Records must be retained pursuant to 2 CFR Part 200.313.

8. All equipment obtained under this Agreement shall have an ASAUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible.

9. A physical inventory of the Equipment shall be taken and the results reconciled with the Equipment records at least once every two years.

Inventory shall also be taken prior to any UASI, State or Federal monitor visits.

10. SUB-RECIPIENT shall exercise due care to preserve and safeguard equipment acquired with grant funds from damage or destruction and shall provide regular maintenance and such repairs for said equipment as necessary, in order to keep said equipment continually in good working order. Such maintenance and servicing shall be the sole responsibility of SUB-RECIPIENT, who shall assume full responsibility for maintenance and repair of the equipment throughout the life of said equipment.

11. SUB-RECIPIENT shall identify a Point-of-Contact (POC) to be responsible for all Equipment prior to the receipt of the item(s). POC will serve as the custodian of the Equipment. SUB-RECIPIENT shall notify the CITY of any change in the POC and assume the responsibility of advising the new custodian of all UASI grant program guidelines and requirements.

12. SUB-RECIPIENT shall contact the ASAUA Grant Office prior to initiating the disposition process. Disposal of equipment shall be conducted pursuant to 2 CFR Part 200.313. The ASAUA will contact the awarding agency for disposition instructions, if necessary, prior to any action being taken.

E. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in FY2023 Homeland Security Grant Program, as set forth above. All training expenses must be pre-authorized by CalOES. A catalogue of Grantor approved and sponsored training courses is available at https://cdp.dhs.gov/.

F. Any exercise paid pursuant to this Agreement shall conform to the guidelines as listed in FY2023 Homeland Security Grant Program, as set forth above. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep.

G. Any planning paid pursuant to this Agreement shall conform to the guidelines as listed in FY2023 Homeland Security Grant Program, as set forth above.

H. Any organizational activities paid pursuant to this Agreement shall conform to the guidelines as listed in FY2023 Homeland Security Grant Program, as set forth above.

III. PAYMENT

§301. Payment of Grant Funds and Method of Payment

A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds; or, b) reimburse SUB-RECIPIENT for the purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, exercises, services or training to be purchased using the Application for Project Funding. A copy of this document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Santa Ana Grant Coordinator and it will be provided. Funds may be used for planning, exercises, organizational and training activities, and the purchase of equipment as described in Section 202 above.

B. SUB-RECIPIENT shall provide invoices to the CITY requesting payment and all supporting documentation. Each reimbursement request shall be accompanied by the Reimbursement Request for Grant Expenditures detailing the expenditures made by SUB-RECIPIENT as authorized by Section 202 above. Each reimbursement request shall be submitted to the Santa Ana UASI Grant Office. For equipment for which SUB-RECIPIENT is requesting reimbursement, all appropriate back-up documentation must be attached to the reimbursement form, including invoices, proof of payment, packing slips, and Equipment Reimbursement Worksheet. For training reimbursements, SUB-RECIPIENT must include a copy of any certificates issued or a copy of the class roster verifying training attendees, proof that a CalOES tracking number has been assigned to the course, timesheets and payroll registers for all training attendees, receipts for travel expenses related to the training, and Training Reimbursement Worksheet. For regional project reimbursements, SUB-RECIPIENT must include approval from the lead agency for all submitted invoices.

C. Payment of final invoice shall be withheld by the CITY until the SUB-RECIPIENT has turned in all supporting documentation and completed the requirements of this Agreement.

D. It is understood that the CITY makes no commitment to fund this Agreement beyond the terms set forth herein.

E. Funding for all periods of this Agreement is subject to the continuing availability to the CITY of federal funds for this program. The Agreement may be terminated immediately upon written notice to SUB-RECIPIENT of a loss or reduction of federal grant funds.

IV. STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Sub-recipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Sub-recipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY. This Agreement shall be enforced and interpreted under the laws of the State of California and the CITY.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only by a written instrument executed by both parties hereto.

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§406. Prohibition Against Assignment or Delegation

SUB-RECIPIENT may not, unless it has first obtained the written permission of the CITY:

A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§407. Permits

SUB-RECIPIENT and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for SUB-RECIPIENT performance hereunder and shall pay any fees required therefore. SUB-RECIPIENT further certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals or restrictions of licenses, certificates, or other documents.

§408. Bonds

SUB-RECIPIENT must purchase a performance bond for any equipment item over $250,000 or any vehicle (including aircraft or watercraft) financed with homeland security funds. SUB-RECIPIENT must provide a copy of performance bond to CITY no later than the time of reimbursement.

§409. Indemnification

To the fullest extent of the law, SUB-RECIPIENT agrees to indemnify, defend, and hold harmless the City of Santa Ana, its officers, agents, employees, representatives and designated volunteers from and against any and all claims, demands, defense costs, or liability of any kind or nature arising out of or resulting from, or any way connected with SUB-RECIPIENT'S acts, errors or omissions in the performance of SUB-RECIPIENT'S services or use of grant funds under the terms of this Agreement.

§410. Conflict of Interest

A. SUB-RECIPIENT covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by Federal funds where such person is a

director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;

2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.

2. The term "financial or other interest" includes but is not limited to:

   a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

   b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

C. The SUB-RECIPIENT further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

D. The SUB-RECIPIENT shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Contractor.

E. Prior to obtaining the CITY'S approval of any subcontract, the SUB-RECIPIENT shall disclose to the CITY any relationship, financial or otherwise, direct or indirect, of the SUB-RECIPIENT or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the SUB-RECIPIENT, State of California, and Federal regulations regarding conflict of interest.

G. The SUB-RECIPIENT warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.

H. The SUB-RECIPIENT covenants that no member, officer or employee of SUB-RECIPIENT shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.

I. The SUB-RECIPIENT shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "SUB-RECIPIENT" and "sub subcontractor" for "Subcontractor".

§411. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250, et seq.).

§412. Statutes and Regulations Applicable To All Grant Contracts

A. Compliance with Grant Assurances

To obtain the Grant Funds, the Grantor required an authorized representative of the CITY to sign certain promises regarding the way the Grant Funds would be spent ("Grant Assurances"), attached hereto as Exhibit A. By signing these Grant Assurances, the CITY became liable to the Grantor for any funds that are used in violation of the grant requirements. SUB-RECIPIENT shall be liable to the Grantor for any funds the Grantor determines SUB-RECIPIENT used in violation of these Grant Assurances. SUB-RECIPIENT shall indemnify and hold harmless the CITY for any sums the Grantor determines SUB- RECIPIENT used in violation of the Grant Assurances.

B. SUB-RECIPIENT shall comply with all applicable requirements of state, federal, county and SUB-RECIPIENT laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. SUB-RECIPIENT shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars

SUB-RECIPIENT shall comply with 2 Code of Federal Regulations (CFR) Part 200 (Uniform Administrative, Cost Principles, and Audit Requirements for Federal Awards).

2. Single Audit Act

If Federal funds are used in the performance of this Agreement, SUB-RECIPIENT shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; Title 2 Code of Federal Regulations, Part 200, Subpart F Audit Requirements; and any administrative regulation or field memos implementing the Act. When reporting under on the FY2023 UASI Grant Program under the Single Audit Act, SUB-RECIPIENT shall use Catalog of Federal Domestic Assistance (CFDA) Program Number 97.067 "Homeland Security Grant Program"; Grant Identification Number 2023-0042; and identify the City of Santa Ana as the Pass-Through.

3. False Claims Act

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.

4. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered on file for all documents specified in this Agreement.

Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of three (3) years after the CITY receives notification of grant closeout from CalOES, and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The CITY may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Orange unless authorization to remove them is granted in writing by the CITY.

The Contractor agrees to provide SUB-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.

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.

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.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the SUB-RECIPIENT and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

5. Subcontracts and Procurement

SUB-RECIPIENT shall comply with the federal and SUB- RECIPIENT standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

SUB-RECIPIENT shall ensure that the terms of this Agreement with the CITY are incorporated into all Subcontractor Agreements. The SUB-RECIPIENT shall submit all Subcontractor Agreements to the CITY for review prior to the release of any funds to the subcontractor. The SUB-RECIPIENT shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

a. Recovered Materials

SUB-RECIPIENT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

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

b. Domestic Preference for Procurements/ Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

SUB-RECIPIENT should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:
(a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
(b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
(c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.
The "Buy America" preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a "Buy America" preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

6. Civil Rights

SUB-RECIPIENT shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of

the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601, et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

7. Equal Employment Opportunity

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: "During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation

of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

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

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

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

8. Davis-Bacon Act

If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.

9. Copeland "Anti-Kickback" Act.

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

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

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.

10. Contract Work Hours and Safety Standards Act

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

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

11. Environmental Standards

a. Clean Air Act

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.*

The contractor agrees to report each violation to the SUB-RECIPIENT and understands and agrees that the SUB-RECIPIENT will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

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.

b. Federal Water Pollution Control Act (33 USC 1251)

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.*

The contractor agrees to report each violation to the SUB-RECIPIENT and understands and agrees that the SUB-RECIPIENT will, in turn, report each violation as required to assure notification to the City of Santa Ana, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

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.

12. Telecommunications

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the

meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and*
ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

C. Statutes and Regulations Applicable To This Particular Grant

SUB-RECIPIENT shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Title 2 Code of Federal Regulations (CFR) Part 200; EO 12372; Department of Justice (DOJ) Office of Judicial Programs (OJP) Office of the Comptroller, U.S. Department of Homeland Security, Preparedness Directorate Financial Management Guide; U.S. Department of Homeland Security, Office of Grants and Training, FY 2020 Homeland Security Grant Program –Notice of Funding Opportunity; ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

   Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.

   Provisions of 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government- Wide Requirements for a Drug Free Workplace (grants).

2. Travel Expenses

SUB-RECIPIENT as provided herein may be compensated for SUB-RECIPIENT'S reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. Travel including in-State and out-of- State travel shall not be reimbursed without prior written authorization from the UASI Grant Office.

SUB-RECIPIENT'S travel and per diem reimbursement costs shall be reimbursed based on the SUB-RECIPIENT'S travel policies and procedures. If SUB-RECIPIENT does not have established travel policies and procedures,

SUB-RECIPIENT'S reimbursement rates shall not exceed the amounts established under 5 U.S.C 5701-11, ("Travel and Subsistence Expenses; Mileage Allowances"), or by the Administrator of General Services, or by the President (or his or her designee) pursuant to any provisions of such subchapter must apply to travel under federal awards (48 CFR 31.205-46(a)).

3. Debarment and Suspension

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

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

This certification is a material representation of fact relied upon by SUB-RECIPIENT . If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to CITY OF CYPRESS, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 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.

4. Byrd Anti-Lobbying Amendment

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

5. Noncompliance

SUB-RECIPIENT understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds, and repayment by SUB-RECIPIENT to CITY of any unlawful expenditures.

§413. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of SUB-RECIPIENT as an independent party and not as a CITY employee.

§414. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the SUB-RECIPIENT shall report the fact and disclose the Invention promptly and fully to the CITY. The CITY shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the CITY and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. Sections 200, et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). SUB-RECIPIENT hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the author or the CITY, at the CITY'S discretion, may copyright the Material. If the CITY declines to copyright the Material, the CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.

2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed

under this Agreement or any Copyright purchased under this Agreement.

3. SUB-RECIPIENT shall comply with all applicable requirements in the Code of Federal Regulations related to copyrights and copyright policy.

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

D. Rights to Data

The Grantor and the CITY shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

SUB-RECIPIENT shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

F. No Obligation by 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.

§415. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the CITY to provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all SUB-RECIPIENT contracts, including procurement, construction and personal services. This policy applies to all Contractors and Sub-Contractors.

V
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should SUB-RECIPIENT fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the CITY reserves the right to terminate the Agreement, reserving all rights under state and federal law.

§502. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by SUB-RECIPIENT and any increase or decrease in the amount of compensation which are agreed to by the CITY and SUB-RECIPIENT shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

SUB-RECIPIENT agrees to comply with all future CITY directives, or any rules, amendments or requirements promulgated by the CITY affecting this Agreement.

VI
ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes thirty-two (32) pages and three (3) Exhibits which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City and CITY OF CYPRESS have caused this Agreement to be executed by their duly authorized representatives on the date first set forth above.

ATTEST:

By:_____
JENNIFER L. HALL
City Clerk

RECOMMENDED FOR APPROVAL:

By:_____
ROBERT RODRIGUEZ
Acting Chief of Police

APPROVED AS TO FORM:

By:_____
TAMARA BOGOSIAN
Senior Assistant City Attorney

CITY OF SANTA ANA

By:_____
ALVARO NUNEZ
City Manager

ATTEST:

_____
THERESA BASS
City Clerk

SUB-RECIPIENT
CITY OF CYPRESS
UEI #NSLVQKY77AG4

By: _____

Printed Name _____

Title _____

APPROVED AS TO FORM

By:_____

Printed Name _____

Title _____

EXHIBIT A

California Governor's Office of Emergency Services
FY2023 Grant Assurances
(All HSGP Applicants)

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

(a) Applicable Federal Regulations (see below);
(b) Federal Program Notice of Funding Opportunity (NOFO);
(c) Federal Preparedness Grants Manual;
(d) California Supplement to the NOFO; and
(e) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/.

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, Applicants will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Applicant acceptance of the changes to the subaward.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. **Proof of Authority**
   The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

   (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
   (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or

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authorized body;

(c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;

(d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and

(e) The official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. **Period of Performance**
The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. **Lobbying and Political Activities**
As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

(a) 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.

(b) 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.

(c) The Applicant 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.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principle employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to

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support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. **Debarment and Suspension**
As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its subrecipients:

   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (4)(b) of this certification; and
   (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

   Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. **Non-Discrimination and Equal Employment Opportunity**
The Applicant will comply with all state and federal statutes relating to non- discrimination, including:

   (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
   (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
   (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
   (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
   (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits

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discrimination on the basis of age;

(f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;

(g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—
be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

(h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;

(i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;

(j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;

(k) Department of Homeland Security (DHS) policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;

(l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;

(m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and

(n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.),the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

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7. **Environmental Standards**

The Applicant will comply with state and federal environmental standards, including:

(a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
(b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
(c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
(d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
(e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
(f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
(g) Executive Order 11514 which sets forth national environmental standards;
(h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
(i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
(j) The Endangered Species Act of 1973, (P.L. 93-205);
(k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
(l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and
(m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: (1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease-and- desist order pursuant to section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. **Audits**

For subrecipients expending $750,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the

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Single Audit Act Amendments of 1996 and 2 C.F.R., Part 200, Subpart F Audit Requirements.

9. **Cooperation and Access to Records**
The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. **Conflict of Interest**
The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. **Financial Management**
False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.

12. **Reporting - Accountability**
The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating $30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. **Whistleblower Protections**
The Applicant must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. **Human Trafficking**
The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. **Labor Standards**
The Applicant will comply with the following federal labor standards:

(a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the

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Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and

(b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et seq.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non- profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

(a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;

(b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;

(c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and

(d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

(a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;

(b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and

(c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved

Initials _____

plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code §7920.000 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM (HSGP) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Acknowledgment of Federal Funding from DHS

The Applicant must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The Applicant must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as a useful resource.

24. Copyright

The Applicant must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2

C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude the Applicant from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The Applicant is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for United States Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirement

If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, the Applicant is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The Applicant is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must

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comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. **Terrorist Financing**
The Applicant must comply with Executive Order 13224 and United States law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. **Reporting of Matters Related to Recipient Integrity and Performance**
If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

35. **USA Patriot Act of 2001**
The Applicant must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

36. **Use of DHS Seal, Logo, and Flags**
The Applicant must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

37. **Performance Goals**
In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project and identified in the Threat and Hazard Identification and Risk Analysis or Stakeholder Preparedness Review or sustains existing capabilities, as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

38. **Applicability of DHS Standard Terms and Conditions to Tribes**
The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

(a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
(b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
(c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The "Buy America" preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a "Buy America" preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a "Buy America" preference under an infrastructure program in certain cases.

For any new awards FEMA makes after January 1, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated after January 1, 2023, Applicants will be required to follow the BABAA requirements unless a waiver is requested and approved.

40. Advancing Effective, Accountable Policing and Criminal Justice Practice to Enhance Public Trust and Public Safety

The Applicant must comply with the requirements of section 12(c) of Executive Order 14074. The Applicant is also encouraged to adopt and enforce policies consistent with Executive Order 14074 to support safe and effective policing.

IMPORTANT

The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the

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representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by DHS Standard Terms and Conditions 2023, Version 2, hereby incorporated by reference, which can be found at: https://www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Applicant:_____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title:_____Date: _____

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EXHIBIT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Government-wide Debarment and Suspension (Nonprocurement). The certification shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction or cooperative agreement.

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in covered transactions, as defined in the applicable CFR

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal State or local) with commission of any of these offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

_____ Address:_____

Authorized Agent Signature

_____ _____

Printed or Typed Name

_____ _____

Title

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT C

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

AGREEMENT NUMBER: _____

_____
CONTRACTOR/BORROWER/AGENCY

_____
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____
SIGNATURE DATE

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **7.**

FROM: Mark Lauderback, Chief of Police

DATE: 10/28/2024

SUBJECT: **Approve the Purchase of Police Department Tasers**

RECOMMENDATION

Approve a five-year agreement for $330,386 with Axon Enterprises, Inc. for Police Department Tasers.

DISCUSSION

The Police department's tasers were purchased in 2018 and have exceeded their reccommended useful life, are no longer under warranty, and need to be replaced. The FY 2024-25 Budget includes the replacement of 65 tasers used by Police Officers and Police Service Officers.

The recommended replacement taser is the Axon Taser 10, a state-of-the-art taser that offers the newest technology available. The tasers work seamlessly with the department's body worn camera and mobile audio-video systems. Once a taser is taken out of its holster, these systems automatically integrate to capture video as potential evidence. Founded in 1993, Axon provides tasers, body-worn cameras and digital evidence management systems to law enforcement agencies worldwide. Axon offers the tasers through a subscription model with a yearly fee rather than a one-time upfront payment. Subscription purchasing is the new normal for equipment and technology required by many city departments. The subscription provides for the replacement of tasers (as needed) and automatic software and technology upgrades.

The Axon Taser 10 purchase is recommended through Sourcewell, a cooperative purchasing program that conducts procurement on behalf of governments. Municipal Code § 21A-10(e) allows the use of cooperative purchasing programs as a more efficient and cost-effective procurement method by receiving volume-type pricing. The city regularly benefits from cooperative government purchasing programs to procure items at competitively bid prices.

BUDGET IMPACT

The $330,386 five-year agreement is funded with restricted Narcotics Asset Seizure monies from the Department of Justice. The FY 2024-25 Budget includes sufficient amounts for the implementation and subscription through June 30, 2025. The annual subscription (approximately $65,000) will be incorporated into future Police department budgets within the Narcotics Asset Seizure (Justice) Fund.

LEGAL REVIEW

The City Attorney has reviewed the proposed contract.

APPROVED BY: Peter Grant, City Manager

Attachments

Axon Taser Quote

Master Services Agreement

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-541808-45583.788KP

Issued: 10/18/2024

Quote Expiration: 11/15/2024

Estimated Contract Start Date: 01/01/2025

Account Number: 119528

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Cypress Police Department - CA 5275 Orange Ave Cypress, CA 90630-2957 USA	Cypress Police Department - CA 5275 Orange Ave Cypress CA 90630-2957 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Panasewicz Phone: +1 4803294734 Email: kylep@axon.com Fax: (480) 905-2071	Brock Paul Phone: (714) 229-6630 Email: bpaul@cypressca.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$310,635.00
ESTIMATED TOTAL W/ TAX	$330,386.02

Discount Summary

Average Savings Per Year	$13,010.40
TOTAL SAVINGS	$65,052.00

Payment Summary

Date	Subtotal	Tax	Total
Dec 2024	$67,555.80	$3,950.17	$71,505.97
Dec 2025	$60,769.80	$3,950.17	$64,719.97
Dec 2026	$60,769.80	$3,950.17	$64,719.97
Dec 2027	$60,769.80	$3,950.17	$64,719.97
Dec 2028	$60,769.80	$3,950.34	$64,720.14
Total	**$310,635.00**	**$19,751.02**	**$330,386.02**

Quote Unbundled Price:	**$375,687.00**
Quote List Price:	**$323,622.00**
Quote Subtotal:	**$310,635.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00010	BUNDLE - TASER 10 CERTIFICATION	65	60	$94.59	$81.24	$77.91	$303,849.00	$19,751.02	$323,600.02
A la Carte Services									
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			$6,786.00	$6,786.00	$6,786.00	$0.00	$6,786.00
Total							**$310,635.00**	**$19,751.02**	**$330,386.02**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	65	2	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	2	2	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	65	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	2	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	1300	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	390	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	55	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	100613	AXON TASER 10 - SAFARILAND HOLSTER - LH	10	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	12	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	65	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	200	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	520	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	190	1	12/01/2026
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	520	1	12/01/2026
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	200	1	12/01/2027

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	520	1	12/01/2027
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	190	1	12/01/2028
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	520	1	12/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	65	01/01/2025	12/31/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	65	01/01/2025	12/31/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	01/01/2025	12/31/2029

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	65
BUNDLE - TASER 10 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	65	12/01/2025	12/31/2029
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	2	12/01/2025	12/31/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	65	12/01/2025	12/31/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	2	12/01/2025	12/31/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	12	12/01/2025	12/31/2029
BUNDLE - TASER 10 CERTIFICATION	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	12/01/2025	12/31/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	5275 Orange Ave	Cypress	CA	90630-2957	USA
2	5275 Orange Ave	Cypress	CA	90630-2957	USA

Payment Details

Dec 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$6,786.00	$0.00	$6,786.00
Year 1	C00010	BUNDLE - TASER 10 CERTIFICATION	65	$60,769.80	$3,950.17	$64,719.97
Total				**$67,555.80**	**$3,950.17**	**$71,505.97**

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	C00010	BUNDLE - TASER 10 CERTIFICATION	65	$60,769.80	$3,950.17	$64,719.97
Total				**$60,769.80**	**$3,950.17**	**$64,719.97**

Dec 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	C00010	BUNDLE - TASER 10 CERTIFICATION	65	$60,769.80	$3,950.17	$64,719.97
Total				**$60,769.80**	**$3,950.17**	**$64,719.97**

Dec 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	C00010	BUNDLE - TASER 10 CERTIFICATION	65	$60,769.80	$3,950.17	$64,719.97
Total				**$60,769.80**	**$3,950.17**	**$64,719.97**

Dec 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	C00010	BUNDLE - TASER 10 CERTIFICATION	65	$60,769.80	$3,950.34	$64,720.14
Total				**$60,769.80**	**$3,950.34**	**$64,720.14**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell CEW Contract #092722-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/18/2024



Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5-year term ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment**. Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes**. Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

   7.1. **Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.

7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.**

7.3. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.

7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**

7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid**. Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

15. **Customer Responsibilities**. Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or an end user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

16. **Termination**.

    16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    16.2. **By Customer**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.

    16.3. **Effect of Termination**. Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices.Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General**.

18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.

18.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5. **Compliance with Laws**. Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968.

18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.

18.10. **Governing Law**. The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11. **Notices**. All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement**. This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at https://www.axon.com/sales-terms-and-conditions,Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:	**CUSTOMER**:
Axon Enterprise, Inc.	
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Axon Cloud Services Terms of Use Appendix

1. Definitions.

   a. "**Customer Content**" is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.

   b. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.

   c. "**Non-Content Data**" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.

   d. "**Provided Data**" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.

   e. "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access**. Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.

3. **Customer Owns Customer Content**. Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.

5. **Customer Responsibilities**. Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.

   a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

   b. To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy**. Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning**. Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

9. **Third-Party Unlimited Storage**. For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence end user or Customer is prohibited from storing data for other customers or law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.

10. **Location of Storage**. Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.

11. **Suspension**. Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

12. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.

13. **TASER Data Science Program**. Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

14. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

15. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**

16. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

17. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

c. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")

d. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

e. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.

f. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

18. **Axon Cloud Services Restrictions**. Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    g. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    h. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    i. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    j. use Axon Cloud Services as a service bureau, or as part of a Customer infrastructure as a service;

    k. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    l. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    m. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    n. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

19. **Draft One.** Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.

20. **After Termination**. Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.

21. **Post-Termination Assistance**. Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

22. **U.S. Government Rights**. If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud

Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

23. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1**. Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

Customer Size	**Days to Return from Start Date of TASER 10 Subscription**
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER Device Subscription Term**. The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
6. **Access Rights**. Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination**. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:

    10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
    10.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
    10.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating

for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. **Definitions**.

   1.1. "**API Client**" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.

   1.2. "**API Interface**" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License**.

   2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.

   2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.

   2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration**. Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities**. When using API Service, Customer and its end users may not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content**. All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content**. Neither Customer nor its end users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates**. Axon may update or modify the API Service from time to time (**"API Update"**). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General**. Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection**. Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance**. It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability**. Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer**. Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **8.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 10/28/2024

SUBJECT: **Approve a Cybersecurity Monitoring Services Agreement**

RECOMMENDATION

Approve a three-year agreement for $34,214.40 with Insight Public Sector, Inc. for cybersecurity monitoring services.

DISCUSSION

The agreement for E-mail security monitoring services expires in November. The City has utilized E-mail security monitoring services as an essential cybersecurity tools for decades. This service monitors, detects, and responds to events on the thousands of E-mails that pass through the city's network. E-mail security monitoring services continue to evolve and are a critical component to the city's security posture to better defend against cybersecurity attacks. Cybersecurity attacks, especially those targeting local governments, have become increasingly prevalent and the use of E-mail security monitoring services is an essential practice to defend against potential attacks.

In early 2024, Information Technology conducted a comprehensive review of E-mail security monitoring services and determined Barracuda E-mail security montioring services provide the necessary level of service at the most reasonable cost. As the existing E-mail security monitoring service provider, Barracuda has provided invaluable service and continually enhances their product to keep up with the changing technology landscape to provide the city with new tools and protections against potential hazards.

Insight Public Sector, Inc. offers Barracuda E-mail security monitoring subscription services through an OMNIA cooperative agreement. The OMNIA program allows local governments to purchase competitively bid information technology systems through a nationwide cooperative agreement and Municipal Code Section 21A-10(e) provides bidding may be dispensed with under cooperative purchasing agreements. These agreements expedite purchases and ensure market pricing. By opting for a prepaid three-year agreement, the annual cost of the subscription service is fixed. Therefore, a three-year agreement with Insight Public Sector, Inc. for Barracuda E-mail security monitoring services is recommended.

BUDGET IMPACT

Sufficient amounts are budgeted in the Central Services Fund for annual E-mail security monitoring services and the prepaid expenditures for years two and three will be incorporated into future budgets.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Insight - Omnia Co-op Agreement

Insight - E-mail Security Monitoring Services Quote

Cobb County

Contract # 23-6692-03

for

Technology Product Solutions and Related Services

with

Insight Public Sector

Effective: May 1, 2023

The following documents comprise the executed contract between the Cobb County, and Insight Pubic Sector effective May 1, 2023:

I. Executed Master Agreement
II. Supplier’s Response to the RFP, incorporated by reference

Reference No. 21070

Reference Number	
Reference Depart.	**Purchasing Department**

Master Agreement

Owner: Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Contractor: Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286

Description: **TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVICES:** The undersigned parties understand and agree to comply with and be bound by the entire contents of **Sealed Bid #23-6692** ("the RFP") and the Contractor's Proposal submitted October 13, 2022, which is incorporated herein by reference.

OMNIA PARTNERS, PUBLIC SECTOR: Supplier agrees to extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit) ("Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement ("Master Agreement").

Governing Law: This Agreement shall be governed by the laws of the State of Georgia. As to any dispute hereunder, venue shall be in the Superior Court of Cobb County, Georgia.

Term: This Agreement shall begin on May 1, 2023, the Effective Date, for a period of thirty-six months, and shall automatically terminate and renew for two (2) additional twelve (12) month periods and shall terminate absolutely on April 30, 2028, unless earlier terminated as provided herein. Pursuant to O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which it was executed and at the close of each succeeding calendar for which it may be renewed. The Parties reserve the right to renew, amend or extend the Agreement for additional terms. Either party may terminate this Agreement for convenience and/or due to lack of funding at the end of each annual term.

Price: Prices for services and equipment, if applicable, as stated in the Contractor's proposal

Billing: For purchases made by Cobb Count y Government, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall clearly identify such items in accordance with invoicing guidelines in the Sealed Bid Proposal. For purchases made by participating public agencies, the Contractor shall comply with each agency' s invoicing and billing requirements outlined on the applicable order.

{SIGNATURES ON NEXT PAGE}

IN WITNESS, WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.

Cobb County... Expect the Best!

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Lisa N. Cupid, Chairwoman
Cobb County Board of Commissioners

5/5/23
Date

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS
3/14/23

Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286

Authorized Signature

President
Title

4/4/2023
Date

FEDERAL TAX ID NUMBER

36-3949000

Approved as to form

County Attorney's Office

April 25, 2023
Date

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1. Cover Letter

The proposer shall provide a cover letter describing a brief history of the Proposer and its organization. The letter will list the Principal or Officer of the organization who will be the County's primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of products and services on behalf of the Proposer.
An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter.

Insight Response:

Insight provided a cover letter per RFP requirements; it can be found at the beginning of our proposal document.

2. Executive Summary

The Proposer shall provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal.

Insight Response:

Insight has carefully read the RFP and we are confident in our ability to exceed the requirements. Insight approaches opportunities to provide solicited services by assigning teams of specialists whose experience and knowledge of government contracts allows them to develop complete solutions to support the entire lifespan of our clients' IT assets.

We understand that operational functionality is a critical component to the success of contracts for any organization similar to Cobb County and OMNIA Partners. As a result, we have created back-office teams dedicated to each aspect of public sector contracts, including—but not limited to—compliance, credit, invoicing, procurement, and publisher paperwork.

As Insight Public Sector is entirely focused on providing IT solutions to public sector clients, we have the resources, processes, and flexibility to provide all levels of government and education clients with equal benefits and attention. We leverage the same tools and cost-saving techniques that utilize economies of scale, which allows us to provide consistent levels of service to large and small participants alike. Furthermore, we understand that budgets represent taxpayer money, and that the responsibilities of procurement and respecting manufacturer and publisher compliancy rules are more heavily weighted as a public sector participant than in a commercial environment. Insight's compliance team assures you meet these commitments.

Experience has taught us that certain segments of our public sector client base require specialized procurement options. Our approach is to ensure that each client receives the individual attention they need; as a result, Insight has divided our resources into vertical segments to match each client (e.g., government and education). This organizational structure ensures each vertical receives maximum support from Insight resources who understand the specific needs of each vertical.

Insight uses eCommerce tools to help our clients reduce cost, increase operational efficiency, eliminate errors, and control rogue purchases. Tools such as our web portal, built-in workflow, on-demand reporting, and license proofs provide equal service levels and cost-saving opportunities regardless of the size of the contract participant, as all our tools are scalable to size. Our eCommerce solutions provide an easy and effective way for us to keep our clients up to date with technological changes.

Although operational functionality and eCommerce are critical components of our approach to providing solicited services, the most important component of Insight's overall approach to this contract is our people. We are proud of the depth of experience and knowledge we make available to Participating Public Agencies through our account teams. Each employee at Insight either supports clients directly or supports someone else who does; we are all equally committed to our clients' satisfaction and success.

Insight's nationwide presence, which includes over 50 offices and over 200 public sector-focused sales and support teammates across the country, makes us the best choice for this contract and provides the 'feet on the street' necessary to make this Master Agreement more successful than ever before. We are 100% dedicated to OMNIA Partners members' continued growth and success.

Insight is offering Cobb County, OMNIA Partners, and all Participating Public Agencies every product and service available through Insight. Our offering also includes nationwide full life-cycle service offerings that allow us to provide out-sourcing of entire IT departments as well as services that allow us to manage a client's technology assets from inception to retirement. Insight has decades of experience providing customized solutions nationally for our clients.

Insight, Cobb County, and OMNIA Partners: A Growing IT Partnership

Insight's core values of hunger, heart, and harmony emphasize a deep commitment to service across all aspects of our business. In addition, our desire to create a positive impact in the lives of our clients, partners, and teammates positions Insight as a world-class partner aligned with Cobb County's and OMNIA Partners' strategic vision.

As an industry leader, Insight will continue to invest in our people, systems, and portfolio of offerings worldwide. By combining technology hardware, software, and services, Insight will regularly offer Participating Public Agencies custom-tailored solutions designed to meet their unique requirements and changing IT goals, while streamlining IT management and reducing their total cost of ownership.

The greatest value that Insight can provide to Cobb County and OMNIA Partners is that we leverage our extensive capabilities and resources to properly evaluate requirements. Our creative thinking and optimized pricing methodologies ensure the solutions we suggest drive significant value to your organizations.

Insight appreciates the opportunity to continue to build a successful partnership with Cobb County and OMNIA Partners, and we look forward to next steps following the RFP process. In the meantime, please contact us regarding any further questions or requests for additional information.

3. Company Background / Profile

Provide information on company background to include the following:

Insight Response:

As part of a $9.4 billion global company, Insight Public Sector, Inc. ("Insight") has successfully delivered solutions to clients like Cobb County for over 34 years.

Our parent company, Insight Enterprises, Inc. now ranks No. 373 on the Fortune 500, fulfilling a mission to help clients maximize the day-to-day value of IT while pursuing more incredible business transformation. Insight is also on the Channel Futures MSP 501, ranking No. 1 of IT service providers globally.

At Insight, we believe diversity is a critical component of our success. As a Fortune 100 Best Workplaces for Diversity company, our people are our greatest strength. We work diligently to promote a culture that celebrates and rewards creative thinking, collaborative decision-making and innovative solutions. Our teammates represent a wide range of backgrounds, life experiences, and viewpoints, which we believe leads to stronger teams.

Central to fostering a rich culture of diversity at Insight is a shared set of values among teammates:

- We respect and take care of each other.
- We exist to serve our clients.
- We act with integrity in all that we do.

Notable achievements include:

- Insight President & CEO Joyce Mullen named Top Channel Influencer by Channel Futures
- Insight Named a Finalist in Fast Company's 2022 World Changing Ideas Awards (Education Category)
- Insight earned a perfect score on the Human Rights Campaign Corporate Equality Index
- ADP's Humanity at Work Award
- Insight ranked at No. 59 for Diversity on Forbes Best Employers List
- Insight ranked at No. 83 on Barron's 100 Most Sustainable Companies
- Insight ranked at No. 95 on World's Best Employers List
- 2022 Corporate Equality Index 100 out of 100
- 2022 Microsoft Partner of the Year Award for Manufacturing
- 2022 Intel North America Partner of the Year
- 2022 Aruba Partner of the Year
- 2021 Microsoft Azure Security Deployment Partner of the Year
- 2021 Veritas Technologies Top National Business Partner of the Year

An organizational chart of our proposed project team is included in **Section 9 – Appendices, Appendix A**. Relevant background and experience for the key team members is as follows:

Team Member	Background & Experience
Scott Friedlander – Senior Vice President, Public Sector	Scott will provide executive leadership and serve as the main point of contact for all executive-level discussions between Insight and OMNIA Partners leadership. He has been in public sector sales for 40 years and with Insight (by way of acquisition) for 4 years.
Erica Falchetti – Sr. SLED Market Leader, Capture & Business Development	Erica will serve as the National Account Manager for OMNIA Partners and will provide direction for the sales teams to drive consistent sales growth and oversee the contract marketing strategy. She has been with Insight for 14 years.
Kevin Hallihan – Field Sales Market Leader, East/Central	Kevin leads our field SLED sales teams in the East and Central. He has been with Insight for 23 years.
Brian Louderback – Field Sales Market Leader, West/TOLA	Brian leads our field SLED sales teams in the West and TOLA. He has been with Insight for 23 years.
Ken Richter – Inside Sales Market Leader	Ken leads our nationwide inside SLED sales teams. He has been with Insight for 23 years.
Clayton Boras – Sales Market Leader, Higher Education	Clayton leads our field and inside higher education sales teams. He has been in public sector sales for 24 years and with Insight for 6 months.
Kathy Kramer – Marketing Manager	Kathy leads our public sector marketing teams. She has been in marketing roles for over 25 years and with Insight (by way of acquisition) for 6 years.
Paul Geils – Sr. Manager, SLED Compliance	Paul and his team will be responsible for ensuring Insight remains compliant with the terms of the contract, specifically as it relates to pricing, reporting, audits, and user access. He has been with Insight for 24 years.

a. *Legal name, address, phone and fax numbers, e-mail, Federal ID#, and website address.*

Insight Response:

Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286
480.333.3071
480.760.9488 fax

erica.falchetti@Insight.com
Federal Tax ID#: 36-3949000
www.ips.insight.com

b. *Date business was established under current name.*

Insight Response:

Insight Public Sector, Inc. was established on April 19, 1994.

On January 3, 2003, there was a reverse merger with a name change from Comark Government & Education Sales, Inc. to Insight Public Sector, Inc.

c. *Size of company including the total number of employees.*

Insight Response:

Insight Enterprises, Inc. (Insight Public Sector, Inc's parent company) has over 12,000 employees globally and earned over $9.4 Billion in revenue in 2021.

d. *Type of ownership or legal structure of business*

Insight Response:

Insight Public Sector, Inc. is an indirect wholly owned subsidiary of Insight Enterprises, Inc. and is the operational entity that conducts business with public sector clients.

e. *Has the company ever failed to complete work for which a contract was issued? If yes, explain the circumstances.*

Insight Response:

To the best of our knowledge, Insight has not defaulted on the fulfillment of any client contract for circumstances within our control.

f. *Are there any civil or criminal actions pending against the firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?*

Insight Response:

Insight is not involved in any pending or threatened legal proceedings that we believe would reasonably be expected to have a material adverse effect on its business, financial condition, or results of operations.

From time to time, Insight is party to various legal proceedings incidental to the business, including preference payment claims asserted in client bankruptcy proceedings, indemnification claims, claims of alleged infringement of patents, trademarks, copyrights, and other intellectual property rights, employment claims, claims of alleged non-compliance with contract provisions, and claims related to alleged violations of laws and regulations.

Insight regularly evaluates the status of the legal proceedings in which we are involved to assess whether a loss is probable or there is a reasonable possibility that a loss, or an additional loss, may have been incurred to determine if accruals are appropriate. If accruals are not appropriate, we further evaluate each legal proceeding to assess whether an estimate of possible loss or range of possible loss can be made. Although litigation is inherently unpredictable, we believe that we have adequate provisions for any probable and estimable losses. It is possible, nevertheless, that our consolidated financial position, results of operations, or liquidity could be materially and adversely affected in any particular period by the work required pursuant to any legal proceedings or the resolution of any legal proceedings during such period. Legal expenses related to defense of any legal proceeding or the negotiations, settlements, rulings, and advice of outside legal counsel in connection with any legal proceedings are expensed as incurred.

g. *Has the firm ever been disqualified from working for any public entity? If yes, explain the circumstances.*

Insight Response:

Insight has never been disqualified from working for or with any public entity.

h. *If a Supplier requires additional agreements to be signed by a Participating Public Agency, include a copy of the proposed agreement(s) as part of Supplier's proposal.*

Insight Response:

Please see **Section 9 – Appendices, Appendix B** for the following sample agreement documents, which Participating Public Agencies may be asked to sign at the transaction level:

- Sample Insight Statement of Work (SOW) template
- Sample Amazon Web Services Order Form Agreement
- Sample Google Cloud Platform Order Form Agreement
- Sample Microsoft Azure Order Form

4. Experience

Include a list of the five (5) most relevant or comparable contracts completed by your firm during the past five (5) years with a public entity. For each contract, provide the following information.

a. *Scope of services/contract description.*
b. *Dollar value of contract.*
c. *Assigned project personnel.*
d. *The contracting entity's contact person, current phone number, and current e-mail address as reference information.*

Insight Response:

Contract #1: Fairfax County, Virginia / OMNIA Partners – Technology Products & Services

a. Scope: All products and services
b. Dollar value: $300M annually (includes revenue from all piggybacks)
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Yong Kim, 703.324.3217, yong.kim@fairfaxcounty.gov

Contract #2: State of Iowa OCIO – Technology Products & Services (Piggyback of OMNIA)

a. Scope: All products and services
b. Dollar value: $45M annually
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Pearson Skepnek, 515.414.6107 pearson.skepnek@iowa.gov

Contract #3: City of Los Angeles – Software & Related Services (Piggyback of OMNIA)

a. Scope: Software and related services
b. Dollar value: $35M annually
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Kitty Pai, 909.738.0913, kitty.pai@lacity.org

Contract #4: State of Florida – Technology Products & Services (Piggyback of OMNIA)

a. Scope: Software and related services
b. Dollar value: $24M annually
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Christopher McMullen, 850.922.9867, christopher.mcmullen@dms.fl.gov

Contract #5: Miami-Dade County – Technology Products & Services (Piggyback of OMNIA)

a. Scope: Software and related services
b. Dollar value: $9M annually
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Guillermo Paneque, 305.596.8614, guillermo.paneque@miamidade.gov

5. Product Information / Service Capability

a. *Provide detailed information on service capability and the availability of service centers for maintenance and repairs on a national level. Indicate how many authorized service centers will be available for each state. Will pick up and delivery services be available for service of large equipment items?*

Insight Response:

Insight's manufacturer and publisher partners offer various warranty coverages that agencies have the option to purchase. Insight also partners with several third-party maintenance providers who offer a range of extended warranty options, depending on the product.

Additionally, for specific end user devices (laptops, PCs, printers, tablets), networking equipment, servers, and storage systems, Insight offers a suite of fee-based infrastructure maintenance services, which include the following coverage options:

- Flexible service levels from 24/7 to next day
- On-site, advanced exchange, and depot
- Warranty management
- End-of-life support for legacy products
- Remote diagnostics, monitoring, and call home feature

b. *Provide available payment terms and payment methods – purchase order, credit card (procurement card), etc. If credit cards are accepted, may credit card payment(s) be made online*

Insight Response:

Insight's standard payment terms are net 30 days from date of invoice.

The different payment vehicles supported by Insight include payments to the Lockbox, Credit Card, Procurement Card, and EFT/ACH payments. The preferred payment vehicle is the EFT/ACH payment. Insight accepts American Express, VISA, and MasterCard credit cards and procurement cards.

Insight supports the use of procurement cards/credit cards, with the parties understanding that cards are used for point-of-sale transactions only. Insight is unable to accept procurement cards for payment of orders placed on net terms via purchase orders. Net term payments must be paid by check, wire transfer, or ACH.

Credit card payments for point-of-sale transactions may be made online.

6. Pricing

a. *Suppliers shall provide pricing based on a discount from a manufacturer's price list or catalog. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Supplier and the pricing per item. Multiple percentage discounts are acceptable, if where different percentage discounts apply, different percentages are specified. Additional pricing and/or discounts may be included.*

- Include an electronic copy of the catalog from which discount is calculated. Electronic price lists must contain the following: *(if applicable)*
  - Manufacturer part #
  - Supplier's Part # (if different from manufacturer part #)
  - Description
  - Manufacturer's Suggested List Price and Net Price
  - Net price to Cobb County, GA (net price shall include freight and any additional fees that may be charged such as credit card processing, administrative fees, etc.)

Media submitted for pricing must include the Supplier's company name, solicitation name and bid #, and the bid opening date on a Flash Drive.

Insight Response:

Product Pricing Discount Structure

With a few exceptions, Insight's proposed pricing structure for products is based on a discount off the Insight list price, which is how the majority of product categories are priced on our current OMNIA Partners contract. By offering a discount from the Insight list price, we are providing Participating Public Agencies additional discounts against an already aggressive, market-driven, value-based pricing structure that is continually being benchmarked against our competitors within the industry. Our list price is publicly available on our website and is dynamically updated in real time.

The proposed discounts are as follows:

All Products (except Microsoft Software, Cisco, and AWS)		
Product Category	**Description**	**Discount %**
Accessories	Desktop Accessories	5.0%
	Display Accessories	4.0%
	Handheld Accessories	5.0%
	Keyboards & Mice	4.5%
	Mobile Phone Accessories	1.5%
	Mobile Phones	0.5%
	Networking Accessories	4.5%
	Notebook Accessories	4.0%
	Notebook Batteries	3.5%
	POS Accessories	4.0%
	Power Accessories	4.5%
	Printer Accessories	4.0%

Accessories (continued)	Projector Accessories	4.0%
	Server Accessories	3.5%
	Wireless Accessories	4.0%
	Wireless LAN Accessories	4.0%
Boards	System Components	3.0%
Cables	Cables	7.0%
	Cables Custom	7.0%
	Cables Printer	7.0%
Consumables	Printer Consumables	4.0%
Devices	Desktops	0.5%
	Handhelds	0.5%
	Notebooks	0.5%
Digital Imaging	Imaging Accessories	5.0%
	Imaging Camcorders	3.5%
	Imaging Digital Cameras	3.5%
	Imaging Scanners	3.5%
	Network Video	3.5%
Displays	Displays	1.5%
	Projectors	4.0%
Licensing	Cloud	1.0%
	Licensing Backup	2.0%
	Licensing Business Application	2.0%
	Licensing CAD/CAM	2.0%
	Licensing Cloning	2.0%
	Licensing Collaboration	2.0%
	Licensing Computer Security	2.0%
	Licensing Database	2.0%
	Licensing Development	2.0%
	Licensing Financial	2.0%
	Licensing Flow Chart	2.0%
	Licensing Graphic Design	2.0%
	Licensing Handheld	2.0%
	Licensing Network OS	2.0%
	Licensing OS	2.0%
	Licensing Personal Organization	2.0%
	Licensing Reference	2.0%

Licensing (continued)	Licensing Report Analysis	2.0%
	Licensing Spreadsheet	2.0%
	Licensing Utilities	2.0%
	Licensing Virtualization	2.0%
	Licensing Web Development	2.0%
	Licensing Word Processing	2.0%
Media	Media 4mm Tape	4.5%
	Media AIT Tape	4.5%
	Media DAT Tape	5.0%
	Media DLT Tape	4.5%
	Media LTO/Ultrium Tape	4.0%
	Media Magneto-Optical	4.5%
	Media Optical	4.5%
	Media SLR Tape	4.5%
	Media Travan Tape	4.5%
	Media VXA Tape	4.0%
	Media Zip	4.0%
Memory	Memory Desktop	4.5%
	Memory Flash	4.5%
	Memory Networking	4.0%
	Memory Notebook	4.5%
	Memory Printer/Fax	4.0%
	Memory Server	4.0%
Networking	10/100 Hubs & Switches	2.5%
	Bridges & Routers	2.5%
	Gigabit Hubs & Switches	2.5%
	Hardware Firewalls	3.0%
	Intrusion Detection	3.5%
	KVM	4.0%
	Modems	4.0%
	Network Adapters	3.5%
	Network Testing Equipment	2.0%
	Networking Communications	3.5%
	Repeaters & Transceivers	3.0%
	Telephony	4.0%

POS	POS Displays	4.0%
	POS Scanners	4.0%
	Printers Label	4.0%
Power	Power Data Center	4.0%
	Power Surge Protector	4.5%
	Power UPS	1.5%
Printers	Fax Machine	2.5%
	Multi-Function	2.5%
	Printers Dot Matrix	2.0%
	Printers Inkjet	2.0%
	Printers Laser	1.5%
	Printers Wide Format	0.5%
Servers	Servers 1 Processor	4.0%
	Servers 2 Processor	2.0%
	Servers 4+ Processor	2.5%
	Servers Blade	3.5%
	Servers Tower	2.0%
	Servers Unix	2.0%
Services	Advanced Integration	1.0%
	Asset Disposal	1.0%
	Asset Management	1.0%
	Electronic Services	1.0%
	Internal Lab Service	1.0%
	Lab Fees	1.0%
	Managed Services	1.0%
	Miscellaneous Solutions	1.0%
	PC Lab Order Service	1.0%
	Service Charge	1.0%
	Service Parts	1.0%
Software	Software Backup	2.0%
	Software Barcode/OCR	2.0%
	Software Business Application	2.0%
	Software CAD/CAM	2.0%
	Software Cloning	2.0%
	Software Collaboration	2.0%
	Software Computer Security	2.0%

Software (continued)	Software Database	2.0%
	Software Development	2.0%
	Software Financial	2.0%
	Software Flow Chart	2.0%
	Software Graphic Design	2.0%
	Software Handheld	2.0%
	Software Network OS	2.0%
	Software OS	2.0%
	Software Personal Organization	2.0%
	Software Reference	2.0%
	Software Report Analysis	2.0%
	Software Spreadsheet	2.0%
	Software Utilities	2.0%
	Software Virtualization	2.0%
	Software Web Development	2.0%
	Software Word Processing	2.0%
Storage	Adapters Fibre Channel	3.0%
	Adapters FireWire/US	4.0%
	Adapters IDE/ATA/SAT	4.0%
	Adapters RAID	2.5%
	Adapters SCSI	3.0%
	Disk Arrays	3.5%
	Disk Arrays JBOD	3.5%
	Drives Magneto-Optical	3.0%
	Drives Removable Disk	4.0%
	Hard Disks External	3.0%
	Hard Disks Fibre Channel	3.0%
	Hard Disks IDE/ATA/SAT	4.0%
	Hard Disks Notebook	3.5%
	Hard Disks SCSI	3.0%
	Optical Drives CD-ROM	3.0%
	Optical Drives CD-RW	3.5%
	Optical Drives DVD/CD	2.0%
	Optical Drives DVD-ROM	4.0%
	Optical Drives DVD-RW	3.5%
	Storage Accessories	4.0%

Storage (continued)	Storage NAS	2.0%
	Storage SAN	3.0%
	Tape Autoloaders AIT	3.5%
	Tape Autoloaders DAT	3.5%
	Tape Autoloaders DLT	2.0%
	Tape Autoloaders LTO	2.0%
	Tape Drives 4mm	3.5%
	Tape Drives 8mm/VXA	3.5%
	Tape Drives AIT	2.5%
	Tape Drives DAT	3.5%
	Tape Drives DLT	3.5%
	Tape Drives LTO/Ultra	3.5%
	Tape Drives SDLT	3.5%
	Tape Drives Travan	3.5%
Training	Training Courses	1.0%
	Training Reference Material	1.0%
Warranties	Complex Warranties	2.5%
	Licensing Warranties	2.0%
	Networking Warranties	2.5%
	Software Warranties	2.0%
	Warranties Electronic	2.5%
	Warranties Physical	2.5%

Specific to AWS and Cisco solutions, Insight's proposed pricing structure is based on a discount off the AWS and Cisco MSRP, respectively. This is consistent with how AWS and Cisco AWS solutions are typically priced within the industry.

AWS Solutions	
Product Line	**Discount off MSRP**
All (excluding Marketplace transactions)	1%

Cisco Solutions			
Product Line	**Discount off MSRP (Government)**		**Discount off MSRP (Education)**
Hardware/Software (Cisco Core & Compute)	36%		36%
Cisco Market	10%		10%
Learning Credits / Training	0%		0%
Cisco Technical and Maintenance Services (SKU Based)	8%		8%
Cisco / Insight Advanced & Technical Services (SOW based)	0%		0%
SMARTnet	**Incumbent**	**Non-Incumbent**	**All**
	16%	8%	28%

The final proposed pricing structure for products is for Microsoft software. Insight is proposing a cost plus structure, which is consistent with how Microsoft contracts are priced within the industry.

Microsoft Software	
Product Line	**Cost Plus Percentage**
Microsoft Software (including Cloud)	3.5%
Microsoft CSP /	15.0%

We have provided a list of all manufacturers, publishers, and suppliers we currently offer in **Section 9 – Appendices, Appendix C**. The corresponding discount percentages will be applied to a manufacturer's/publisher's offering based on the pricing structure outlined above. This list represents those manufacturers and publishers Insight is currently authorized to sell. As Insight continues to expand its product portfolio, additional manufacturers and publishers will be added. We will be happy to provide Cobb County, Participating Public Agencies, and OMNIA Partners with a current list at any time throughout the term of the contract.

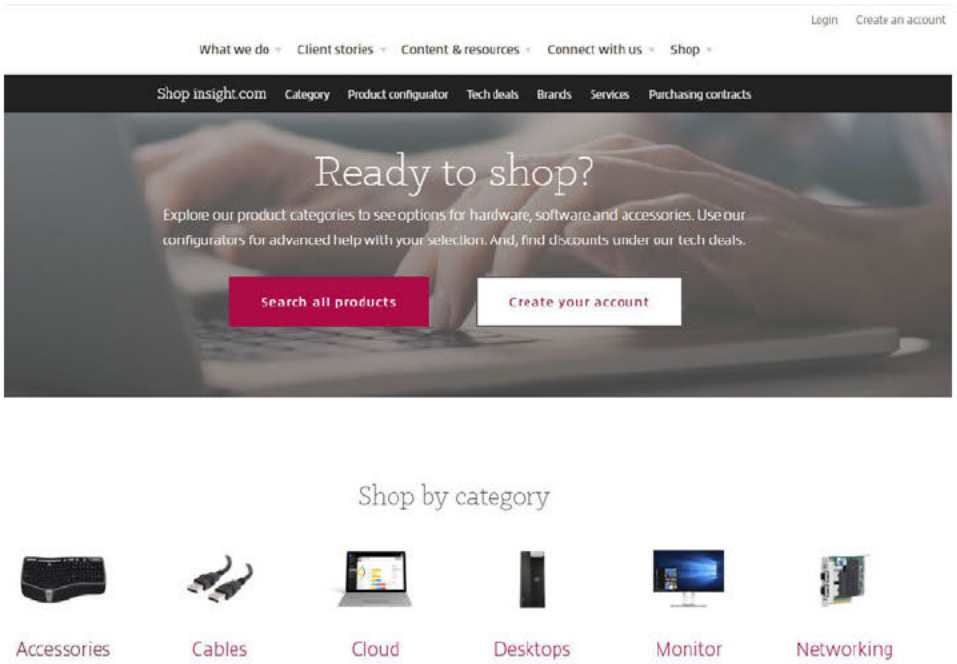
Please note that, at this time, Insight is unable to sell Apple solutions to K-12 schools, since Apple does not currently allow resellers to sell on their behalf to K-12 schools.

Insight's electronic catalog is located on our website, where customers can access manufacturer part numbers, product descriptions, Insight catalog list price, etc.:

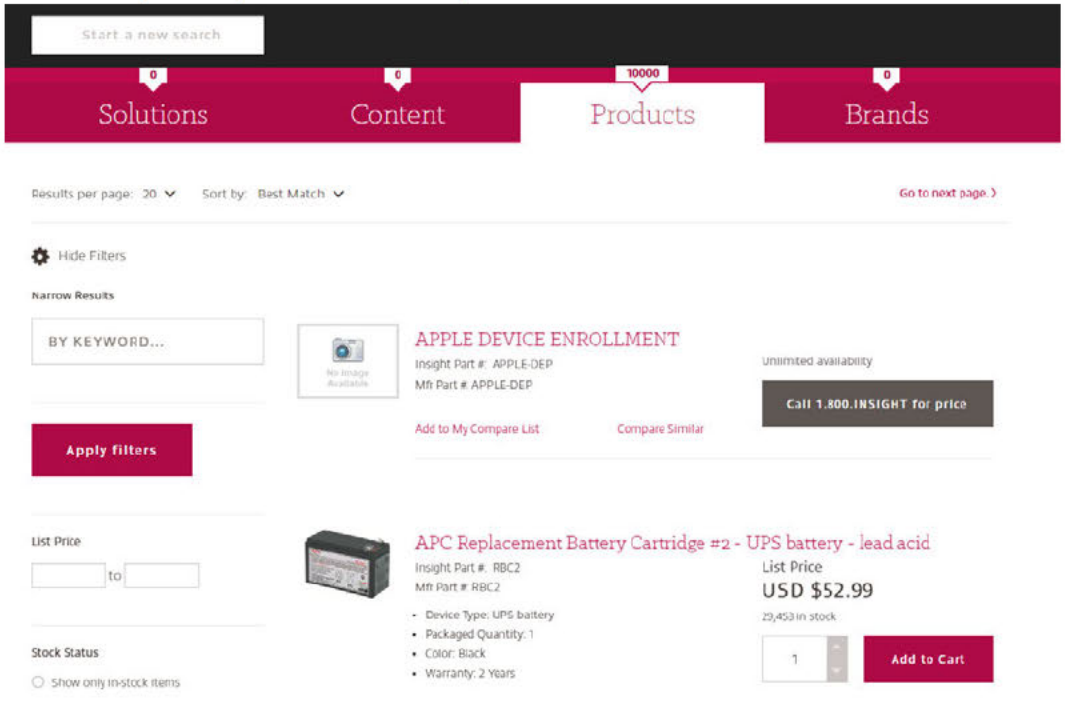
https://www.ips.insight.com/en_US/shop.html

Below, we have provided instructions detailing how to access this information.

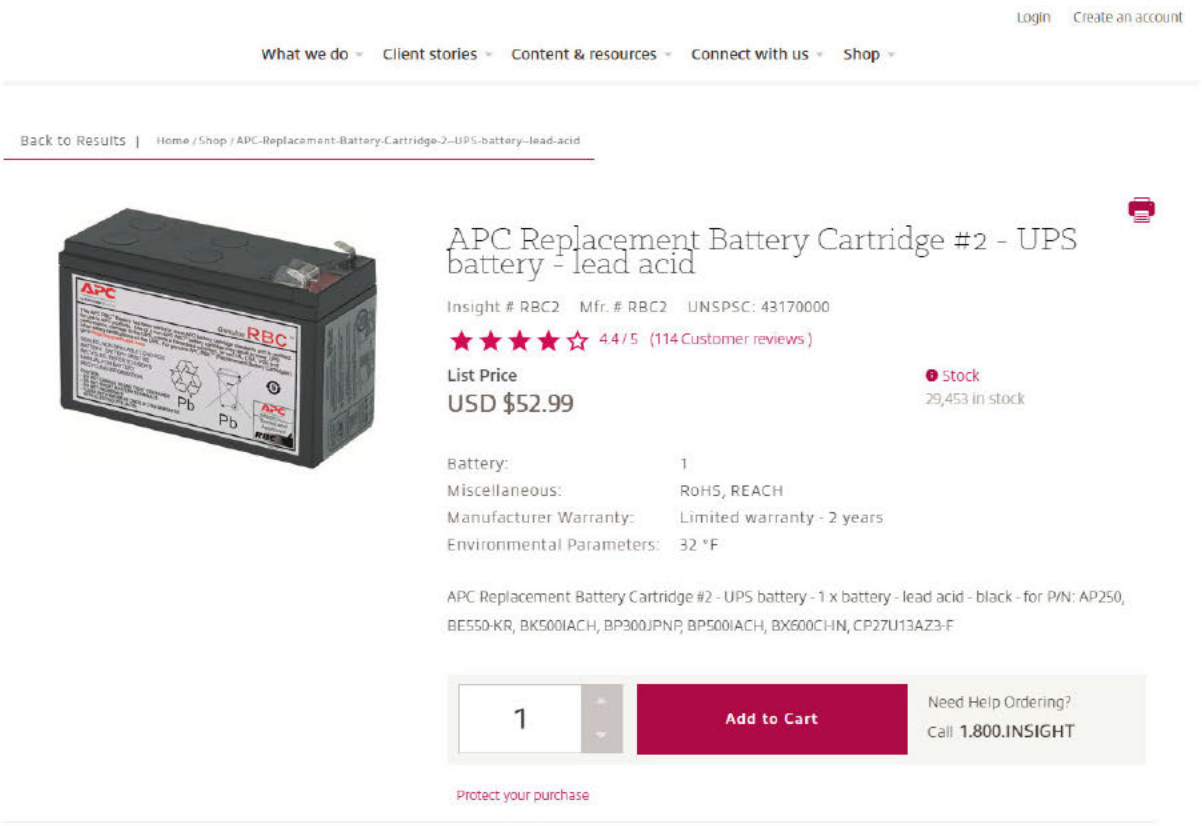
- Click on the link above, and then click "Search all products" to perform a search. (See screenshot below.)
- Customers also have the ability to "Shop by Category".



- Enter a keyword, product name, or part number in the search box, as shown below.



Below is a screenshot of a search result.



The search results presented in the screenshot above show the manufacturer part number, the Insight part number, product description and Insight's list price.

Should Insight be chosen as a successful vendor for this contract, we will update our dedicated OMNIA Partners web page (www.ips.insight.com/omnia) to show the Net Price to Cobb County (i.e., the not-to-exceed contract price).

We have provided a screenshot from our current OMNIA Partners web page for reference:



APC Replacement Battery Cartridge #2 - UPS battery - lead acid

Insight # RBC2 Mfr. # RBC2 UNSPSC: 43170000

★★★★☆ 4.4 / 5 (114 Customer reviews)

OMNIA PARTNERS PRODUCTS & SERVICES # 4400006644

USD $49.13

Stock
29,792 in stock

Battery:	1
Miscellaneous:	RoHS, REACH
Manufacturer Warranty:	Limited warranty - 2 years
Environmental Parameters:	32 °F

APC Replacement Battery Cartridge #2 - UPS battery - 1 x battery - lead acid - black - for P/N: AP250, BE550-KR, BK500IACH, BP300JPNP, BP500IACH, BX600CI-HN, CP27U13AZ3-F

1 Add to Cart Need Help Ordering? Call 1.800.INSIGHT

Protect your purchase

Services Pricing Discount Structure

With one of the deepest services portfolios in the United States, Insight is pleased to present the following as our proposed pricing structure for services and solutions.

The two components are:

- Service Category Rates
  - Cases where the work to be performed is presented to the client on a fixed fee or per unit basis.
  - Examples include per cable drop, per user, per device, and per engagement.

- Time & Material Rates
  - Cases where Insight is utilizing its internal resources to provide specific services based on contracted hourly rates.

Service category rates are as follows:

Service Category	Discount off Insight List Price
Consulting Services	10%
Consulting services drive value acrorss the entire enterprise through strategy, design, technology, and industry expertise—from guiding Agile and Scrum methodologies to leading OCM and transformation.	
Managed Services	10%
Managed services integrate with a client's operations and provide a full breadth of services ranging from reactive technical support to comprehenstive 24/7 monitoring, management, and reporting as well as services designed to cover infrastructure security.	
Professional and Lifecycle Services	10%
Professional services provide support to optimize IT environments across public, private, and hybrid infrastructure, enabling organizations to expand and evolve to meet the demands of application workloads, accelerating business transformation, and achieving strategic objectives.	
Other Services Not Listed Above	1%
As may be offered by Insight from time to time.	

Time & material rates are as follows:

Functional Role	Insight List Price (Hourly Rate)	Discount off List Price	Contract Not-to-Exceed Price (Hourly Rate)
Material Handler	$55.00	10%	$49.50
Service Desk Representative	$60.50	10%	$54.45
Services Technician – Cabling	$60.50	10%	$54.45
Deployment Coordinator	$66.00	10%	$59.40
Services Operations Specialist	$66.00	10%	$59.40
Services Technician Sr. – Cabling	$66.00	10%	$59.40
Service Desk Representative Sr.	$77.00	10%	$69.30

Systems Administrator	$88.00	10%	$79.20
Associate Consultant I	$104.50	10%	$94.05
Ops Business Analyst 2	$104.50	10%	$94.05
Supervisor Services	$104.50	10%	$94.05
Deployment Manager	$110.00	10%	$99.00
Billing Associate	$115.50	10%	$103.95
Infrastructure Technician II	$115.50	10%	$103.95
Project Coordinator	$115.50	10%	$103.95
Project Coordinator Sr.	$121.00	10%	$108.90
Business Analyst I	$132.00	10%	$118.80
Sr. Supervisor Services	$137.50	10%	$123.75
Infrastructure Technician Sr.	$143.00	10%	$128.70
Service Delivery Manager	$143.00	10%	$128.70
Associate Engineer	$154.00	10%	$138.60
Transition Manager	$159.50	10%	$143.55
Busines Analyst II	$165.00	10%	$148.50
Cabling Project Manager	$170.50	10%	$153.45
Associate Consultant II	$176.00	10%	$158.40
Consultant I	$187.00	10%	$168.30
Services Technician	$187.00	10%	$168.30
Services Technician Sr.	$187.00	10%	$168.30
Sr. Cabling Project Manager	$203.50	10%	$168.30
Client Services Manager I	$220.00	10%	$183.15
Consultant II	$220.00	10%	$198.00
Consultant	$225.50	10%	$198.00
Business Analyst Sr.	$231.00	10%	$202.95

Project Manager	$236.50	10%	$207.90
Consultant Sr.	$253.00	10%	$212.85
Engineer	$253.00	10%	$227.70
Project Manager Sr.	$269.50	10%	$227.70
Transition Manager Sr.	$269.50	10%	$242.55
Manager Programs	$275.00	10%	$247.50
Sr. Consultant	$275.00	10%	$247.50
Client Services Manager II	$286.00	10%	$257.40
Manager Services	$291.50	10%	$262.35
Engineer Sr.	$297.00	10%	$267.30
Delivery Engineer II	$302.50	10%	$272.25
Managing Consultant	$302.50	10%	$272.25
Architect I	$330.00	10%	$297.00
Sr. Managing Consultant	$335.50	10%	$301.95
Delivery Engineer III	$341.00	10%	$306.90
Principal Consultant	$363.00	10%	$326.70
Architect II	$390.50	10%	$351.45
Solutions Architect	$401.50	10%	$361.35
Sr. Principal Consultant	$423.50	10%	$381.15
Architect Sr.	$451.00	10%	$405.90
Sr. Manager Services	$605.00	10%	$544.50
Specialty	$660.00	10%	$594.00

The discount for the functional titles listed above shall remain consistent. The job titles themselves are reviewed annually and are subject to change as determined by Insight. A current price list will always be available at www.ips.insight.com/omnia.

b. *Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc. (if offered).*

Insight Response:

Insight will work closely with our manufacturer and publisher partners to provide the best possible prices for each opportunity. Clients will be highly encouraged to contact their sales teams when requesting pricing on larger volume purchases. Each manufacturer and publisher partner has different rules and offers related to large procurements. Insight will drive our internal resources and our partners to offer the best pricing available for each large volume purchase.

c. *If used, trade-ins, leasing/financing, or other offerings are available, provide applicable pricing and discounts.*

Insight Response:

Insight Global Finance (IGF) provides flexible IT financing and leasing services with flexible term lengths and repayment options to meet your organization's specific needs.

IGF offers a wide variety of cost-effective and timely IT financing options to help our clients leverage IGF financing options for hardware, software and services.

- Equipment Lease (FMV) – Allows you to return, purchase or extend at the end of your lease term.
- Capital Lease ($1.00) – Lease purchase vehicle that automatically terminates at the end of your lease term.
- Software Payment Agreement – Structured payments for software licenses and multi-year software subscriptions.
- Maintenance Payment Agreement – Structured payments for multi-year maintenance/warranty agreements.

Payment Options

- One- to Five-year Terms
- Monthly, Quarterly & Annual Payment Options
- 30, 60 & 90 day deferrals
- Custom Payment Streams (Step, Skip & Seasonal)

Leasing Value-Adds

- Small, medium & large ticket origination capabilities to handle any project size or equipment type
- Simple, transparent & fair documentation with no surprises or hidden fees
- No outsourcing. Our in-house knowledgeable, creative pre-sales team is ready to help assess and structure the right plan for your organization.
- Our dedicated, in-house operations team simplifies onboarding, order processing, and reporting.

- Vendor consolidation. Our team can help manage multiple financial solutions with a consolidated, vendor neutral approach.
- Partnership. Insight is a top tier partner with all the major manufacturer's captive financial institutions. We can assist with interactions between your organization and the captives, freeing up your employees' time and resources.

7. Financial Statements

Proposers shall submit a recent history of financial solvency and provide the following:

a. *Financial Statement: Include the most recent, independently certified financial statement. Financial statements must include a balance sheet and income statement.*

Insight Response:

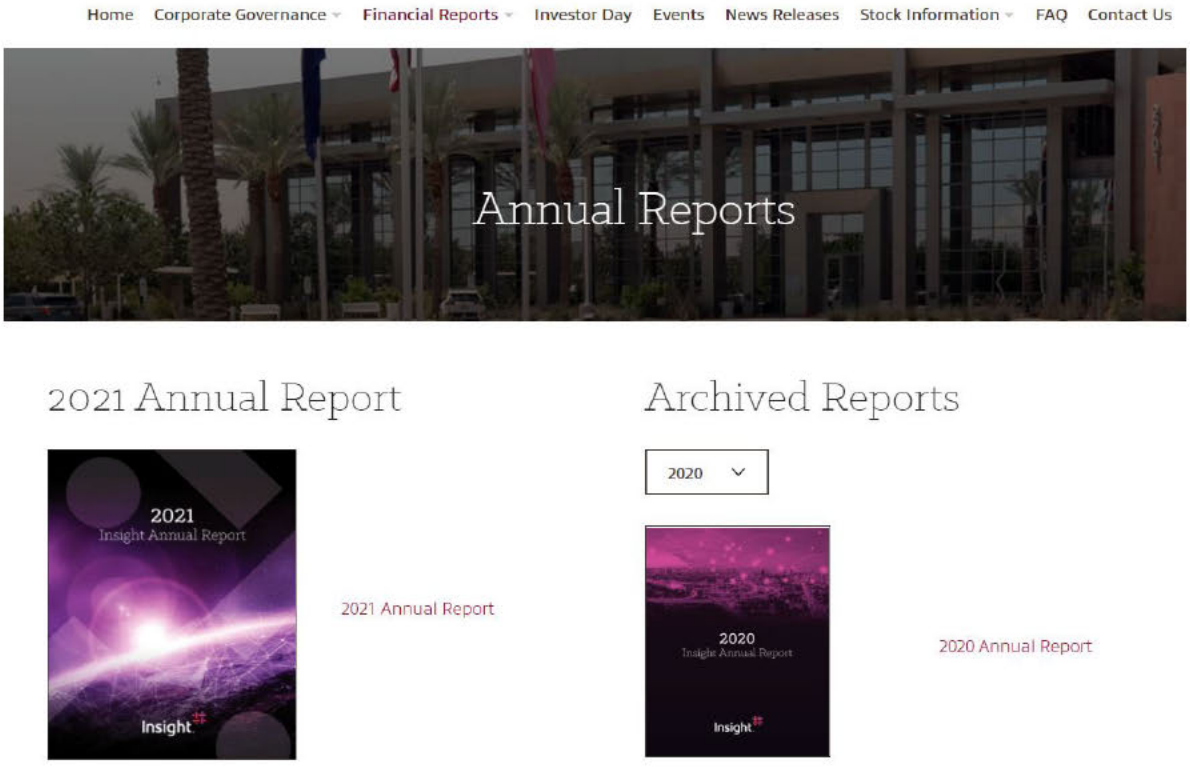
The combined Insight companies and their subsidiaries represent a $9.4 billion global enterprise and are the largest single source solution provider of computer technology and services in the U.S. While remaining small enough to service our public sector clients with personal attention, Insight Public Sector has the resources of the Insight family of companies behind us to support our efforts.

Insight Enterprises, Inc. is a publicly traded company and adheres to general accounting practices and principals. Insight Enterprises' latest Annual Report (year ending 2021) can be found on our corporate website here:

https://investor.insight.com/financial-reports/annual-reports/default.aspx

Our current Annual Report includes a total of three (3) years of the requested financial information. Cobb County can access our audited financial statements on pages 52-56 of our 2021 Annual Report.

Below is a screenshot of the Insight Investor Relations Annual Report Page.



On page 47 (page # listed at the bottom of the page), you will find the Index to Consolidated Financial Statements, identifying the pages in which to find Consolidated Balance Sheets (page 52) and Consolidated Statements of Comprehensive Income (page 54). A screenshot of the Index to Consolidated Financial Statements is below:

INSIGHT ENTERPRISES, INC.
INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

Item 8. *Financial Statements and Supplementary Data*

	Page
Reports of Independent Registered Public Accounting Firm	48
Consolidated Balance Sheets – December 31, 2021 and 2020	52
Consolidated Statements of Operations – For each of the years in the three-year period ended December 31, 2021	53
Consolidated Statements of Comprehensive Income – For each of the years in the three-year period ended December 31, 2021	54
Consolidated Statements of Stockholders' Equity – For each of the years in the three-year period ended December 31, 2021	55
Consolidated Statements of Cash Flows – For each of the years in the three-year period ended December 31, 2021	56
Notes to Consolidated Financial Statements	57

b. *Name and address of firm preparing the attached financial statement including a letter stating the independent audit or review has been performed by the firm.*

Insight Response:

KPMG LLP (Phoenix, Arizona) is the firm that prepared the financial statements, and we have included a letter from KPMG LLP stating that they have audited said statements. The letter can be found on the following pages.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and Board of Directors
Insight Enterprises, Inc.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Insight Enterprises, Inc. and subsidiaries (the Company) as of December 31, 2021 and 2020, the related consolidated statements of operations, comprehensive income, stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2021, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2021, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2021, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated February 18, 2022 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgment. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Evaluation of revenue recognition

As discussed in Note 1 to the consolidated financial statements, the Company recognizes revenue when it satisfies a performance obligation by transferring control of a product or service or by arranging for the sales of a vendor's product or service to a client. The Company measures

revenue based on the consideration received in a contract with a client, and excludes any sales incentives and amounts collected on behalf of third parties. The Company offers hardware and software products, as well as services. Given the number of product and service offerings, significant judgment is exercised by the Company in recognizing revenue, including the following decisions:

- Determining the point in time when a customer takes control of hardware.
- Determining the point in time when the customer acquires or renews the right to use or copy software under license and control transfers to the customer.
- Evaluating the Company as either a principal or an agent for hardware and software products and services, and the related recognition of revenue from the customer on a gross or a net basis.
- Determining an appropriate pattern of revenue recognition for service performance obligations.

We identified the evaluation of revenue recognition as a critical audit matter because the audit effort to evaluate the Company's revenue recognition judgments, including those noted above, was extensive and required a high degree of auditor judgment.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls over the revenue recognition process, including controls related to the timing and pattern of revenue recognition and gross versus net revenue recognition. As part of testing the Company's internal controls, we also involved information technology (IT) professionals with specialized skills and knowledge, who assisted in testing of general IT controls over significant systems and the evaluation of system interface controls and automated controls designed to determine the existence, accuracy, and completeness of revenue. We evaluated the Company's significant accounting policies related to its product and service offerings by reviewing the terms of certain vendor and customer contracts and comparing the policies to the revenue recognition standard. We selected a sample of revenue transactions and performed the following for each selection:

- Obtained evidence of a contract with the customer.
- Compared the amounts recognized and timing of revenue recognition to underlying documentation, including purchase orders, shipping documentation, and evidence of payment, if applicable.
- Evaluated the Company's application of their accounting policies to determine the timing and amount of revenue to be recognized.
- Tested the presentation of revenue as gross or net by comparing the Company's gross or net presentation to the attributes of the underlying vendor support and the Company's accounting policy.

/s/ KPMG LLP

We have served as the Company's auditor since 1990.

Phoenix, Arizona
February 18, 2022

c. *State whether the Proposer has ever had a bankruptcy petition filed in its name, voluntarily or involuntarily. If yes, specify all relevant details.*

Insight Response:

Insight has never had a bankruptcy petition filed in its name, either voluntarily or involuntarily.

8. National Contract

a. *Include a detailed response to Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses shall highlight experience, demonstrate a strong national presence, describe how Supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and report to OMNIA Partners.*

Insight Response:

Insight's response to **Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative Contract** can be found below.

OMNIA Partners Response for National Cooperative Contract

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

COMPANY

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

Insight Response:

Over our 34 years in business, Insight has expanded through both organic growth and acquisitions to match the advancement of technology. Having humbly begun in 1988 out of a garage in Tempe, Arizona, Insight Enterprises is now a $9.4 billion industry-recognized solutions integrator. Founders Tim and Eric Crown established Insight Enterprises as Hard Drives International, inspired by a business plan that took root in a college assignment and using a cash advance from a credit card to act on it. Helping our clients on their digital journey is at the heart of what we do. From our original location in the United States, we expanded nationwide and entered Canada in 1997 and the United Kingdom in 1998. We now operate in 18 countries with 39 global locations.

Through acquisitions and organic growth, we continued to increase our geographic coverage and expand our technical capabilities. Our track record of innovation marks our evolution as an industry-recognized solutions integrator differentiated by end-to-end expertise to envision, develop, securely deploy, and manage our clients' modern IT solutions at scale. Insight now ranks No. 373 on the Fortune 500, fulfilling a mission to help clients maximize the day-to-day value of IT while pursuing more incredible business transformation. Insight is also on the Channel Futures MSP 501, ranking No. 1 of IT service providers globally.

Our Offerings

Our offerings in North America and certain countries in EMEA and APAC include hardware, software, and services, including cloud solutions. Our offerings in the remainder of our EMEA and APAC segments consist of powerful software and certain software-related services and cloud solutions. On a consolidated basis, hardware, software, and services represented approximately 62%, 24%, and 14% of our net sales in 2021. This compares to 61%, 25%, and 14% of our net sales in 2020 and 60%, 27%, and 13%, respectively, of our consolidated net sales in 2019.

Our Areas of Expertise

Insight developed comprehensive solutions to meet the market demand and deliver meaningful client outcomes at scale. We quickly adapt to new innovative technology trends to advance our technical expertise. Our nearly 11,500 global teammates help organizations be ambitious in their digital transformation by providing Insight Intelligent Technology Solutions in the following key areas: Modern Workplace, Modern Apps, Modern Infrastructure, Intelligent Edge, Data and AI, and Cybersecurity.



Insight Public Sector, Inc.

Insight Public Sector, Inc. is one of the largest providers of technology to Public Sector clients in the United States. Insight brings a wealth of contract experience to our Public Sector clients, holding more than 250 contracts across the federal, state, local, and education verticals. We currently hold some of the largest contracts in the industry, from federal contracts, such as GSA and NASA SEWP, to national cooperative contracts like OMNIA Partners. We also hold state-wide contracts in over 40 different states. Collectively, these contracts and our dedicated Public Sector sales and services teams allow us to provide customized products and solutions that range from initial consulting, procurement, and product delivery to maintenance and support.

Insight's purpose is to make meaningful connections that help organizations run smarter. Our value is our ability to guide, advise, implement, and manage IT solutions for our customers. Our strategy is to deliver relevant IT solutions to our customers on a scalable support and delivery platform.

Our process knowledge and technical expertise allow us to assess, design and deploy IT solutions to help our customers enable, manage, and secure their IT environments. Our product fulfillment and logistics capabilities, management tools, and technical expertise make designing, deploying, and managing IT solutions easier for our customers while helping them control their IT costs.

B. *Total number and location of salespersons employed by Supplier.*

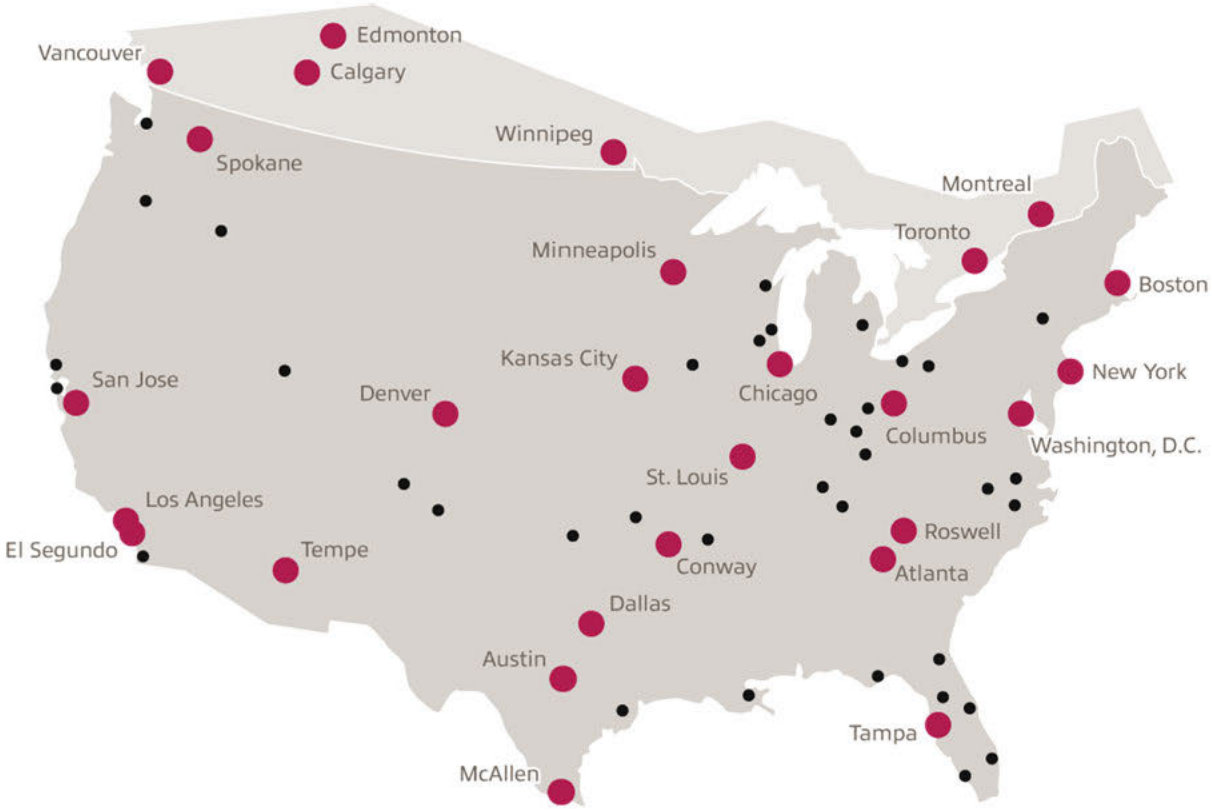
Insight Response:

Insight Enterprises, Inc.'s (Insight Public Sector's parent company) employee counts, as disclosed in our Annual Report filed for December 31, 2017-2021, are provided below.

	2021	2020	2019	2018	2017
Sales	3,670	3,380	3,193	2,455	2,512
Management; Support; Administration	2,955	2,820	3,961	2,424	2,024
Consulting and Delivery	4,612	4,410	3,822	2,384	2,007
Distribution	387	396	285	154	154
Total	**11,624**	**11,006**	**11,261**	**7,420**	**6,697**

Insight Public Sector, Inc. (Insight) has over 250 state, local, and education (SLED) sales, support, and management teammates located throughout the United States, who either work in one of our 50 North American office locations, or via a home-based office.

Insight Public Sector, Inc.
North America



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

Insight Response:

Insight's corporate headquarter office is located in Chandler, Arizona.

Distribution Facilities and Square Footage	
• Hanover Park, IL Warehouse (380,000 ft^2) • Lewis Center, OH (84,640 ft^2) • Fontana, CA (4,000 ft^2) • Worthington, OH (126,000 ft^2) • Montreal, Quebec (28,000 ft^2)	• Edmonton, AB (20,500 ft^2) • Calgary, AB (10,750 ft^2) • Sheffield, England (55,000 ft^2) • Ginsheim-Gustavsburg, Germany (21,527 ft^2)
Service Desk Locations	
• Chandler, Arizona • Plano, Texas	• Lewis Center, Ohio • Conway, Arkansas
Insight Hybrid Cloud Data Centers	
• ATL4 – Roswell, GA (Atlanta) (5,200 ft^2) • LAX4 – El Segundo, CA (Los Angeles) (4 Rack Cage)	• CMH1 – New Albany, OH (Columbus) (10,000 ft^2)

D. *Annual sales for the three previous fiscal years.*

Insight Response:

Insight Public Sector, Inc. SLED Sales *(in thousands of US Dollars)*

	2021	2020	2019
Products	$1,362,538	$1,044,098	$617,021
Services	$187,232	$141,190	$89,351
Total	**$1,549,770**	**$1,185,288**	**$706,372**

Insight Enterprises, Inc. Sales *(in thousands of US Dollars)*

	2021	2020	2019
Products	$8,120,127	$7,172,155	$6,732,121
Services	$1,315,986	$1,168,424	$999,069
Total	**$9,436,113**	**$8,340,579**	**$7,731,190**

a. *Submit FEIN and Dun & Bradstreet report.*

Insight Response:

Insight Public Sector's FEIN number is **36-3949000**, and a copy of Insight's 2022 Dun & Bradstreet report can be found in **Appendix D – Dun & Bradstreet Report 2022** at the end of our proposal document.

E. *Describe any green or environmental initiatives or policies.*

Insight is committed to protecting the environment, including pollution prevention to reduce the adverse environmental impacts of our activities and services. Through a program of continual environmental improvement and monitoring, we look for opportunities to reduce consumption and improve efficiency, including the consumption of energy from sustainable sources, monitoring and minimizing the generation of waste at the source, and taking steps so that waste is handled in a safe, environmentally acceptable manner.

We also promote the use of suppliers and contractors who are improving their environmental performance. We involve employees in the process of setting and publishing environmental objectives, improving the working environment, and seeking individual commitments and contributions to our initiatives.

Insight North America Green Initiatives

- Flexible work: We are providing more flexible work options, which reduces commuting and decreases requirements for office space.
- Less travel: We have reduced business travel and increased use of video conferencing with partners and clients to help conserve resources and encourage hybrid work practices.
- Smart lighting: We are replacing fluorescent lighting with energy-efficient LED lighting.
- Repurposing equipment: Office chairs are recycled and old telephony is donated to charity for reuse.
- Conservation efforts: We encourage teams to conserve power and use 100% recycled paper napkins and BioPAK disposable plates and cups in staff rooms.

Corporate Citizenship

Technology is one of our greatest resources for driving progress. In the 2022 Corporate Citizenship Report, learn how Insight continues to find new ways to build meaningful connections to help those we serve work and live smarter, and how the Ten Principles of the UN Global Compact guide how we do business.

Please click the link below to navigate to our 2022 Corporate Citizenship report on Insight.com.

https://www.insight.com/en_US/about/outreach-and-partnerships.html

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

Insight Response:

While Insight is not a minority, veteran or woman-owned small business, we are committed to the development and use of small businesses, including those owned by minorities, women, and veterans, when it makes good business sense and benefits all parties.

Insight recognizes that diversity sourcing is a key business driver for many of our clients. Insight's strategic partnerships can help clients meet these goals. We also recognize that each client brings a different set of requirements as it relates to their current diversity program and procurement process.

Insight offers a variety of programs that allow clients to leverage Insight's value-added services and global buying power, while having the opportunity to work directly with one of our certified diversity partners.

- Direct, strategic partnerships with diversity companies working side-by-side to provide solid business solutions for our shared clients.
- Sourcing products through Insight's supply chain of small and diverse suppliers.
- 3rd party leasing for Insight clients seeking diversity spend.

We believe that by creating long-term relationships and providing business opportunities for minority-owned, woman-owned, and small businesses, we are better able to serve our clients and support the diverse communities in which we do business.

Insight would be happy to discuss all available options should a Participating Public Agency want to learn more about our diversity programs.

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

- *Minority Women Business Enterprise*
  Insight Response: No
- *Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)*
  Insight Response: No
- *Historically Underutilized Business (HUB)*
  Insight Response: No
- *Historically Underutilized Business Zone Enterprise (HUBZone)*
  Insight Response: No
- *Other recognized diversity certificate holder*
  Insight Response: No

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

Insight Response:

Insight has relationships with dozens of subcontractors, some of whom do meet minority-owned standards. At this time, since we do not know what specific services will be requested, we do not have any subcontractors to name in our response. In general, we use subcontractors to augment our services staff so that we are able to assist clients throughout the country. Subcontractors are available for such projects as Microsoft consulting services, cabling, installation of communication systems in fleet vehicles, professional services, staffing, asset disposal, break/fix, and help desk services.

Insight has a formal subcontractor selection process in place which includes an in-depth business case review of the potential subcontractor by Senior Services Management, credit and background checks and execution of a Master Subcontractor Agreement. This review includes a thorough understanding of the subcontractor's capabilities, the ability of the subcontractor to meet Insight and client requirements, and a review of business references. Periodic audits are performed to ensure subcontractors are in compliance with Insight's contract and high performance standards.

I. *Describe how supplier differentiates itself from its competitors*

Insight Response:

Our clients are our number-one priority, so our primary goal is to deliver client value, which helps us earn client loyalty. We expect our clients to achieve advantages by leveraging our unique capabilities to provide end-to-end secure digital transformation solutions and services. From IT strategy and design to implementation and management, we meet clients wherever they are now and work alongside them to get them to where they want to be. Whether implementing public cloud or as-a-service workplace solutions, designing a next-generation or hybrid cloud data center, or leveraging sophisticated Internet-of-Things ("IoT") and artificial intelligence solutions to improve our clients' experiences, we provide technical expertise and advisory services to our clients as an industry-recognized solutions integrator. Our go-to-market framework for our cloud and digital expertise is built on over 30 years of broad IT experience combined with strategic acquisitions, new cloud and digital knowledge, and deep partner relationships. We are uniquely positioned to help our clients maximize the values of their technology today – and accelerate tomorrow.

Each of our areas of expertise represents a discrete area of growth for our business. When connected, they provide a platform for our clients to leverage our breadth of knowledge to solve their most relevant challenges. Powered by Insight's legacy technology supply chain expertise, we can support our services offerings within the hardware, software, and cloud solutions from market-leading and emerging manufacturer brands. We employ centralized and field-based sales, engineering, and services resources to execute our strategy to connect with our clients. We also invested in technical engineers, architects, and software developers who create and deliver integrated IT solutions to our clients globally, a capability we believe differentiates us in the marketplace.

Insight offers the most extensive product selection in the industry and a full range of services, including enterprise consulting, high-performance systems, integration, configuration, deployment, lifecycle management, and networking design. Our status as a global provider of IT products and services with 11,000+ employees located worldwide and our stature as a Fortune 500 company makes Insight a 'Trusted Advisor.' Our breadth of capabilities provides our clients with substantial buying power while following our business model to work with our clients to perform customized services such as you would find with a smaller Value-Added Reseller (VAR).

Single Source Provider & Super Solution Integrator

When evaluating IT suppliers, it is essential to look at the entire procurement process. IT management includes more than just buying a product. The value of the reseller relationship — the ease of having one contact to handle all your IT needs, from product procurement to services to asset disposition is a key component to your success. Using Insight as your single-source provider for IT products and services means you have only one relationship to build and maintain. It eliminates the need for multiple purchase orders, invoices, and chances for error. Today, organizations are facing more challenges than ever before. Organizations are assessing how to optimize IT operations and free up funds for the innovation required to manage today and prepare for a future that could be much different than anticipated.

Manufacturer & Publisher Relationships

Insight receives the best pricing offered by the central IT hardware manufacturers and publishers, such as HP, Inc., IBM, Lenovo, VMware, and Cisco. These strong relationships allow Insight to acquire better product allocations and higher levels of support than many of our competitors. Insight is proactive and aggressive in our efforts to lower our clients' costs continuously. We will employ our extensive manufacturer and publisher relationships to negotiate on our clients' behalf to reduce costs.

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

Insight Response:

Insight is not involved in any pending or threatened legal proceedings that we believe would reasonably be expected to have a material adverse effect on its business, financial condition, or results of operations. Insight has never filed for bankruptcy.

K. *Felony Conviction Notice: Indicate if the supplier:*

a. *is a publicly held corporation and this reporting requirement is not applicable;*
b. *is not owned or operated by anyone who has been convicted of a felony; or*
c. *is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions;*

Insight Response:

Insight is a wholly-owned subsidiary of a publicly held corporation and the reporting requirement is not applicable.

L. *Describe any debarment or suspension actions taken against supplier.*

Insight Response:

Insight has not had any debarment or suspension actions taken against it.

DISTRIBUTION / LOGISTICS

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

Insight Response:

Insight is offering Cobb County and all Participating Public Agencies our complete portfolio of hardware, software, cloud solutions, and services, including but not limited to the following.

Hardware Product Offerings

We offer products from hundreds of manufacturers, including such industry leaders as Cisco, Dell/EMC, HP Inc., Lenovo, Hewlett Packard Enterprise Company ("HPE"), NetApp, Apple, Microsoft, and IBM. Our scale and purchasing power, combined with our efficient, high-volume, and cost-effective direct sales and marketing model, allow us to offer competitive prices. We believe that providing choices from multiple partners enables us to better serve our clients by providing various product solutions to address their specific technology needs.

In addition to our distribution facilities, we have "direct-ship" programs with many of our partners, including manufacturers and distributors, allowing us to expand our product offerings without increasing inventory, handling costs, or inventory warehousing risk exposure. As a result, we can offer billions of dollars of virtual inventory products to fulfill our performance obligations to our clients. Convenience and product options among multiple brands are vital competitive advantages compared to manufacturers' direct selling programs, which are generally limited to their brands and may not offer clients a complete or best-in-class solution across all product categories.

Our Hardware Life Cycle Services consists of sourcing, procuring, staging, configuring, integrating, testing, deploying, refurbishing, and redeploying IT products spanning endpoints to infrastructure, regionally, or across the globe via the Insight footprint and our extensive engaged network of suppliers.

Software Product Offerings

Our clients acquire software applications from us through licensing agreements with software publishers or boxed products. We offer products from hundreds of publishers, including such industry leaders as Microsoft, VMware, Adobe, IBM Software, Symantec, and Citrix. As software publishers choose different models for implementing licensing agreements, organizations must evaluate the alternatives to ensure that they select the appropriate contracts and comply with the publishers' licensing terms when purchasing and managing their software licenses. With many publishers now offering public cloud-based software solutions in place of licenses consumed on-premise, we expect to continue migration to the cloud-based software alternatives. Our software lifecycle services consist of portfolio management, compliance, integration, and adoption, on-premise or in the cloud, regionally or globally.

Solutions and Services Offerings

As a comprehensive Solutions Integrator (SI), Insight takes a client-focused approach to helping organizations identify, adopt, and manage the most appropriate solutions to drive digital transformation and modernization for innovation. Our Areas of Expertise include the Modern Workplace, Modern Apps, Modern Infrastructure, Intelligent Edge, Cybersecurity, and Data and AI. With proven methodologies and experienced teams, we help enable operational efficiencies,

gain business agility, mitigate risk, manage compliance, address spiraling data growth, and meet the demands of the modern workplace.

Our client-focused approach ensures the most appropriate solutions to drive digital transformation and modernization for innovation.



Modern Workplace

Due to the recent rapid mobilization of the workforce, a dramatic shift in the IT support needs of the landscape of the typical workplace has changed forever. We help our clients modernize essential workplace products, platforms, and workflows to create enhanced environments for secure productivity and flexibility. Insight is dedicated to steadily enhancing end-users' experience as an established leader in the industry.

For five consecutive years, Insight's Workplace Services has been distinguished in Gartner's Magic Quadrant for focusing on clients' needs, having a cost-savings approach, and providing vital support for hybrid workforce and endpoint solutions. Insight can simplify the management of our clients' IT Lifecycle and enable a fast hybrid "work anywhere" environment for their workforce. We will consistently provide comprehensive device services (including DaaS, Managed Endpoint, warehousing, and multi-media messaging) for clients through assessment and strategy engagements.

Modern Apps

The applications our clients leverage to enable workers and delight end users can be a crucial differentiator for your organization. Applications are critical to operations, but it's common to struggle with challenges, from poor user experiences to skills gaps. An underperforming application environment often forces developers to find workarounds and IT to make quick fixes while the organization experiences a significant drag.

We build modern business applications using repeatable methodologies and an agile, user-centric approach to help our clients' organizations innovate, differentiate, and grow. We future proof our clients' critical applications for increased innovation and organizational agility.

Modern Infrastructure

Technology-driven transformation is on a steep growth trajectory. Insight helps organizations modernize to drive value with proven technology architectures and flexible cloud and data solutions. The result is leveraging technology investments to create an engine of growth.

We architect and deliver modern infrastructure solutions, management, and support spanning cloud and data center platforms, modern networks, and edge technologies, to enable our clients' organizations' digital transformation. We strive to exceed our clients' demands to accelerate faster in the cloud, and our knowledgeable teams maintain essential relationships with crucial cloud partners.

Intelligent Edge

Traditional architectures are focused on the data center. Modern architectures incorporate cloud and hybrid cloud, converged solutions, and potential solutions like containers. The intelligent edge extends the perimeter to new places — factory floors, cornfields, retail stores, wind turbines, surgical units, coal mines, and nearly anywhere you could imagine. We architect and deliver edge solutions spanning network, compute, storage, and artificial intelligence ("AI") and machine learning ("ML") to drive value and deliver ongoing support for the IoT.

Although some aspects of the intelligent edge mirror traditional approaches, there are many novel considerations. Go from idea to execution with Insight. Our team can support clients using case identification, strategy, architecture and design, deployment, testing and optimization, and monitoring and management — the full spectrum of realizing your intelligent edge.

Data & Artificial Intelligence (AI)

Insight brings multidisciplinary expertise, hardened skills across all major technology partners, and a depth of vision that outperforms our competition. We modernize data platforms and architectures and build data analytics and AI solutions that transform our clients' operations and user experiences.

What Insight can deliver to our clients:

- Modern data platforms, cloud, and infrastructure.
- Data, AI, and ML solutions use case development, design, and implementation.
- Data and analytics estate development/re-development and unification.
- Security and governance for data and AI solutions.

Cybersecurity / Security and Networking

Innovation and growth are necessary. Thus, networking and security best practices must keep evolving. Our team can offer guidance and technical support at every step, focusing on aligning business and IT strategies. Insight delivers comprehensive ransomware and cyberthreat prevention and protection solutions and strategies while enhancing visibility and context with fewer manual inputs.

What we'll provide to our clients:

- Alleviate large-scale security teams through simplified security management.
- Security framework implementation (Secure Access Service Edge, Zero Trust, software-defined).
- Wireless connectivity architectures and implementations, including CBRS and standup outdoor units.
- Security for hybrid cloud and multi-cloud leveraging automation.
- Artificial Intelligence (AI), machine learning, and advanced methodologies.
- Modern data protection spans cloud, edge, and on-premises environments, encompassing data classification, governance, compliance, and disaster recovery.
- Software-defined technologies, including SD-WAN, SD-LAN, and SDDC.

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

Insight Response:

Insight maintains a primary inventory of $70 to 80 million on hand in Hanover Park, Illinois. This inventory is not shared or divided among other geographic offices. Many of our nationwide competitors can claim to have larger inventories; however, when it is distributed to hundreds of locations or franchises across the country, the inventory is much smaller, diffused, and harder to consistently allocate to our clients. Insight works closely with our major business partners to privatize inventory and will stock additional products to meet specific project and rollout schedules.

Insight's 380,000 square foot distribution center and configuration lab is a state-of-the-art facility ensuring maximum efficiency. The latest innovations in radio frequency monitoring, bar coding, batch/zone picking, and automated product movement, allow Insight to ship over 4,500 orders per day.

Insight also can draw an additional $2 to $3 billion in inventory from several nationwide distribution centers. Insight is currently online (real time) with Ingram Micro and TD Synnex. We can access their inventories from our systems to view additional inventory. Many dealers prefer to wait and receive their own allocation of product from the manufacturer. At Insight, we view second sourcing as an intangible value added that helps us deliver product faster and make our clients more efficient. We can find any product, anywhere in North America.

Product from these locations can be drop shipped and sent via overnight carrier if requested by our clients.

As a product becomes increasingly difficult to procure, Insight will ask for and receive the distribution data history for the product and call all the companies that obtained shipments from the manufacturer.

Finally, Insight has established a network of distribution partners that we utilize on a regular basis. Our purchasing staff will call this channel of contacts and work to procure product when necessary.

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

Insight Response:

Insight takes contract compliance very seriously, and we have a dedicated Contract Compliance team that sits under Legal to ensure we're adhering to the terms and conditions of our contracts.

From a systems perspective, Insight has a Contracts Module that is designed specifically to reduce possible human error. The system calculates the contract sell price, preventing anyone from charging more than the approved contract price. This function disallows the sales team from saving a quote or order unless the price is at or below the contracted price. Insight's Compliance team is the only team capable of assigning a contract to an account. The system, through a series of rules, automatically assigns the products to the contract. Sales cannot misrepresent that a specific product is on contract when it is not. The Compliance team audits the sales activity and reviews every new account for accuracy (so that the contracts related are accurate).

Insight does not have any retail or in-store locations, nor we do sell our products, services, and solutions through distributors. All sales will be made directly through Insight via our sales teammates.

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

Insight Response:

Products shipped from Insight's Distribution Facility in Hanover Park, Illinois, can be shipped via UPS, FedEx, Truckline, major air/heavy freight carriers such as Ceva, PGL, or a client-requested carrier. The number of business days for delivery after receipt of order varies based on the method in which the product was shipped (i.e., UPS, FedEx, etc.) and the priority it was shipped.

Due to our large shipping volume, Insight has negotiated some of the best rates with many of the carriers listed. Insight will ship products using the most aggressive priced carrier depending on poundage and scheduled delivery. Insight will adhere to specific client requests to use a different carrier and/or upgrade to a "Priority" shipment.

Because Insight cares about the security of our clients' shipments, we have instructed our delivery agents not to leave packages at a client location without a signature. Clients may choose to have their order delivered to an alternate location if they will not be available to receive it.

For hardware, we have "direct-ship" programs with many of our partners, including manufacturers and distributors, allowing us to expand our product offerings without increasing inventory, handling costs or inventory risk exposure. As a result, we can provide a product offering with billions of dollars of products in virtual inventory. Convenience and product options among multiple brands are key competitive advantages compared to manufacturers' direct selling

programs, which are generally limited to their own brands and may not offer clients a complete or best-in-class solution across all product categories.

Insight will provide free basic best way ground shipping for all applicable orders placed under the Master Agreement to any Participating Public Agency within the continental United States.

Should a Participating Public Agency require expedited and/or a customized shipping solution or if the product is considered heavy weight, we will provide a written quote of estimated freight charges prior to order placement. As standard business practice, shipments are delivered Monday through Friday, with no deliveries on weekends or holidays. We do offer limited Saturday delivery service; however, this service is not available for all products, from all shipping warehouses, or for all delivery locations. There is no online option for setting a shipment for Saturday delivery. In order to check on the availability of Saturday delivery for your desired product, please call us at **1.800.INSIGHT** (1.800.467.4448).

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

Insight Response:



Insight provides inventory management and warehousing services from our Insight-operated Distribution and Integration Facilities in the United States, Canada, UK, and Germany. Our facilities ensure maximum efficiency, boasting the latest innovations in radio frequency monitoring, bar coding, batch/zone picking, and automated product movement, allowing us to ship over 4,500 orders per day in the U.S. alone.

Insight's flagship Hanover Park facility houses our primary inventory of $70-$80 million in products from over 1,500 leading manufacturers. Our inventory is not shared or divided among other geographic offices. At 380,000 square feet, this location provides us the ability to offer our clients enhanced lifecycle services. The largest of its kind, we offer warehousing, integration, and break/fix services.

Insight's acquisition of PCM in 2019 complemented our supply chain optimization solution offering and added scale by increasing our distribution center footprint in North America. Facilities included with the acquisition include:

- Lewis Center, OH: 84,640 ft^2
- Worthington, OH: 126,000 ft^2
- Fontana, CA: 4,000 ft^2
- Edmonton, AB: 20,500 ft^2
- Calgary, AB: 10,750 ft^2

These facilities allow for a combined 594,000+ ft^2 across North America.

MARKETING AND SALES

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

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

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

Insight Response:

As a current OMNIA Partners Supplier who has worked with the OMNIA Partners team (and the U.S. Communities team before that) for over thirteen years, Insight has the experience and the knowledge needed to roll out and implement a new OMNIA Partners contract. As such, we fully anticipate a seamless transition from our current contract to a new contract award. As part of that transition, here are the activities we will undertake for implementation of the new Master Agreement.

90-Day Implementation Plan	
Within 10 days of award	Our Senior Vice President of Public Sector, Scott Friedlander, will provide his endorsement and sponsorship of the award as Insight's strategic go-to-market contract vehicle for our SLED customers to the following groups: • Executive senior leadership at OMNIA Partners • Executive senior leadership at Insight • Insight's extended SLED sales teams
Within 30 days of award	Our National Account Manager, Erica Falchetti, will connect with her counterparts at OMNIA Partners to have an initial kickoff call to discuss timelines and expectations. Insight's Contract Compliance Team will set up the new contract in our SAP system, ensuring that the pricing structure proposed in our response is reflected accurately in the system. A required training will be conducted by our National Account Manager and our Contract Compliance Team for all Insight SLED sales, services, and operations teammates to ensure there is a clear understanding of the deliverables, service-levels, and related information.
Within 60 days of award	Insight will reach out to all agencies who have a formal piggyback contract in place under the current contract so that a new formal piggyback contract can be created under the new contract award.
Within 90 days of award	Insight will connect with the OMNIA Partners Sales team and Member Development team to provide training on our new contract.

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

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

Insight Response:

Please see the 90-Day Implementation Plan above.

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

Insight Response:

Please see the 90-Day Implementation Plan above.

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

Insight Response:

As a current OMNIA Partners Supplier who has worked with the OMNIA Partners team (and the U.S. Communities team before that) for over thirteen years, Insight has the experience and the knowledge needed to market a new OMNIA Partners contract. Here are the activities we will undertake to market the Master Agreement.

90-Day Marketing Plan	
Within 30 days of award	The Insight and OMNIA Partners marketing teams will meet to discuss and plan activities to promote the new contract. This will include Electronic Direct Mail, marketing collateral, and updates to both Insight's and OMNIA Partners' websites. A deadline will be set for finalizing the deliverables.
Within 60 days of award	The Insight and OMNIA Partners marketing teams will meet to review collateral and discuss any other planned marketing outreach efforts.
Within 90 days of award	All collateral will be finalized and a timeline will be created for distributing the marketing collateral to existing Insight clients and to registered members of OMNIA Partners.

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

Insight Response:

Insight commits to attend and participate with OMNIA Partners at national, regional, and supplier-specific trade shows, conferences, and meetings throughout the term of the Master Agreement.

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

Insight Response:

Insight commits to attend, exhibit at, participate in, promote, and market the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Insight has been exhibiting at the NIGP Annual Forum for over ten years.

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

Insight Response:

Insight will work with OMNIA Partners to create a national print advertising campaign for this contract. Among the possible publications for consideration are Center for Digital Government / Center for Digital Education / Government Technology, EDUCAUSE Review, and American City & County. We currently partner with OMNIA Partners on these types of advertising activities.

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

Insight Response:

Insight will continue to work closely with OMNIA Partners in the development of a mutually agreeable marketing plan. We believe that marketing efforts should be primarily focused on decision makers in both procurement and IT, as we have found that marketing to these higher-level decision makers results in a significantly higher return on investment.

The following is a general overview of our marketing commitment.

Insight Commitment

Insight commits to spend up to 0.25% of contract revenue in marketing activities to promote the contract. These activities will include, but not be limited to, participating in tradeshows, creating co-branded marketing collateral, developing sales contests, driving awareness of the contract, and other activities as determined by Insight management.

Incremental Funding

Insight will make a coordinated effort internally to work with our manufacturer and publisher partners to provide incremental marketing funds for promotion of the contract and the manufacturer's/publisher's products and solutions.

Collateral

Insight will work with OMNIA Partners to create marketing collateral, similar to what we've done under the current contract. An example of that collateral is included in **Section 9 – Appendices, Appendix E**.

Case Studies

Insight will work with OMNIA Partners to document case studies, similar to what we've done under the current contract. An example of a case study is included in **Section 9 – Appendices, Appendix F**.

Electronic Direct Mail (EDM)

Insight will create EDMs for our "opted-in" public sector clients to make them aware of the new contract.

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

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

Insight Response:

Insight currently has a dedicated OMNIA Partners internet web-based homepage on our website, located here: www.ips.insight.com/omnia. Upon notice of an award, we will update the website with information about the new contract.

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

Insight Response:

As an existing contract holder with OMNIA Partners, Insight has spent the last thirteen years actively marketing and promoting our contract to Participating Public Agencies. During that time, over 5,000 registered agencies have chosen to purchase from us through our OMNIA Partners contract. Insight is completely committed to the marketing and success of this contract and will continue in our go-to-market sales strategies including:

- Insight will seek to leverage this contract with our more than 60,000 current public sector clients by utilizing our existing sales teams and processes, as well as through the marketing activities described elsewhere in this response.
- Insight sales teams will proactively engage the local vendor community to promote this contract's value proposition and its specific value to their relative local contractual situations.

The following is a list of SLED multi-state cooperative contracts held by Insight. This list does not include contracts where Insight has been named as an authorized reseller on a manufacturer-held contract, as we are not the primary contract holder for such contracts.

- NASPO ValuePoint Software VAR
- Equalis Group
- NASPO ValuePoint Cloud Solutions
- Sourcewell (Cisco & Microsoft Unified Communications Solutions)

While we understand that our existing contracts may be viewed as an obstacle to our ability to succeed in and broaden this contract, Insight believes our existing contractual relationships are actually a benefit to OMNIA Partners. We will seek to leverage the existing relationships that we have developed under these contracts to:

- Transition clients over to the OMNIA Partners contract (when possible).
- Position the OMNIA Partners contract with clients as an alternative contract vehicle for all items not covered by their existing contracts.
- Discuss the value of moving their acquisition efforts to the OMNIA Partners contract with procurement officials. Ideally this conversation should be pursued jointly with both the appropriate local vendor partners and the OMNIA Partners Regional Managers and Member Development Managers.

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

Insight Response:

Insight agrees to provide our logo to OMNIA Partners and agrees to provide permission for reproductions of such logo in marketing communications and promotions. Insight also acknowledges that use of the OMNIA Partners logo will require permission for reproduction.

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

i. *Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*
ii. *Best government pricing*
iii. *No cost to participate*
iv. *Non-exclusive*

Insight Response:

Insight confirms that we will be proactive in our direct sales of goods and services to Public Agencies nationwide and that we will follow up on any leads established by OMNIA Partners. We have an existing email alias, OMNIA@insight.com, where leads are currently sent, and those leads are immediately forwarded to the appropriate Insight sales teammate.

Insight further confirms that all sales materials will be presented to the OMNIA Partners marketing team for review before they are distributed to Public Agencies. Insight commits that our sales materials will communicate 1) executive leadership endorsement and sponsorship, 2) best government pricing, 3) no cost to participate, and 4) the fact that our award is non-exclusive.

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

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

Insight Response:

Insight confirms that we will train our national sales force on the Master Agreement, and that the training will include 1) key features of the Master Agreement, 2) working knowledge of the solicitation process, 3) awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, and 4) knowledge of benefits of the use of cooperative contracts.

Upon contract award, our SLED sales teams will participate in mandatory training on the new contract, including all details on our corporate, pricing, and sales commitments. On a continuing basis, extensive training on the OMNIA Partners contract will be provided to all new sales and support staff before entering the sales floor. Additionally, we will provide annual refresher trainings to our sales, services, and support teams so they remain current and focused on our primary offering.

Every Insight teammate who works with public sector clients must go through a series of specific trainings to ensure that the teammate understands not only the public sector client but also acknowledges that they will adhere to all applicable laws, regulations, and policies that are involved with providing service to a client in the public sector, including our contracts.

Training sessions are handled by Insight's Learning & Development and Compliance Teams. We drill down to the individual teammate's responsibilities and specific client base to ensure he or she understands the contracts that will be supported by the teammate.

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

i. *Executive Support*
ii. *Marketing*
iii. *Sales*
iv. *Sales Support*
v. *Financial Reporting*
vi. *Accounts Payable*
vii. *Contracts*

Insight Response:

Insight's OMNIA team is as follows:

i. Executive Support: Scott Friedlander, Senior Vice President – Public Sector, scott.friedlander@insight.com, 703.594.8129

ii. Marketing: Kathy Kramer, Marketing Manager, katherine.kramer@insight.com, 937.415.9427

iii. Sales: Erica Falchetti, Sr. SLED Market Leader – Capture & Business Development, erica.falchetti@insight.com, 480.333.3071

iv. Sales Support: Tone Tuskan, Manager – SLED Client Operations, tone.tuskan@insight.com, 509.742.2283

v. Financial Reporting – Virginia Mace, SLED Compliance Specialist, sledreporting@insight.com, 480.333.3068

vi. Accounts Payable – Virginia Mace, SLED Compliance Specialist, sledreporting@insight.com, 480.333.3068

vii. Contracts – Brittany Dunaway, Manager – SLED Compliance, sledcontracts@insight.com, 480.366.7029

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

Insight Response:

Insight has four Sales Market Leaders who oversee all our sales teams. Kevin Hallihan leads our field sales teams in the East and Central, Brian Louderback leads our field sales teams in the West and TOLA, Ken Richter leads our national inside sales teams, and Clayton Boras leads a team dedicated to higher education entities. All told, we have over 100 dedicated sales teammates and managers who sell only into the state, local, and education space.

These sales teammates are supported by an additional 150+ dedicated SLED client operations, software, services support, business development, and contract compliance teammates. Sales and support teammates are spread throughout the U.S., both in company offices and in remote home offices. This coverage helps to ensure our clients have access to a team of people at Insight, regardless of what time zone they may be in.

We have provided an organizational chart in **Section 9 – Appendices, Appendix A**.

The highest level executive in charge of the sales team is Scott Friedlander, Senior Vice President –Public Sector. His contact information is as follows:

Scott Friedlander, SVP Public Sector
scott.friedlander@insight.com
703.594.8129

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

Insight Response:

Many of Insight's 100+ SLED sales teammates already have relationships with their OMNIA Partners counterparts, both in Sales and in Member Development. Additionally, our sales teams have years of experience in positioning and selling the value of the OMNIA Partners contract. Our commitment to growth is reflected in our contract sales, which have increased steadily over the past 13 years, and which have more than doubled since we were awarded the most recent contract back in 2016.

Additionally, Insight invests more than $500,000 annually in marketing and sales development funds specifically towards growing sales under our existing contract. Upon award of a new contract, we are fully committed to making continued large investments in this area.

Insight will continue to partner with the OMNIA Partners team through joint sales calls, tradeshow attendance, and participation in team calls.

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

Insight Response:

As an existing Supplier with OMNIA Partners, Insight has over 13 years of experience in managing the national program. We have long-standing relationships with the OMNIA Partners team, including Marketing, Partner Development, Member Development, and Sales.

Upon award of a new contract, we will continue our regular cadence with these teams, which includes a monthly meeting between the Insight and OMNIA Partners marketing teams, regular participation on sales team calls, and consistent communication with our designated Vice President for Partner Development.

Erica Falchetti will continue to serve as Insight's National Account Manager and will be responsible for coordinating activities between Insight and OMNIA Partners. Additionally, Insight's Contract Compliance team will be responsible for the administration of the contract and will ensure that we are remaining compliant with the terms and conditions of the contract.

Any leads that come to us from either the OMNIA Partners Sales team or the Member Development team will be immediately handed over to the Insight account executive for that Participating Public Agency. If we don't have an account set up for the agency (which, in our experience, is rare), the Insight account executive will ensure one is created in a timely manner.

Insight understands that the success of our contract is dependent on clear lines of communication, and we commit to strengthening our relationships with the OMNIA Partners team to ensure the communication continues throughout the term of this Master Agreement.

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

Insight Response:

Insight's gross sales to SLED entities in fiscal year 2021 totaled $1,362,538,000.

Below is a list of Insight's ten largest SLED clients, along with the total purchases for fiscal year 2021. Contacts at the below agencies have not given their approval for their information to be publicly released. Should you need to contact any of these agencies, please reach out to Erica Falchetti, erica.falchetti@insight.com.

- Tennessee Department of Finance and Administration ($46,164,000)
- Washington Consolidated Technology Services ($30,331,000)
- Colorado Governor's Office of Information Technology ($25,959,000)
- Texas Health and Human Services Commission ($21,953,000)
- Mesa Unified School District ($21,089,000)
- New Jersey Judiciary Court System ($19,286,000)
- Miami-Dade County ($18,892,000)
- Kentucky Commonwealth Office of Technology ($17,671,000)
- Iowa Office of Chief Information Officer ($17,330,000)
- New Jersey Office of Information Technology ($15,012,000)

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

Insight Response:

Insight's account management model integrates a deep footprint of field sales representatives and consultants with inside sales personnel in locations around the United States.

Our account management approach ensures our clients have expert support and strategic alignment of their hardware, software, cloud, and services requirements. Our clients' IT technology and procurement teams will benefit by having the advantage of working with a dedicated account team that is familiar with and adheres to their internal processes and methodologies.

Insight utilizes SAP as the internal ERP system for managing client account information. SAP also supports various order entry and inventory control functions.

Quotes and Order Placement

Quotes can be requested electronically through Insight's e-procurement portal, or via an agency's dedicated account team (via email, phone, or fax). All mediums will elicit pricing, product availability, configuration, and shipping information.

Using Insight's web portal, end users can save items in their cart as a quote for purchase later. Saved quotes can also be emailed. Should the user decide to (and have the authority to) purchase the quoted items, the saved quote can be turned into an order that will be placed online.

Insight's web purchasing portal displays an order confirmation screen after the order has been placed. The end user or user account that placed the order will also receive the following via email:

- A copy of the notification confirming the web order has been received
- Advanced Shipment Notification (ASN) when product from the order ships. Below is an example of the Advanced Ship Notification (email that Client/Buyer Receives)

ADVANCE SHIP NOTICE

Your order has been picked and packed for shipping. Please see your tracking number(s) below. If tracking information is not yet available, please check it again the following business day. We appreciate your business and are committed to delivering excellent service.

Material	Description	Order Qty	Shpd Qty	Ship Date
CHS-7080-MFF	OPTIPLEX 7080 MFF I5-10500T 8GB 256SSD B See below Delivery 0820737617	10	10	19-JAN-2021
210-AUNF-CHSPSC	DELL 22 MONITOR - E2220H See below Delivery 0820737617	27	27	19-JAN-2021

Serial #: 9DYXD73, 9F0XD73, 9F0YD73, 9F1XD73, 9F1YD73, 9F1ZD73, 9F2XD73, 9F2YD73, 9F2ZD73, 9F3XD73

For online orders, clients will receive the ASN by default. This setting can be turned off if desired. An additional email can be added at the time of order placement to also receive the ASN. This feature is unique to Insight's ASN tool. Insight's ASN is available via hard copy, verbal and/or web-based purchasing. ASNs are also available for non-web orders placed through Insight's

ordering system by the Insight Account Team. After an order has been placed, end users with appropriate permissions can add an ASN for future shipments from that order.

Tracking Orders

End users will have access to review purchase orders in detail and even track shipped orders. Multiple levels of information are built into the system to provide end users with details, which can be sorted by the following criteria:

- Invoice Number
- Order Date
- Purchase Order Number
- Ship Date
- Tracking information with direct link to shipper's website (i.e., FedEx, UPS)
- Order Numbers
- Ship to Address
- Delivery Status
- Serial Numbers (if applicable)

For added convenience, Insight has integrated our order processing, labeling, and tracking systems with the systems of major freight carriers. Order tracking numbers are hyperlinked to the freight carrier's tracking system for up-to-the-minute information regarding order status. This integration helps to ensure efficient and accurate deliveries that are traceable by both Insight and our clients.

Order Timeframes

Orders containing product available in our $70-$80 million inventory held in Hanover Park, Illinois, will ship the same day providing no configuration services are needed and the order is received by 3:00 p.m. Central Time. Insight will ship all orders missing this cutoff time the following business day as a standard operating procedure. Software orders placed by 3:00 p.m. local time will ship that day. Insight maintains a 99.998% two-business day delivery rate for such "pick and pack" products. As a reseller, product availability is based on the manufacturer, so it will vary by product line.

Should the product need to be configured in our Integration labs, the normal turnaround time is two to three working days. If Insight runs into some extenuating circumstances that would create lab backlogs, the client will be notified so schedules can be changed accordingly. Our configuration labs operate 5 days a week, 24 hours a day.

The integration between our network and our distribution partners ensures advanced levels of service for our clients. For example, our order-processing system automatically chooses the warehouse closest to a client's delivery point so that orders placed by 3:00 p.m. local time are generally shipped that day. Overnight shipment cutoff from our distributor partners is 3:00 p.m. if product is in a west coast warehouse.

Invoices

Invoices are processed and sent to the designated billing address the day following product shipment, or in the case of licensing, the day after order placement, and can be sent via hard copy, EDI, or in a summary billing statement. Maintenance is invoiced in advance of the coverage period, based on the contractual agreement with the publishers.

The current Insight invoice format for products includes purchase order number, invoice number, purchase date, bill to and ship to information, a detailed product description, serial number (if applicable), manufacturer product number, unit pricing, number of units ordered, terms of payment, method of shipment indicating both carrier and terms, cost of delivery, and any applicable sales tax. Non-standard, client-specific information can additionally be provided on Insight invoices and reports. Insight can work with our clients to mutually determine the processes for attaining and providing such information.

For services, Insight itemizes bills based on the client billing requirements and the type of services provided. Insight is willing to discuss and mutually agree upon how bills are itemized, and the level of cost detail required to meet our clients' billing requirements.

In addition to the previously listed billing options, Insight currently offers clients the ability to exchange business documents electronically using both ANSI X.12 EDI (Electronic Data Interchange) and XML B2B (Business-to-Business) standards. These processes are standard Insight functionality that provide highly reliable alternatives for manual business transactions reducing cost and improving turnaround times.

Payments

Payments sent to the retail lockbox are posted to the client's account the same day the bank deposits the check without any intervention from accounts receivable. Payments sent to the retail lockbox that cannot be scanned and posted directly to the client accounts are rejected. These checks are photocopied by the lockbox and overnighted to accounts receivable to post manually to the client's account. Manual payments are posted within 24-48 hours of the bank's deposit. Insight does not use third party partners for billing purposes.

L. *Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").*

Insight Response:

$150,000,000.00 in year one

$175,000,000.00 in year two

$200,000,000.00 in year three

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

i. *Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).*
ii. *If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.*
iii. *Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).*

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

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

Insight Response:

As a Supplier with OMNIA Partners (and U.S. Communities before that) for over thirteen years, Insight understands the requirements and confirms our commitment to the above options for responding to a solicitation for Products covered under the Master Agreement. Our first goal is always to present the value of the Master Agreement to Public Agencies by making sure they understand that the contract was competitively-solicited and therefore a separate solicitation is not needed.

However, in those cases where a Public Agency still chooses to put out their own solicitation, Insight will either respond with pricing that is at or below the Master Agreement pricing (and report the subsequent sale to OMNIA Partners) or propose pricing that is higher than the Master Agreement. If a Public Agency allows for alternative proposals, we will include the Master Agreement as an option.

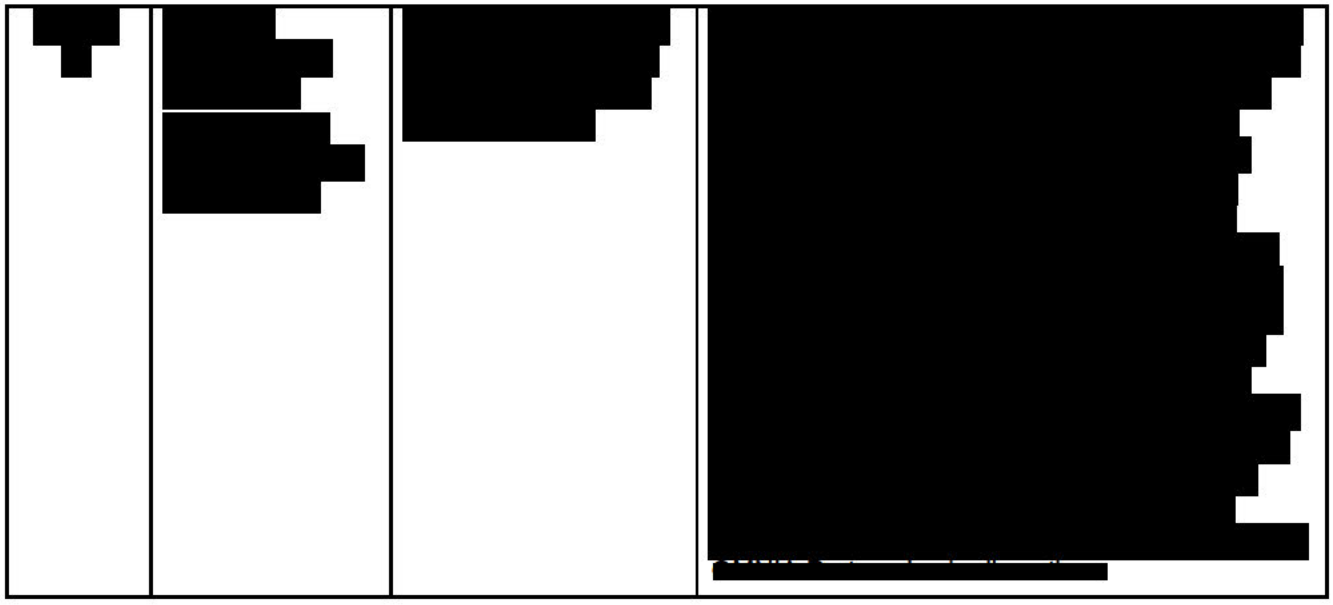
b. *The successful Supplier will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement, Suppliers shall have any reviews required to sign the document prior to submitting a response. Supplier's response shall include any proposed exceptions to the OMNIA Partners Administration Agreement.*

Insight Response:

Insight requests that the following clarifications/exceptions be included in any final terms and conditions of the contract; nevertheless, if Insight is the successful bidder, Insight is amenable to negotiating mutually agreeable terms prior to the commencement of the engagement.

PAGE NUMBER	REFERENCE SECTION/ PARAGRAPH	IDENTIFIED EXCEPTION/NOTE	PROPOSED NEW LANGUAGE/COMMENT
16 (PDF P. 22)	Cobb County General Instructions for Proposers, Terms and Conditions; XIV. Delivery Failures	Supplier proposes to strike delivery penalties as Supply Chain issues are causing extreme delays in some cases, and those factors are beyond our control. Supplier will keep end users updated with expected lead times and delivery dates.	Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market or rebid for articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such an amount from monies owed the defaulting contractor. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

19 (PDF P. 25)	Cobb County General Instructions for Proposers, Terms and Conditions; XXVIII. Indemnification/Hold Harmless, 1st Paragraph	Supplier proposes to strike the 1st 2 sentences as the reps and warranties we are providing are already stated in this agreement and goes beyond the scope of warranties we have already agreed to.	To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, expenses, and liability of any kind whatsoever, including but not limited to attorneys' fees and other legal expenses, ("Liabilities") to the extent caused by or resulting from negligence, recklessness, or intentionally wrongful conduct arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to the party or person described in this Section XXVII.
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]



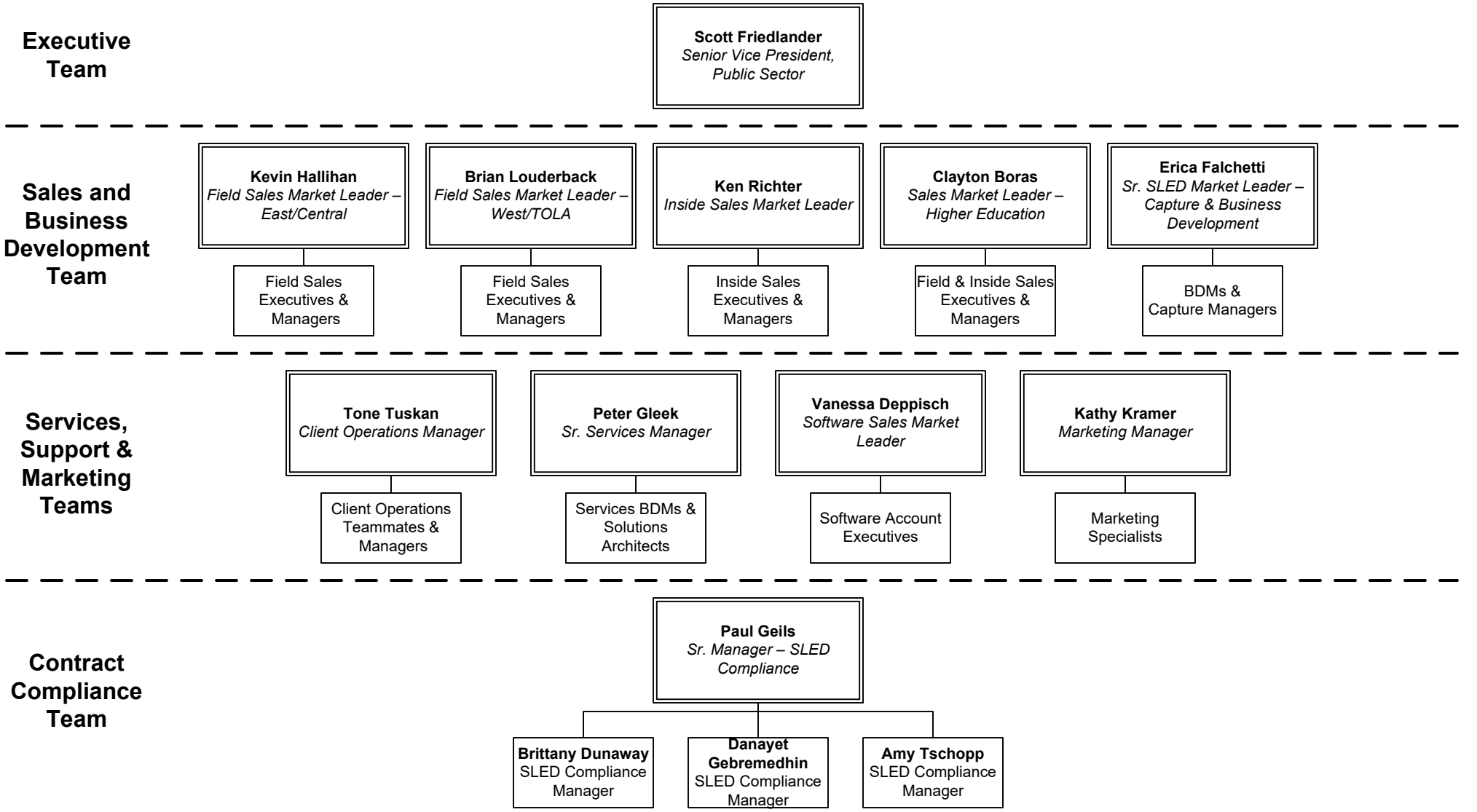
9. Appendices

Below is the list of documents included with our response.

- Appendix A – Organizational Chart
- Appendix B – Sample Agreements
    - Sample Insight Statement of Work (SOW) template
    - Sample Amazon Web Services Order Form Agreement
    - Sample Google Cloud Platform Order Form Agreement
    - Sample Microsoft Azure Order Form
- Appendix C – Manufacturers, Publishers, and Suppliers
- Appendix D – Dun & Bradstreet Report 2022
- Appendix E – Marketing Collateral
- Appendix F – Hidalgo County Case Study
- Bid Submittal Form
- RFP Form
- Exhibit A – Contractor Affidavit and Agreement
- Exhibit F – Federal Funds Certifications
- FEMA Special Conditions
- Exhibit G – New Jersey Business Compliance Forms
    - Statement of Ownership Disclosure
    - Non-Collusion Affidavit
    - Affirmative Action Affidavit
    - Political Contribution Disclosure Form
    - Stockholder Disclosure Certification
    - Certification on Non-Involvement in Prohibited Activities in Iran
    - New Jersey Business Registration Certificate
    - EEOAA Evidence with Certificate of Employee Information Report
    - MacBride Principals Form
- Addendum No. 1
- Addendum No. 2
- Addendum No. 3

Appendix A - Organization Chart

Insight Public Sector
Organization Chart
Cobb County & OMNIA Partners



Insight Client Account Number	
Statement of Work #	
State/Fed Contract	

Statement of Work

("SOW")

Parties and addresses for notice:

"Insight"	"Client"
Company name: Insight Public Sector, Inc.	Company name:
Primary contact:	Primary contact:
Address:13755 Sunrise Valley Drive, Suite 750 Herndon, VA 20171	Address:
Phone number: [update]	Phone number: [update]
Email: [update]	Email: [update]
Secondary contact: [update]	Secondary contact: [update]

Agreed and accepted:

Insight	Client
Authorized signature:	Authorized signature:
Name:	Name:
Title:	Title:
Date:	Date:

Invoicing procedures:

Method (Client MUST select ONE option below.)	PO Process (Client MUST select ONE option below.)
☐ **Mail Invoice** – Hard copy of invoice will be mailed to: Company name: Address: Attention: Accounts Payable or Accounts Payable Contact: Phone:	☐ **Client issues system-generated POs or internal reference numbers for service engagements.** Please fill in the PO number below and attach a hard copy of the PO to this signed SOW. Note: Services cannot be performed until a hard copy of the PO is received, or a billing reference is provided. PO number: PO release number (if applicable): Internal billing reference number/name:
OR ☐ **Email invoice** – Invoice copy will be sent electronically via email to:	OR ☐ Client does NOT issue system generated POs for service engagements. Accordingly, performance of and payment for any Services under this SOW do not require, and are not contingent upon, the issuance of any PO or other similar document.

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This SOW is effective as of the date last signed above ("SOW Effective Date"). Client's purchase, receipt, and use of the Services defined herein are subject to: (a) the written agreement for Services executed between Insight and the Client ("Master Agreement"), or (b) if the parties do not have a Master Agreement in place for the Services, the Terms of Sale for Services located at https://www.insight.com/en_US/help/terms-of-sale-services-ips.html (collectively, the "Agreement"). Capitalized terms used but not defined in this SOW will have the meaning given in the Agreement.

1. Purpose

The purpose of this SOW is to set forth the specific Services that Insight will provide to Client in connection with the Agreement.

2. Definitions

a. "Deliverables" means the items created by Insight in connection with the Services and as specifically described in the Scope of Services and Delivery Schedule Section below.

b. "Services" has the meaning given to it in the Scope of Services and Delivery Schedule Section.

3. Scope of Services and Delivery Schedule

Insight will perform the following services ("Services") per the terms of this SOW.

3.1. Service Description

The following is a high-level description of the Services Insight will provide:

1. [update] as outlined in the Exhibit(s) of this SOW.

3.1.1. Location

Performance of the Services will be [remote and/or onsite].

- [client address]

3.2. Project Management

Insight will provide project management as detailed in the applicable Exhibit of this SOW.

3.3. How Services are Accepted

After Insight performs a Service or delivers a Deliverable to Client, if the Service or Deliverable does not meet the material requirements described in the SOW, then Client will provide Insight with a written explanation describing how the requirements were not met within 5 days following the date the Service or Deliverable was delivered to Client. If Client fails to provide the written explanation within this 5-day period, the Service and Deliverable will be deemed accepted by Client.

3.4. Business Hours

Services will be performed during normal United States business hours unless otherwise mutually agreed upon in the attached Exhibit(s). Normal business hours are defined as an 8-hour day, Monday through Friday, excluding designated Insight Holidays.

3.5. Client Responsibilities

Client is responsible for the following:

1. Client will provide a project contact with decision-making authority to support the scope of services described in this SOW and ensure the proper personnel are scheduled to review each completed Service or Deliverable upon notification of completion by Insight.

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2. If applicable, Client will provide site contacts for each Client location. Each such contact will provide Insight with sufficient detail regarding his/her site, and will coordinate or perform required onsite work, as reasonably requested by Insight and Client IT, for the duration of the project.
3. Client will provide Insight the necessary access to its internal experts, location(s), critical systems, applications, workspace, and equipment required at each field location to complete the project. Access to Client systems will be provided to Insight via either onsite direct access or remote/VPN access. If Client cannot provide access or required resources under this SOW, then additional project duration, labor hours, travel expenses, and other costs may be incurred and due to Insight by Client.
4. Client will provide the necessary hardware, software, tools, and permits required for the successful completion of the project prior to Insight's arrival. Further, Client is responsible for all licensing requirements to be compliant per their own agreements.
5. Client is responsible for all product and material, including distribution and transport of Client-owned product and material, unless otherwise specified in writing. Product and material are defined as any items purchased, owned and/or provided by Client (or others) that Insight is required to use for fulfillment of any Services described herein.
6. Client is responsible for providing adequate and secure onsite storage for all Client-owned product and material unless otherwise specified in writing.
7. Client will be responsible for managing and maintaining, if applicable: (a) back-up and/or data migration of existing data and Client's information unless otherwise agreed to by Insight; (b) computer system and network designs; (c) component selection as it relates to the performance of the computer system and/or the network; (d) reasonable firewalls and if appropriate encryption; (e) least-privileged-based access controls (including provisioning, de-provisioning, authentication, authorization, and accountability controls); and (f) physical, electronic, and procedural controls to ensure the confidentiality, integrity, and availability of Client's information on all applicable Client computing systems used to store or transmit Client's information, in accordance with current applicable industry standards and best practices.
8. Client and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Insight, (b) provide input throughout the project and will review progress at review meetings requested by Insight; and (c) provide Insight with access to all of Client's information, documentation, and technology, necessary for Insight to perform the Services, including a list of all Client and third-party contacts necessary for Insight to do so.
9. If applicable, Client is responsible for performance of the following OCM-related tasks:
    a. Stakeholder Engagement, including but not limited to:
        i Stakeholder analysis, use case development, and/or persona/user segmentation activities
        ii Stakeholder engagement plan including scheduling of any activities
    b. Communications, including but not limited to:
        i Creation of a communications plan, including content plans for email, online resources, and any other communications channels
        ii Execution/creation of any content outlined in the communications plan
        iii Communications T-minus schedule
    c. Training, including but not limited to:
        i Training plan and schedule
        ii Training content planning, creation and/or execution
    d. Adoption, including but not limited to:
        i Creation or execution of a governance plan
        ii Creation or execution of a post-project end-user adoption plan

3.6. Assumptions

1. If applicable, any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.

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2. Outside the scope of this SOW, Insight has no obligation to mount, affix, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and Insight has no obligation to run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure. If such services are requested by Client, such services may be performed by Insight only to the extent permitted by applicable law and will be subject to a Change Request for additional services.
3. Each party agrees that personnel will not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline a service request if the request falls outside their scope of experience and expertise.

3.7. Change Request Procedure

If either party identifies any alterations to the scope of work, specifications, or requirements in this SOW, it shall be brought to the attention of the other party's management for pre-authorization by completing and submitting a written Change Request in a manner described in this section and signed by both parties ("Change Request Form").

Without limitation, Change Request Forms are appropriate in the following examples, as well as other situations that alter the scope of work, specifications, or requirements in this SOW:

- Changes to environment, scope, management, performance of projects (regular and special), milestones, tasks, systems, service levels
- Additional resources, scope, projects, new services, tasks
- Changes to management and control of hardware and software
- Adjustments to baselines, assets, volumes, or other areas where changeover time results in the need to adjust pricing
- Additions, deletions, and/or changes to sites where services are provided, or the nature of services provided at a site

If any such change causes an increase or decrease in the cost or time required for the performance of the Services, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Request Form.

If Insight believes an operational change is required and Client does not agree to the change (or the applicable Change Request), Insight will be relieved of any related service level obligations. Any additional resources or costs expended or incurred to address the failure to make the change will be treated as an additional service.

3.8. Project Kickoff

A project kickoff meeting will be held to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and downtimes).

3.9. Start Date

The project start date will be mutually determined upon receipt of this signed SOW and, if applicable, a valid Purchase Order (PO). A minimum lead time of at least 20 business days from receipt of both documents may be required for scheduling purposes.

If Client causes any delays to the delivery start date, which was agreed upon by both parties in writing (email is acceptable), Client may incur additional fees based upon such delay, including but not limited to, travel expenses already incurred, if any, and/or other equitable relief as a remedy for such delay. The delays and charges will be defined and communicated through the Change Request process described in this SOW.

Services will be performed over a consecutive timeframe unless otherwise provided herein. If Client requests or causes a change in the schedule that prohibits Services from being delivered in a consecutive timeline, an additional lead time of 20 business days (from written confirmation to resume Services) may be required, new resources may be assigned, and there may be additional fees.

3.10. Estimated Duration

The Services' duration will be approximately [xx] week(s).

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4. Pricing and Payments

4.1. *Summary of Pricing*

The table below is a summary of the pricing for all the offerings described in this SOW. Specific information regarding each Service is listed in the Fee sections below.

Offering Name	Fee Type	Quantity or Term	Total Estimated Amount

4.2. *Fixed Fee*

Client shall pay Insight the fixed fee of $ [#.##]. The total amount paid to Insight will not exceed the total fixed fee without the prior written approval of Client. Client will reimburse Insight for travel expenses, if any are required.

The fixed fee is based on the following:

Project Description	Price
[Project Description/Milestone Phase]	[$#.##]
[Project Description/Milestone Phase]	[$#.##]

4.2.1. Invoicing

Insight will invoice Client monthly for Services performed based upon a percentage complete, plus any taxes incurred (if applicable).

4.3. *Time and Materials*

Services will be provided on a time and materials basis. Costs incurred by Client will be based on a 4-hour minimum (per day) for onsite resources, or actual time worked, whichever is greater. Client will not reimburse Insight for travel expenses if any are required.

Charges will be calculated based on the following rates:

Resource Type	Estimated Hours	Hourly Rate	Estimated Price
[Resource]	[#]	$ [$#.##]	$ 0.00
[Resource]	[#]	$ [$#.##]	$ 0.00
[Resource]	[#]	$ [$#.##]	$ 0.00
Total Estimated Amounts	**0**		**$ 0.00**

Note: With the exception of the hourly rate the table above provides budgetary estimates only.

4.3.1. Invoicing

Insight will invoice on a monthly basis for the minimum hours worked or actual hours worked, whichever is greater, plus any taxes incurred (if applicable).

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4.4. Pricing Notes

1. Pricing offer is valid for 30 days from the date a copy of this SOW is first presented to Client. This SOW must be executed and returned to Insight by Client within such 30-day period or pricing will expire.
2. Travel expenses, if applicable, are not reimbursable.
3. Pricing and estimated time to complete this engagement are based upon Client providing necessary access to internal experts, location(s), all critical systems, applications, and hardware required to complete the project. Any additional requirements, including without limitation, additional screening, background check, vaccination or covid-related requests and other out-of-scope or previously undisclosed resource-related requests may result in Service commencement or completion delays and additional fees.
4. Client acknowledges that cancellation of this engagement may cause Insight to incur non-refundable pre-approved travel expenses and other costs. Accordingly, if Client cancels this engagement, Client shall pay Insight the fees set forth below. Such cancellation shall be in writing and shall be effective when received by Insight.

Cancellation Period	Cancellation Fee
Less than 3 business days prior to start of engagement	100% of total cost of engagement OR $12,500.00, whichever is less
Between 3 and 10 business days prior to start of engagement	10% of total cost of engagement OR $2,500.00, whichever is less
More than 10 business days prior to start of engagement	None

5. If an Insight resource arrives on site per an agreed-upon schedule and is unable to start or complete the project due to any Client, site, and/or equipment issues, any applicable travel expenses will be incurred.
6. Insight is not responsible for delays or repeated tasks caused by factors outside of Insight's control. These factors include, but are not limited to, availability of Client personnel, equipment, and facilities.
7. Client will compensate Insight for any out-of-scope work requested by Client on an hourly basis at Insight's standard hourly rates (unless otherwise agreed to in writing by the parties).

4.5. Client Work Product

All results of the Services described in and delivered pursuant to this SOW, including Deliverables and Client's proprietary information contained therein, authored or created by Insight specifically for Client as a Work Made for Hire, excluding any Insight IP incorporated therein ("Work Product"), will be and remain the property of Client. Insight retains all right, title, and interest in, without limitation, any intellectual property rights in works of authorship, know-how, or any invention, device, process, method, development, design, specifications, technique, apparatus, reports, schematic, or technical information (whether patentable or not), documentation, software or enhancements, improvements, alterations, interfaces, workflows, and best practices developed, invented, created, or reduced to practice by Insight and used for the Services, including any derivatives or modifications ("Insight IP"). To the extent Work Product includes any works of authorship that are Insight IP, Insight grants Client a nonexclusive and non-transferable license to use each such portion of the Work Product for its internal business purposes, provided that no Insight IP may be unbundled or separated from the Work Product or used on a stand-alone basis.

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5. Exhibit – Project Management

Insight will provide the following project management and technical direction:

Project Coordinator

- Serve as the primary point of contact on all project issues, needs, and concerns
- Facilitate introduction kickoff call to review scope and project expectations
- Schedule and coordinate the necessary resources to support the project
- Complete Change Request (CR) documentation as required; and obtain signed CRs for mutually agreed upon changes
- Facilitate closeout meeting, as needed

Project Manager

- Serve as the primary point of contact on all project issues, needs, and concerns
- Provide team leadership and guidance
- Facilitate kickoff meeting to review scope and project expectations, discuss IT infrastructure design, assess Client readiness (hardware, software, infrastructure pre-requisites, etc.), discover any possible problems/risks, formulate an appropriate work breakdown structure for primary project tasks, and create project timeline/schedule (including potential downtimes and maintenance windows)
- In conjunction with Client, measure and communicate weekly progress against mutually agreed-upon milestones
- Maintain a project log proactively to identify and communicate key decisions made, action items to be completed, risks/issues that may impact scope, schedule, and lessons learned; and mitigate and/or escalate any critical risks or issues under Insight's control, as needed
- Manage Client expectations and satisfaction throughout the life of the project
- Schedule and coordinate the necessary resources to support the project
- Schedule and conduct project team update/status meetings
- Prepare written status reports for Client at mutually agreed-upon intervals
- Monitor, manage, and communicate changes to the project's scope, budget, schedule, and resources; complete Change Request (CR) documentation as required; and obtain signed CRs for mutually agreed upon changes
- Facilitate closeout meeting, as needed
- If applicable, perform the following activities related to organizational change management ("OCM") outlined in Insight's Best Practices Guide for OCM for the Services in this SOW:
    - Identify Client contacts for activities related to stakeholder engagement, communications, training, online resources/intranet, support
    - Track the following decisions and deliverables as part of the project plan:
        - Plans for stakeholder engagement, communications, content planning, training, and adoption
        - T-minus schedules for stakeholder engagement, communications, and training
        - Technical dependencies related to OCM activities
    - Where applicable, engage Insight OCM SMEs for advisory purposes, not to exceed 5 hours

Program Manager

- Provide oversite and act as the primary escalation point for the program
- Maintain contact and communication with all Insight project team members and project stakeholders to ensure conformance with requirements of project delivery and Client expectations

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- Develop a program-level governance model and work with Client to obtain endorsement for successful implementation
- Oversee program to ensure consistency of project practices (Change Requests, issue management, risk management, decision tracking, etc.); follow and contribute to standard Client implementation methodologies and best practices
- Work with Client to identify the program success criteria and document dependencies, risks, and issues associated with the successful completion of the program
- Develop program communications plan and associated documents, drive cross-project delivery consistency, and coordinate cross-project communications
- Maintain frequent program-level written and verbal communications with all program stakeholders and participants ensuring communications are understood by recipients
- Identify and manage program-level dependencies and critical paths
- Identify, escalate, and document program issues as necessary
- Provide team leadership and guidance throughout the program
- Work closely with the Insight Project Managers and key Client team members and stakeholders to ensure that the program is effectively executed
- Provide a Program Schedule highlighting Deliverables, corresponding milestones, planned project events, and timelines
- Deliver program-level summaries at agreed-upon intervals

5.1. *Project Contacts*

Contact Name	Contact Email
Client Sponsor - [update]	[update]
Client Technical Lead – [update]	[update]
Client Executive - [update]	[update]
Solutions Executive – [update]	[update]@insight.com
Additional Insight Contact – [update]	[update]@insight.com
Services Manager – [update]	[update]@insight.com
Project Manager – [update]	[update]@insight.com

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6. Exhibit – Service Offering Information

6.1. Service Description

The following is a high-level description of the Services Insight will provide:

- [Bullet 1]
    - [Bullet 2]
        - [Bullet 3]
            - [Bullet 4]

6.2. Scope and Approach

Insight will perform the following Services:

[Phase]

- [Bullet 1]
    - [Bullet 2]

[Sub-Phase]

- [Bullet 1]
    - [Bullet 2]

[Sub-Phase]

- [Bullet 1]

6.2.1. Out of Scope

1. The following are considered out-of-scope and are not part of the Services:
    a. Electrical or cabling services
    b. Formal user training
2. Services and Deliverable items not expressly described in the Scope and Approach section is considered to be out of scope. Any out-of-scope items must be pre-authorized and verified by Insight in writing through the Change Request process.

6.3. Deliverables

Overall Project

- [Bullet 1]

Project Management

Project Coordinator

- Communications/escalation contact list

Project Manager

- Communications/escalation contact list
- Weekly status reports on the progress of the project

Program Manager

- Weekly status reports on the process of the program

Deliverables, if any, will be agreed upon by both parties in writing.

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6.4. Offering-Specific Client Responsibilities

1. [Enter offering-specific responsibilities here]

6.5. Offering-Specific Assumptions

1. [Enter offering-specific assumptions here]

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Amazon Web Services Order Form Agreement

Client Name:		Client Acct. #	
Address		Client Contact Name:	
City, State, Zip		Account Executive:	
State/Fed Contract:		Request Date	Click or tap to enter a date.

This Amazon Web Services ("AWS") Order Form Agreement, together with any attachments or schedules (collectively referred to herein as the "Agreement") contains the terms and conditions that govern access to and use of the AWS Cloud Services provided by Amazon Web Services, Inc. (also referred to as the "Vendor" or "Amazon" or "Service Provider") and purchased through and accepted by Insight Public Sector, Inc., (also referred to as "Solution Provider" or "Insight") on behalf of itself and its affiliates and successors, and is an agreement between Insight and the entity specified in the "Customer Name" field above, on behalf of itself and its affiliates, successors, customers and end-users (hereinafter, "Customer", or "you"). The Effective Date of this Agreement will be the earlier of when this Agreement is manually or electronically signed below and accepted by Insight, the date an order is placed in the AWS customer portal (the "AWS Client Portal"), or the date Cloud Services are enabled or provisioned for use by you. You represent to Insight that the individual signing or accepting this Agreement or placing an order for Cloud Services pursuant to this Agreement, has the legal authority to bind you. FOR AWS GOV-CLOUD, PLEASE REACH OUT TO YOUR INSIGHT REP FOR MORE INFORMATION.

Scope of this Agreement: Scope of this Agreement: Scope of this Agreement: The Cloud Services included within the scope of this Agreement are consumption-based AWS Cloud Services which are ordered directly through Insight. **AWS Marketplace transactions are not covered under this Agreement; therefore, these transactions will not be subject to the terms set forth herein, nor will such transactions be priced in accordance with the underlying Terms of Sale.**

1. Definitions

1.1. **"Acceptable Use Policy"** means the policy currently available at: http://aws.amazon.com/aup as may updated from time to time.

1.2. **"Content"** means any content you upload to the Services under your account or otherwise transfer, process, use or store in connection with your account.

1.3. **"Policies"** means the AWS Acceptable Use Policy, the Site Terms, the Service Terms and all other restrictions described on the AWS site at http://aws.amazon.com.

1.4. **"Services"** means each of the AWS web services made available by AWS.

1.5. **"Service Offerings"** means the Services provided by AWS under this Agreement.

1.6. **"Service Terms"** means the rights and restrictions for particular Services located at http://aws.amazon.com/serviceterms as may be updated from time to time.

1.7. **"Third Party Content"** means content made available to you by any third party on the AWS site or Marketplace in conjunction with the Services.

2. Use of the Service Offerings

2.1. **Generally**. You may access and use the Service Offerings in accordance with this Agreement. You will adhere to all laws, rules, and regulations applicable to your use of the Service

Offerings, including Service Terms, the Acceptable Use Policy and other Policies as defined in Section 1.

2.2. **Your Account**. Once an account has been set up for you, Service Offerings may be enabled and provisioned by you via the AWS Client Portal. Use, reporting, and invoicing of the Service Offerings are based on a consumption or actual use model, as further described below. You will be invoiced for the Service Offerings you consume in accordance with usage reports provided by AWS.

2.3. **Third Party Content**. Third Party Content, such as software applications provided by third parties, may be made available directly to you by other companies or individuals under separate terms and conditions, including separate fees and charges. Because we may not have tested or screened the Third Party Content, your use of any Third Party Content is at your sole risk.

3. **Security and Data Privacy**

3.1. **Your Content**. You are solely responsible for the development, content, operation, maintenance, and use of your Content such as, but not limited to: (a) compliance of your Content with the Acceptable Use Policy, the other Policies and the law; (b) any claims relating to your Content; and (c) properly handling and processing notices sent to you (or any of your affiliates) by any person claiming that your Content violates such person's rights, including notices pursuant to the Digital Millennium Copyright Act.

3.2. **Other Security and Backup**. You are responsible for properly configuring and using the Service Offerings and taking your own steps to maintain appropriate security, protection and backup of your Content, which may include the use of encryption technology to protect your Content from unauthorized access and routine archiving your Content.

4. Fees and Invoicing

4.1. **Fees**: The unit or per seat Fees for Service Offerings payable by you will be the current AWS list price at the time such Service Offerings are consumed by you[, less a [X] percent ([X]%) discount from Insight at invoice. You will receive a discount off of the following AWS Services as set forth at: AWS AUTHORIZED SERVICES LIST, in addition to the Business and Enterprise Support Plans]. The total Fees payable by you[, with Insight's discount (if any),] will be set forth in Insight's invoice in the manner described below. Insight reserves the right to modify the Fees payable as a result of changes implemented by AWS to its partner/distributor program.

4.2. **Invoicing/Payment**: Service Offerings used or enabled by you, including without limitation, any additions, reductions, increases or decreases in the per unit quantity of the Service Offerings used, will be invoiced on an actual use or consumption basis as measured and reported to Insight by AWS. AWS's records and usage reports are taken to be correct unless proven by you to be in error. Insight will invoice you monthly in arrears for the Service Offerings consumed in each preceding monthly billing period on an actual use or consumption basis as reported by AWS. Unless otherwise agreed to in writing between the parties, you must pay all undisputed invoices in full within thirty (30) days of the invoice date.

4.3. **Cloud Service Credits/SLAs**: The Parties agree that AWS's Service Level Agreements, to the extent applicable, will apply to this purchase as set forth at https://aws.amazon.com/legal/service-level-agreements/. To the extent that a Cloud Service credit is due to Client in accordance with the AWS Service Level Agreement(s), the Parties agree that any credit due will be credited by Insight to Client's account within a reasonable time after Insight's notice from Client of the claim and following AWS's verification of Client's claim. Client expressly acknowledges and agrees that Insight is not obligated to provide any Cloud Service credit if AWS is unable to verify Client's claim. ANY CREDITS OR TERMINATION RIGHTS DESCRIBED UNDER THE SLA SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF CLIENT IN CONNECTION WITH ANY UNAVAILABILITY OF THE SERVICE OFFERINGS OR BREACH OF THE SLA.

5. Term/Termination

5.1. **Term**. The term of this Agreement will commence on the Effective Date and will remain in effect until terminated by you or Insight in accordance with Section 5.2.

5.2. **Termination**. (a) Termination for Convenience. You may terminate this Agreement for any reason by: (i) providing Insight notice and (ii) closing your account for all Services for which Insight provides an account closing mechanism. Insight may terminate this Agreement for any reason by providing you 30 days advance notice. (b) Termination for Cause. (i) By Either Party. Either party may terminate this Agreement for cause upon 30 days advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30 day notice period. (ii) By Insight. Insight may also terminate this Agreement immediately upon notice to you (A) for cause, if any act or omission by you results in a suspension of your account by AWS, or (B) if AWS terminates or no longer provides the Service Offerings under this Agreement for any reason.

5.3. **Effect of Termination**. (a) Generally. Upon any termination of this Agreement: (i) all your rights under this Agreement immediately terminate; (ii) you remain responsible for all fees and charges you have incurred through the date of termination, including fees and charges for in-process tasks completed after the date of termination; and (iii) you will immediately return or, if instructed by Insight, destroy all AWS Content in your possession. (b) Post-Termination Assistance. Unless Insight terminates your use of the Service Offerings pursuant to Section 5.2(b), during the 30 days following termination: (i) AWS will not erase any of Your Content as a result of the termination; (ii) you may retrieve Your Content from the Service Offerings only if you have paid any charges for any post-termination use of the Service Offerings and all other amounts due; and (iii) AWS will provide you with the same post- termination data retrieval assistance that is generally made available to all customers.

6. Indemnification

You will defend, indemnify, and hold harmless Insight, its affiliates, licensors, and each of its respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) your use of the Service Offerings; (b) your breach of this Agreement or violation of applicable law; or (c) your Content or the combination of your Content with other applications, Content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by your Content or by the use, development, design, production, advertising or marketing of your Content.

7. Limitation of Liability

INSIGHT WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, GOODWILL, USE OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WILL INSIGHT BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICE OFFERINGS, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; (II) DISCONTINUATION OF THE SERVICE OFFERINGS; OR (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SLAS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICE OFFERINGS FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE OFFERING THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

NOTHING IN THIS SECTION 6 WILL LIMIT YOUR OBLIGATION TO PAY US PURSUANT TO SECTION 4 (FEES AND INVOICING).

8. Insight's Terms of Sale

The purchase of AWS Cloud Services are subject to Insight's Terms of Sale for Cloud Services as set forth at https://www.Insight.com/en_US/help/terms-of-sale-cloud-ips.html ("Insight Terms of Sale"). To the extent the terms of this Agreement conflict with the Insight Terms of Sale for Cloud Services, these Agreement terms shall take precedence with respect to the purchase of Service Offerings. For the avoidance of doubt, notwithstanding the presence or acceptance of your order by Insight or Vendor, any applicable service setup information will be for administrative purposes only and subject to this Agreement. This Agreement is a Special Terms addendum to the Insight Terms of Sale, and is hereby incorporated by reference. Capitalized terms used but not defined herein will have the meaning provided in Insight's Terms of Sale.

9. Vendor's Terms of Use – AWS Agreements

By entering into this Agreement, you acknowledge that the use of the AWS Cloud Services provided through Insight is subject to the applicable AWS Public Sector Access Policy, a current version of which is located at: AWS Public Sector Access Policy.

You will be solely responsible for providing each of your affiliates, subsidiaries, customers and end-users with the aforementioned AWS Agreements governing use of the AWS Cloud Services and gain their acceptance prior to any purchase, provisioning and use of such AWS Cloud Services.

BY ENTERING YOUR MANUAL OR ELECTRONIC SIGNATURE BELOW, YOU HEREBY CERTIFY AND AGREE THAT: (1) YOU ARE DULY AUTHORIZED ON BEHALF OF CLIENT TO ACCEPT THIS AGREEMENT AND TO PROCURE, PROVISION AND USE, NOW AND IN THE FUTURE, ALL AWS CLOUD SERVICES ORDERED HEREUNDER; AND (2) YOU ARE PLACING THE ORDER DESCRIBED HEREIN AND ACCEPT THIS AGREEMENT AND ALL APPLICABLE TERMS AND CONDITIONS APPLICABLE TO SUCH ORDER ON BEHALF OF THE CLIENT.

Insight		Client	
By:	_____ *Authorized Representative*	By:	_____ *Authorized Representative*
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	

1. EXHIBIT A - SUPPLEMENTAL TERMS AND CONDITIONS FOR AWS GOVCLOUD

[Delete this exhibit if it should not be included in the contract]

These Supplemental Terms and Conditions for AWS GovCloud ("AWS GovCloud Supplemental Terms") form an addendum to the Insight AWS Agreement, and set forth the terms and conditions that are specific to the AWS GovCloud Services being purchased by Client from Insight. To the extent these terms conflict with the Insight AWS Agreement, these AWS GovCloud Supplemental Terms will govern with respect your purchase of the AWS GovCloud Services. Terms used but not defined herein will have the meaning given in the AWS Agreement.

1) Use of the AWS GovCloud (U.S.) Region Service Offerings.

You may access the AWS GovCloud (U.S.) Region if you have root level access to the relevant program account.

2) AWS GovCloud (U.S.) Region Representations & Warranties.

Should you gain access to an AWS GovCloud (U.S.) Region account, the AWS Services may not be used to process or store classified data. You are responsible for verifying that all end users accessing Your Content in the AWS GovCloud (U.S.) Region are eligible to gain access to Your Content. You represent and warrant that You: (i) are a U.S. Person, as defined by 22 CFR part 120.15 ("U.S. Person"); (ii) will only assign a U.S. Person as your account owner for the AWS GovCloud (U.S.) Region; (iii) if required by the International Traffic In Arms Regulations ("ITAR"), have and will maintain a valid Directorate of Defense Trade Controls registration; (iv) are not subject to export restrictions under U.S. export control laws and regulations (e.g., you are not a denied or debarred party or otherwise subject to sanctions); and (v) maintain an effective compliance program to ensure compliance with applicable U.S. export control laws and regulations, including the ITAR. If requested, You agree to provide additional documentation and cooperation to verify the accuracy of the foregoing representations and warranties.

3) Your Use of GovCloud Credentials.

a) **GovCloud Region**. AWS will implement reasonable and appropriate measures for the AWS Network in the GovCloud Region designed to: (i) help You secure Your Content against accidental or unlawful loss, access or disclosure; (ii) implement the in-scope Federal Risk and Authorization Management Program ("FedRAMP") controls for the Services identified as FedRAMP compliant; and (iii) maintain physical and logical access controls to limit access to the AWS Network by AWS personnel, including employees and contractors, to U.S. citizens, as defined by 8 USC §1401, et seq. ("U.S. Citizens") ((i), (ii) and (iii) collectively the "Security Objectives"). The GovCloud Region is the only AWS Region that has physical and logical access controls that limit access to the AWS Network by AWS Personnel to U.S. Citizens. (The 'AWS Network' means AWS's data center facilities, servers, networking equipment, and host software systems (e.g., virtual firewalls) that are within AWS's control and are used to provide the Services.)

b) **GovCloud Region Security Standards**.

i) **Information Security Program**. AWS will maintain an information security program (including the adoption and enforcement of internal policies and procedures) designed to: (a) satisfy the Security Objectives; (b) identify reasonably foreseeable and internal risks to security and unauthorized access to the AWS Network; and (c) minimize security risks, including through risk assessment and regular testing. AWS will designate one or more

employees to coordinate and be accountable for the information security program. The information security program will include the following measures:

(1) ***Network Security***. The AWS Network will be electronically accessible to employees, contractors and any other person as necessary to provide the Services. AWS will maintain access controls and policies to manage what access is allowed to the AWS Network from each network connection and user, including the use of firewalls or functionally equivalent technology and authentication controls. AWS will maintain corrective action and incident response plans to respond to potential security threats.

(2) ***Physical Security***.

(a) Physical Access Controls. Physical components of the AWS Network are housed in nondescript facilities (the "Facilities"). Physical barrier controls are used to prevent unauthorized entrance to the Facilities both at the perimeter and at building access points. Passage through the physical barriers at the Facilities requires either electronic access control validation (e.g., card access systems, etc.) or validation by human security personnel (e.g., contract or in-house security guard service, receptionist, etc.). Employees and certain contractors are assigned photo-ID badges that must be worn while the employees and contractors are at any of the Facilities. Visitors and any other contractors are required to sign-in with designated personnel, must show appropriate identification, are assigned a visitor ID badge that must be worn while the visitor is at any of the Facilities, and are continually escorted by authorized employees or contractors while visiting the Facilities.

(b) Limited Employee and Contractor Access. AWS provides access to the Facilities to those employees and contractors who have a legitimate business need for such access privileges. When an employee or contractor no longer has a business need for the access privileges assigned to him/her, the access privileges are promptly revoked, even if the employee or contractor continues to be an employee of AWS or its affiliates.

(c) Physical Security Protections. All access points (other than main entry doors) are maintained in a secured (locked) state. Access points to the Facilities are monitored by video surveillance cameras designed to record all individuals accessing the Facilities. AWS also maintains electronic intrusion detection systems designed to detect unauthorized access to the Facilities, including monitoring points of vulnerability (e.g., primary entry doors, emergency egress doors, roof hatches, dock bay doors, etc.) with door contacts, glass breakage devices, interior motion-detection, or other devices designed to detect individuals attempting to gain access to the Facilities. All physical access to the Facilities by employees and contractors is logged and routinely audited.

ii) **Continued Evaluation**. AWS will conduct periodic reviews of the security of its AWS Network and adequacy of its information security program as measured against industry security standards and its policies and procedures. AWS will continually evaluate the security of its AWS Network and associated Services to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews.

(1) **Your Responsibilities**. You are responsible for all physical and logical access controls beyond the AWS Network including, but not limited to, Your account access, data

transmission, encryption, and appropriate storage and processing of data within the GovCloud Region. You are responsible for verifying that all End Users accessing Your Content in the GovCloud Region are eligible to gain access to Your Content. The Services may not be used to process or store classified data. If you introduce classified data into the AWS Network, You will be responsible for all sanitization costs incurred by Insight and AWS. Your liability under this provision is exempt from any limitations of liability.

BY ENTERING YOUR MANUAL OR ELECTRONIC SIGNATURE BELOW, YOU HEREBY CERTIFY AND AGREE THAT: (1) YOU ARE DULY AUTHORIZED ON BEHALF OF CLIENT TO ACCEPT THESE AWS GOVCLOUD SUPPLEMENTAL TERMS AND TO PROCURE, PROVISION AND USE, NOW AND IN THE FUTURE, ALL AWS GOVCLOUD SERVICES ORDERED HEREUNDER; AND (2) YOU ARE PLACING THE ORDER ASSOCIATED HEREWITH AND ACCEPT THESE AWS GOVCLOUD SUPPLEMENTAL TERMS ON BEHALF OF CLIENT.

Client	
By:	_____ *Authorized Representative*
Print Name:	
Title:	
Date:	

Google Cloud Platform Order Form Agreement

Customer Name:		Customer Acct. #	
Address:		Customer Contact:	
State/Fed Contract:		Domain:	

This Order Form ("Agreement") governs access to and use by the customer named above, on behalf of itself and its affiliates, successors, customers, and end users (collectively, the "Customer", "You" or "Your") of the Google Cloud Platform Services supplied by Google, LLC (the "Supplier" or "Google") and provisioned through Insight Public Sector, Inc. ("Insight"). The individual accepting this Agreement on behalf of Customer represents and warrants that he or she: (i) has full legal authority to bind Customer to this Agreement; (ii) has read and understands this Agreement; and (iii) agrees to the Agreement on behalf of Customer. If you do not have the legal authority to bind Customer, please do not accept this Agreement, or provision or use any Services.

1. Definitions.

1.1. "Acceptable Use Policy" or "AUP" means Supplier's acceptable use policy set forth for the Services, found at https://cloud.google.com/terms/aup as modified from time to time.

1.2. "Anthos Products" means the subset of Google Cloud Platform Services described in the Google Cloud Platform suite of services listed here: https://cloud.google.com/terms/services as modified from time to time, and made available to End User through Insight as a reseller.

1.3. "Application(s)" means any web or other application Customer creates using the Google Cloud Platform Services, including any source code written by Customer to be used with the Services or hosted in an Instance.

1.4. "Committed Purchase(s)" have the meaning set forth in the Service Specific Terms.

1.5. "Content" means any content you upload to the Services under your account or otherwise transfer, process, use, or store in connection with your account.

1.6. "Customer Data" means content provided, transmitted, or displayed via the Google Cloud Platform Services by Customer, but excluding any data provided as part of the Customer's Google account (either gmail.com address or an email address provided under the "Google Apps" product line).

1.7. "Google Cloud Platform Services" means Google's Cloud Platform suite of services listed here: https://cloud.google.com/terms/services as modified from time to time, and made available to End User through Insight as a reseller.

1.8. "Google TOS" means the Google Cloud Platform Terms of Service at https://cloud.google.com/terms/.

1.9. "High Risk Activities" means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

1.10. "Instance" means a virtual machine instance, configured and managed by Customer, which runs on the Google Cloud Platform Services.

1.11. "Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

1.12. "Premium Software" means Software which Google has described as "Premium Software" within the Google Cloud Platform Services and is subject to the Service Specific Terms, including, but not limited to: Anthos Products.

1.13. "Project" means a grouping of computing, storage, and API resources for Customer, and via which Customer may use the Google Cloud Platform Services.

1.14. "Services" means the Google Cloud Platform Services.

1.15. "Service Specific Terms" means the terms which are specific to each Google Cloud Platform Service and set forth at https://cloud.google.com/terms/service-terms as modified from time to time.

1.16. "SLAs" means the service level agreements applicable to the Google Cloud Platform solutions found at https://cloud.google.com/terms/sla/.

1.17. "Software" means any downloadable tools, software development kits, or other such proprietary computer software provided by Google in connection with the Google Cloud Platform Services, including Premium Software, which may be downloaded by Customer, and any updates Google may make to such Software from time to time.

1.18. "Third Party Content" means content made available to you by any third party via Insight or the Console in conjunction with the Services.

2. Terms of Sale and Terms of Use for Cloud Services

2.1. **Terms of Sale**. The purchase of the Services will be subject to Insight's Terms of Sale for Cloud Services as set forth at https://www.Insight.com/en_US/help/terms-of-sale-cloud-ips.html ("Insight Terms of Sale"), including, but not limited to, pricing (where applicable) will be set forth in the Google Cloud Platform console, tools or platform used by You to procure Services (the "Console"). For the avoidance of doubt, notwithstanding the presence or acceptance by Insight of any separate purchase order You may provide, to the extent such purchase order contains other terms, it will be for administrative purposes only and the parties agree that the governing terms and conditions shall be those set forth in this Agreement, unless otherwise agreed to in writing by Insight and You. If there is a conflict between the Insight Terms of Sale and any of the other documents that comprise the Agreement ("Conflicting Terms"), the terms of the Agreement ("Prevailing Terms") will take precedence over the Conflicting Terms solely with respect to Your use of the Google Cloud Platform Services. Moreover, the Prevailing Terms shall be construed as narrowly as possible to resolve the conflict while preserving as much of the Agreement as possible, including, but not limited to, preserving non-conflicting provisions contained within the same paragraph, section, or sub-section as the Conflicting Terms. Capitalized terms which are not defined in this Agreement shall have the meaning ascribed to them in the Insight Terms of Sale.

2.2. **Terms of Service**. The Services are provided by the Supplier and are subject to the Google TOS. Such terms, including any additional Supplier terms provided in this Agreement, will apply to Your access to and use of the Services. By provisioning Services through the Console, you represent, warrant and covenant that you will not use the Services unless You have agreed to the Google TOS.

2.3. **Your Account**. Once an account has been set up for you, Services may be enabled and provisioned by you via the Console. Use, reporting and invoicing of the Services are based on a consumption or actual use basis, as further described below. You will be invoiced for the Services you consume in accordance with usage reports provided by the Supplier.

2.4. **Third Party Content**. Third Party Content, such as software applications provided by third parties, may be made available directly to you by other companies or individuals under separate terms and conditions, including separate fees and charges. Because we may not have tested or screened the Third-Party Content, your use of any Third-Party Content is at your sole risk.

3. Security and Data Privacy

3.1. **Your Content**. You are solely responsible for the development, content, operation, maintenance, and use of your Content such as, but not limited to: (a) compliance of your Content with the Acceptable Use Policy, the other Policies, and the law; (b) any claims relating to your Content; and (c) properly handling and processing notices sent to you (or any of your affiliates) by any person claiming that your Content violates such person's rights, including without limitation, notices pursuant to the Digital Millennium Copyright Act.

3.2. **Other Security and Backup**. You are responsible for properly configuring and using the Services and taking your own steps to maintain appropriate security, protection, and backup of your Content, which may include the use of encryption technology to protect your Content from unauthorized access and routine archiving your Content.

3.3. **Privacy Policy**. Google Cloud Platform Services are subject to Google's privacy policy located http://www.google.com/policies/privacy/ as modified from time to time.

4. Fees and Invoicing

4.1. **Fees**. If You exceed the usage limits, fee thresholds, Committed Units or any prepaid credits applicable to the Service, You agree to pay for the fees and charges for such over usage. For any extension of a Services subscription term or the provisioning of a Service upgrade, the then-current price will apply, unless otherwise mutually agreed in writing by You and Insight. Insight, may, from time to time in its sole discretion, change the fees it charges for the Service. Any increase in the fees will take effect at the beginning of the new subscription term. Insight will notify You of any such changes by updating the Console or sending notice by e-mail or regular mail.

4.2. **Invoicing/Payment**. Services used or enabled by you, including without limitation, any additions, reductions, increases or decreases in the per unit quantity of the Services used, will be invoiced on an actual use or consumption basis as measured and reported to Insight by Google. Google's records and usage reports are taken to be correct unless proven by you to be in error. Insight will invoice you monthly in arrears for the Services consumed in each preceding monthly billing period on an actual use or consumption basis as reported by Google. Unless otherwise agreed to in writing between the parties, you must pay all undisputed invoices in full within thirty (30) days of the invoice date. If You have purchased prepaid credits, You will be invoiced monthly against Your prepaid amount. You will have the option to either purchase additional increments of prepaid credits or default to consumption-based billing. Should You fail to purchase additional prepaid credits and Your usage exceeds Your prepaid credit amount, You agree to pay Insight for any and all amounts owed to Google for such over usage and You will continue to be invoiced on an actual use basis as reported to Insight by Google.

4.3. **Google Cloud Platform Service SLAs**. The Google Cloud Platform Services are more fully described at https://developers.google.com/cloud/services and are subject to the service level agreements found at https://cloud.google.com/terms/sla/. ANY CREDITS OR TERMINATION RIGHTS DESCRIBED UNDER THE SLA SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER IN CONNECTION WITH ANY UNAVAILABILITY OF THE SERVICES OR BREACH OF THE SLA.

5. Term/Termination

5.1. **Agreement Term**. The "Term" of this Agreement will begin on the Effective Date and continue until the Agreement is terminated as set forth in this Section 5 of the Agreement.

5.2. **Termination for Breach**. Either party may terminate this Agreement for breach if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) the other party is in material breach of this

Agreement more than two times notwithstanding any cure of such breaches. In addition, Insight may terminate any, all, or any portion of the Services or Projects, if Customer meets any of the conditions in Section 9.2(i), (ii), and/or (iii).

5.3. **Termination for Inactivity**. Insight or Google reserves the right to terminate the provision of the Service(s) to a Project upon 30 days advance notice if, for a period of 60 days (i) Customer has not accessed the Admin Console or the Project has had no network activity; and (ii) such Project has not incurred any Fees for such Service(s).

5.4. **Termination for Convenience**. Customer may stop using the Services at any time. Customer may terminate this Agreement for its convenience at any time on prior written notice and upon termination, must cease use of the applicable Services. Insight may terminate this Agreement for its convenience at any time without liability to Customer.

5.5. **Effect of Termination**. If the Agreement is terminated, then: (i) the rights granted by one party to the other will immediately cease; (ii) all Fees owed by Customer to Insight are immediately due upon receipt of the final electronic bill; (iii) Customer will delete the Software, any Application, Instance, Project, and any Customer Data or Customer will transfer billing account direct to Google or a new service provider; and (iv) upon request, each party will use commercially reasonable efforts to return or destroy all Confidential Information of the other party.

6. Additional Required Terms

6.1. **Liability for Breach/Indemnity**. In addition to any liability Customer may have to Insight, Customer agrees that Customer will also be legally responsible directly to Google for any breach of these terms and conditions. Unless prohibited by applicable law, Customer will indemnify, defend, and hold harmless Google from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (a) regarding any Application, Project, Instance, Customer Data, or Customer trademark; or (b) regarding Customer's, or its end users', use of the Google Cloud Platform Services in violation of the Acceptable Use Policy. Google is a third party beneficiary to this Agreement with respect to the terms and conditions set forth herein.

6.2. **No Warranties**. EXCEPT AS EXPRESSLY SET FORTH IN THE SERVICE SPECIFIC TERMS FOR PREMIUM SOFTWARE, GOOGLE AND ITS SUPPLIERS DO NOT MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT.

6.3. **Intellectual Property Rights**. As between the parties, Customer owns all Intellectual Property Rights in Customer Data and the Application or Project (if applicable), and Google owns all Intellectual Property Rights in the Google Cloud Platform Services and Software.

6.4. **Other Restrictions**. Customer will not, and will not allow third parties under its control to: (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract the source code of the Google Cloud Platform Services or any component thereof (except to the extent such restriction is expressly prohibited by applicable law); (b) use the Google Cloud Platform Services for High Risk Activities; (c) sublicense, resell, or distribute the Google Cloud Platform Services or any component thereof separate from any integrated Application; (d) use the Google Cloud Platform Services to create, train, or improve (directly or indirectly) a substantially similar product or service, including any other machine translation engine; (e) unless otherwise set forth in the Service Specific Terms, use the Services to operate or enable any telecommunications service or in connection with any Application that allows its end users to place calls or to receive calls from any public switched telephone network; (f) process or store any Customer Data that is subject to the International Traffic in Arms Regulations maintained by the Department of State; or (g) unless expressly permitted to, use the Services for any purpose or in any manner involving Protected Health Information (as defined in HIPAA).

6.5. **Google Cloud Platform Terms of Use for Public Sector**. Customer acknowledges that use of the Google Cloud Platform Services provided through Insight is subject to the applicable Google Cloud Computing End User License Agreement for Public Sector, a current version of which is located at: https://www.carahsoft.com/application/files/3415/7685/7848/Google_Cloud_Master_General_Terms_US_Gov_GCP_12-20-2019.pdf.

6.6. **Acceptable Use Policy**. Customer will comply with the Acceptable Use Policy and ensure that its Applications, Projects, and Customer Data, and use thereof by its end users comply with the Acceptable Use Policy. Google reserves the right to review the Application, Project, and Customer Data to ensure Customer's compliance with the Acceptable Use Policy.

6.7. **Service Specific Terms**. Customer will comply with the Service Specific Terms.

6.8. **Terms Related to Anthos Products**. If Customer is purchasing Anthos Products, the following terms shall apply:

6.8.1. During the Term, or so long as Customer is purchasing Anthos Products under the pay-as-you-go model, Customer must purchase and maintain Google technical support in order to receive technical support for the Anthos Product directly from Google;

6.8.2. Customer may not, on behalf of a hyperscale public cloud provider, without Google's prior written consent, (a) conduct (directly or through a third party) any comparative or compatibility testing, benchmarking, or evaluation (each, a "Test") of the Anthos Products, or (b) disclose the results of any such Test.

BY SIGNING THIS AGREEMENT (OR ISSUING A PO IN LIEU OF SIGNATURE), YOU HEREBY CERTIFY THE FOLLOWING:

THAT (1) YOU ARE DULY AUTHORIZED ON BEHALF OF CLIENT TO ACCEPT THIS ORDER, (2) THAT YOU ACCEPT THIS ORDER AND ALL APPLICABLE TERMS AND CONDITIONS ON BEHALF OF CLIENT, AND (3) THAT YOU AGREE TO PAY FOR ALL ORDERS, CHANGES, AND/OR INCREASES IN USAGE SUBSEQUENTLY PROVISIONED BY YOU UNDER YOUR ACCOUNT.

Client	
By:	_____ *Authorized Representative*
Print Name:	
Title:	
Date:	

1. SCHEDULE A - FEES AND ADDITIONAL ORDER DETAILS

Fees:

All prices set forth in this Schedule A are estimates of monthly Services usage only. Customer is responsible for all actual Services charges accrued in accordance with Sections 4.1 and 4.2 of this Agreement.

Services Order Details:

Type or Description of Services	Price (based on estimated usage)	Notes

MICROSOFT AZURE ORDER FORM

Client Name: Client Account No:

Address:

Address:

Client Contact: Insight Contact:

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS ORDER FORM

- **PROVISIONING AND USE OF CLOUD SERVICES.** Insight performs the initial tenant set-up for Client, including adding Client's subscription and configuring Client's owner rights. Once a subscription has been created for Client, Cloud Services may be enabled and consumed by Client via the Microsoft Azure Services Portal. Use, reporting and invoicing of Cloud Services are based on a consumption or actual use model, as further described below. Client will be invoiced for Cloud Services consumed in accordance with usage reports provided by Microsoft.

- **TERM/TERMINATION.** Cloud Services start once provisioned by Insight on Client's behalf. Cloud Services are available on a month-to-month basis. Client can cancel the Cloud Services at any time by providing written notice. If Client terminates its use of Cloud Services, Client will remain responsible to Insight for the prior month's consumption and all accrued charges for such Cloud Services which will be billed in the next scheduled invoice.

- **FEES AND INVOICING.** Client agrees to pay the fees and charges for the Cloud Services as set forth in the provided price list at purchase, as may be amended from time to time. All future quantities used, enabled or consumed for purchased Cloud Services will be invoiced monthly in arrears on an actual use basis (i.e. "pay-as-you-go") as measured and reported to Insight by Microsoft. The unit purchase price (consumption rate) for each of the Cloud Services available to the Client will be made available for Client's review on a monthly basis. For any extension of a subscription term or the provisioning of a Cloud Service upgrade, the then-current price will apply, unless otherwise mutually agreed in writing by Insight and Client. Notwithstanding the foregoing, Insight may, from time to time and in its sole discretion, change the fees it charges all clients for the Cloud Service for reasons including, but not limited to, changes in Microsoft's pricing and changes to its channel partner programs.

- **AZURE RESERVATIONS (Azure Reserved VM Instances)(*Optional).** Client agrees that Azure Reservations purchases will be invoiced up-front, in full, for the entire term. All Azure Reservations have their own unique coverage period (not coterminous to any previous Azure Reservation purchase). No refunds will be granted once the Azure Reservations are provisioned and in use. *By executing this Order Form, Client agrees to pay the Azure Reservations fees listed below up-front on Client's first issued invoice*:

☐ **FORM OF PAYMENT.** Form of payment must be on file before Insight will provision the Cloud Services. All Cloud Services consumed leveraging this Agreement will automatically be billed to the selected form of payment. If a form of payment change is required, please call Insight Credit Card Services Department for assistance.

Net 30 Payment Terms unless You have a separate purchase agreement signed by both your company and Insight, in which case , the net terms of that separate agreement will govern

Credit Card Payment. Please provide last 4 digits of credit card

*Due to security and compliance standards we require clients to call our Credit Card Services Department at 800-INSIGHT and requesting the Credit Card Services department between the hours of 7:00 and 4:00 MST Monday – Friday to provide the full credit card information.

☐ **BY CHECKING THIS BOX, YOU CERTIFY THAT YOU HAVE READ AND AGREE TO INSIGHT'S "MICROSOFT CLOUD SOLUTION PROVIDER (CSP) AGREEMENT" WHICH IS INCORPORATED HEREIN BY REFERENCE AND GOVERNS YOUR ORDER FROM INSIGHT, LOCATED AT THE FOLLOWING URL:** https://www.insight.com/microsoft-csp-agreement-for-us-gov-community

☐ **BY CHECKING THIS BOX, YOU CERTIFY THAT YOU HAVE READ AND AGREE TO MICROSOFT'S TERMS OF USE (COLLECTIVELY, THE "MICROSOFT AGREEMENTS"). YOU SHALL BE SOLELY RESPONSIBLE FOR PERIODICALLY REVIEWING DESIGNATED URLS OR SUCCESSOR URLS OF MICROSOFT TO UNDERSTAND AND PERFORM IN ACCORDANCE WITH SUCH AMENDED OR OTHERWISE UPDATED MICROSOFT TERMS.**

1. The Microsoft Online Services Terms can found at: https://www.microsoft.com/en-us/licensing/product-licensing/products.aspx

2. The Microsoft Customer Agreement is available from Client's tenant accessed through the Microsoft Online Services Portal; OR Client accepts the current applicable regional version of the Microsoft Customer Agreement available at: https://www.microsoft.com/licensing/docs/customeragreement

3. The Microsoft Azure Service Level Agreement can be found at: https://azure.microsoft.com/en-us/support/legal/sla

BY CHECKING THE ABOVE-REFERENCED BOXES, YOU UNDERSTAND AND AGREE TO EACH AND ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT THAT ARE LEGALLY BINDING. YOU FURTHER AGREE THAT YOUR SIGNATURE ON THIS DOCUMENT IS AS VALID AS IF YOU SIGNED THE DOCUMENT IN WRITING.

By:	**By:**
Name:	**Name:**
Title:	**Title:**
Date:	**Date:**
Email:	

PO Number (Optional):

Appendix C - Manufacturers, Publishers and Suppliers

Manufacturers, Publishers and Suppliers

#1 PC DIAGNOSTICS COMPANY
.COM SOLUTIONS
.VANTRONIX
/n software, inc.
@COMM
@XI COMPUTER
02 SOLUTIONS
0XDATA INC
1 BEYOND, INC
1 EDI SOURCE
1 Source Metrology Corp
1 TRIPPLITE
10000ft
101 AUDIO VIDEO INC
1099 EXPRESS.COM
1099 PRO, INC
10by8
10GEN INC
10GTEK TRANSCEIVERS
10TEC COMPANY
10to8
10ZIG TECHNOLOGY/BOSANOVA
123 SYNCHRONIZER
123PROPOSAL AUTOMATION SOFTWARE INC
128 CONSULTING LLC
12GHOSTS INC
16 SOFTWARE
1776 SOFTWARE
17a-4
1-800-BATTERIES/IGO
1E LTD
1PASSWORD
1SPATIAL INC
1STVISION INC
1VISION SOFTWARE
1WORLDSYNC INC
2 TECHNOLOGY PLACE
200
2020 TECHNOLOGIES
203 Trading - Acer Refurbs
203 Trading - Dell Refurbs
203 Trading - HPI Refurbs
203 Trading - Lenovo Refurbs
203 Trading - Microsoft Refurbs
203 Trading - Samsung Refurbs
203 Trading - Viewsonic Refurbs
22 CASES
22 MILES, INC (PENDING)
24U SOFTWARE
2BRIGHTSPARKS PTE LTD
2BrightSparks Pte. Ltd.
2conciliate Business Solutions AB
2D3 LIMITED
2E2
DigiDNA SARL
DigiEffects LLC
DIGIGRAM
DIGIKEY
DIGI-KEY CORPORATION
DIGILENT
DIGILIANT
DIGIMATION
DIGIMIND
DIGINEX
DIGIPEDE TECHNOLOGIES LLC
DIGIPORT
DIGIPOS SYSTEMS
DIGIPOWER
DIGISHUO
DIGISIGNER
DIGISTORE SOLUTIONS
DIGITAL ACCESSORIES CORPORATION
DIGITAL ACOUSTICS CORPORATION
DIGITAL AIRWARE
DIGITAL ANARCHY
DIGITAL ANTENNA, INC.
DIGITAL ATLANTIC CORP
Digital Audio Corp
DIGITAL BLUE INC.
DIGITAL CANAL
DIGITAL CHECK CORP
DIGITAL COMBUSTION INC
DIGITAL CONCEPT
DIGITAL CONFIDENCE LTD
DIGITAL CREATION
Digital Data Services, Inc.
DIGITAL DECK COVERS
DIGITAL DETECTIVE GROUP
DIGITAL DETECTIVE GROUP LTD
DIGITAL DISPLAY SYSTEMS, INC.
DIGITAL ELEMENT
DIGITAL FILM TOOLS
DIGITAL FILMWORKS
Digital Fuel SV LLC
DIGITAL GUARDIAN INC
DIGITAL IMAGE SOLUTIONS SINGAPORE
DIGITAL INNOVATIONS
DIGITAL INTELLIGENCE INC.
DIGITAL JUICE
DIGITAL LIFESTYLE OUTFITTERS
DIGITAL LOGGERS INC
DIGITAL METAPHORS
DIGITAL METROLOGY SOLUTIONS
DIGITAL NETRIX
DIGITAL NETWORKS
DIGITAL PERIPHERAL SOLUTIONS, INC.
DIGITAL PERSONA
DIGITAL PRODUCT
LANGSDOM
LANGUAGE ENGINEERING COMPANY
LANGUAGE LINE SOLUTIONS
LANIER
LANNER INC
LANPARTE
LANSA INC
LAN-SECURE NETWORKS
LANSHACK
Lansweeper
LANSYST LTD
LANTERIA LLC
LANTRONIX
LAPCABBY
LAPLINK SOFTWARE
LAPLINK.COM
LAPP TANNEHILL
LAPTOP CHARGER FACTORY
LAPTOP SERVICE CENTER LLC
LAPWORKS
LARCOM & YOUNG
LARS SAMS
LARSCOM
LARSEN ANTENNAS
LARSON SOFTWARE TECHNOLOGY
LARSON SOFTWARE TECHNOLOGY 2002
LASALLE TECHNOLOGIES
LASCAR ELECTRONICS
LASCO
LASER RECHARGE
LASERFICHE
LaserPecker
LASERSOFT IMAGING, INC.
LASITU
LASKO PRODUCTS
LASTAR, INC.
LASTBIT CORP
LASTPASS
LASUNEY
LATENIGHT SOFTWARE LTD
LATERALWORKS
Latest Solutions USA
LATITUDE GEOGRAPHICS
LATITUDE LEARNING
LATTICE SEMICONDUCTOR
LATTIX INC
LAUBLAB KG
LAUBRASS INC
LAUDONTECH SOLUTIONS INC
LAUNCH 3 VENTURES LLC COMPANY
LAUNCHDARKLY
LAUNSBY CONSULTING
Laurel Bridge Software, Inc.
Lauren Innovations
SAALFELD
Saba Software
SABERLOGIC INC
SABRENT
SACHLTER
SACRAMENTO COMPUTER POWER INC
SADA SYSTEMS INC
SAE
SAFARI BOOKS ONLINE LLC
SAFCO
SAFE HARBOR COMPUTERS
SAFE SECURITIES INC
SAFE SOFTWARE
SAFE TREK INC
SAFE TYPE, INC
SAFECONSOLE
SAFECORE, INC.
SAFEGUARD
SAFEND
SAFENET, INC.
Safepass.me
SAFER NETWORKING LTD
Safe-T Data
SAFETY INNOVATIONS
SAFETY INSPECTION SOLUTIONS LLC
SAFETY SOFTWORKS
SAFETY TECHNOLOGY INTERNATIONAL
SAFETY TECHNOLOGY INTERNATIONAL INC
Safety Videos
SAFEWARE THE INSURANCE AGENCY INC
Safran Software Solutions AS
Saft
SAGAXSOFT
SAGE GROUP
SAGE PUBLICATIONS
SAGE SOFTWARE
SAGEKEY SOFTWARE
SAGELAMP SOLUTIONS INC
SageMath
SAGEM-INTERSTAR
SAGER NOTEBOOK COMPUTER
SAGITTA HPC
SAHARA CASES LLC
SAICOO
SAILPOINT TECHNOLOGIES
SainSmart
SAINT CORPORATION
SAISON INFORMATION SYSTEMS CO.,LTD
SAITECH IT PRIVATE LIMITED
SAITEK INDUSTRIES
SAKAR
SAKETA
SAL JOHNSON & ASSOCIATES INC
SALAMANDER DESIGNS LTD

Manufacturers, Publishers and Suppliers

2FA, INC.
2FLYER
2N USA LLC
2ND QUADRANT INC
2POINT
2Ring
2-SEC LTD
2X SOFTWARE LLC
2X SOFTWARE LTD
3 LEGGED THING
3000AD SYSTEMS PTY LTD
321DONE
352 INC
360WORKS
37 SIGNALS LLC
3AM SYSTEMS LTD
3C CAD INC
3COM
3CORE SOFTWARE
3CX
3D CONTROL SYSTEMS INC
3D IO GMBH
3D ISSUE
3D LASER ADVANTAGE INC
3D NATURE LLC
3D RAPID PRINTS
3D SYSTEMS, INC.
3D To All
3D3 SOLUTIONS LTD.
3DBear Inc
3DCADCO INC
3D-COAT
3DCONNEXION
3DI INC
3D-KSTUDIO.COM
3DLABS
3DQUAKERS.com
3DStudio.nl
3D-TOOL
3DVISTA ESPANA SL
3EYE TECHNOLOGIES
3I'S INC
3M COMPANY
3M TOUCH SYSTEMS
3P Learning Inc.
3PAR
3RP
3SL
3T SOFTWARE LABS GmbH
3WARE
3XLOGIC
4 DEGREES
42GEARS MOBILITY SYSTEMS
45 DRIVES MANUFACTURING
Digital Projection, Inc.
DIGITAL PROTOTYPE SYSTEMS INC
DIGITAL RAPIDS CORPORATION
Digital Reasoning
DIGITAL RIVER
Digital Science & Research
DIGITAL SECURITY CONTROLS
Digital Shadows Inc
Digital Signature Software
DIGITAL SPECTRUM SOLUTIONS, INC.
DIGITAL SPEECH SYSTEMS
DIGITAL STORAGE
Digital Storm
DIGITAL SURF
DIGITAL TIGERS
Digital Transforms
DIGITAL TRANSITIONS
DIGITAL WATCHDOG
Digital Workplace Forum Group
DIGITAL.AI SOFTWARE, INC.
DIGITALINX
DIGITALLINK
DIGITALML USA INC
DIGITALOFFICEPRO INC
DIGITALSTORAGE
DIGITALVOLCANO SOFTWARE LTD
DIGITALVOLCANO SOFTWARE LTD.
Digite Inc.
DIGITECH SYSTEMS
DIGITEK COMPUTER PRODUCTS
DIGITIZE DESIGNS LLC
DIGITIZEIT
DIGITTRADE GMBH
Digitus Biometrics, Inc.
DIGITZONE
DIGIUM
DIGSELL
DIGSILENT GMBH
DILIGENT CORPORATION
DIMASTR
DIMENSION 5
DIMENSIONAL SOLUTIONS INC
DIMPLE SOFTWARE
Dinamenta
DINAMO GMBH
DINCLOUD
DINKUMWARE
DINO SOFTWARE
DINOLITE
DINSPACE
DI-O-MATIC
DIPL-ING. MARTIN AIGNESBERGER
DIRAD TECHNOLOGIES INC
DIRECT BUSINESS TECHNOLOGIES LLC
LAUTERBACH INC
LAVA COMPUTER MANUFACTURING
LAVALIER
LAVASOFT
LAVASTORM ANALYTICS INC
LAVIEW EAGLE EYE TECHNOLOGY
LAVKOW
LAW ENFORCEMENT SUPPLY
LAWVU LIMITED
LAYER 2 GMBH
LAYERED SOLUTIONS
Layout Editor
LAYOUT LIMITED
LAYTON TECHNOLOGY
LAZA WIRELESS LLC
LBM SYSTEMS
LC TECHNOLOGY INTERNATIONAL
L-COM, INC.
LCPtracker
LD PRODUCTS
LDAP SERVICES *USE LDAPSOFT
LDAPSOFT
LDAPSOFT CORPORATION
LDRA SOFTWARE TECHNOLOGY
LE CROZZ
LEA Professional
LEAD TECHNOLOGIES INC
LEADER TECHNOLOGY
LEADERSHIP INFUSION LLC
LEADING MARKET TECHNOLOGIES INC
LEADS ONLINE LLC
LEADTEK
LEADTHEM CONSULTING , LLC
LEAN ENTERPRISE SOFTWARE SOLUTIONS
LEAN SOFTWARE LTD
LEANIX INC
LEANKIT INC
LEAP MOTION, INC.
LEAPFROGBI
LEAPWORK
LEARN IT INC
LEARNING A-Z LLC
LEARNING COMPANY
LEARNING SEED
Learning Tree International
LEARNINGWARE, INC
LEARNITURE FURNITURE
LEARNKEY
LEARNPORT INC.
LEARNPULSE SAS
LEARNQUEST
LEASE ACCELERATOR INC
LEASEQUERY LLC
LEATHERMAN TOOL GROUP INC
SALARY.COM
SALEAE LLC.
SALES BEACON
SALESEDGE LLC
SALESFORCE
SALFORD SYSTEMS
SALIENT PROCESS INC
SALIENT STILLS INC
SALT
SALTED SERVICES
SALTER BRECKNELL
SALTSTACK HEADQUARTERS
SALTY BRINE SOFTWARE
SAM R REDDY DBA EVAP CONSULTING INC
SAMANAGE USA INC
SAMDESK
SAMETOP
SAMLEX AMERICA, INC.
SAMPLE MAGIC LTD
SAMPO
SAMS PUBLISHING
SAMSARA NETWORKS
SAMSILL CORPORATION
SAMSON TECHNOLOGIES CORP.
SAMSONITE
SAMSUNG
SAMSUNG ELEC
SAMSYS TECHNOLOGIES
SAMYS CAMERA INC
SAN DIEGO CAD CAM
SAN JAMAR
SANA SECURITY
SANBOLIC INC
SANDBOXIE
SANDERSON FORENSICS LTD
SANDHILL CONSULTANTS USA LTD
SANDISK
SANDSTORM
SANDUSKY CABINETS
SANDY KNOLL SOFTWARE
SANDY LISA
SANFACE SOFTWARE
SANFORD
SANGEAN
SANGOMA
SANHO
SANITECH
SANKEN MICROPHONE CO. LTD.
SANMAR CORP
SANMINA CORPORATION
SANNET SOLUCIONES LLC
SANOXY
SANRAD, INC.
SANS DIGITAL

Manufacturers, Publishers and Suppliers

4BITS
4CABLING.COM.AU
4CLICKS SOLUTIONS, LLC
4D PAYMENTS INC
4D Systems
4D TECHNOLOGIES
4D, INC
4IMPRINT INC
4M
4N6 FANATICS.COM LLC
4N6XPRT
4TEAM
4TOPS
4URPC
4WHAT INTERACTIVE
4WinKey.
4XEM CORP.
5000FISH INC
508 SOFTWARE LLC
51 DEGREES.MOBI LTD
52 Stairs Studio Inc
5G AUTOMATIKA
5NINE SOFTWARE INC
5S SUPPLY
5SPICE
5TOUCH SOLUTIONS INC
5X TECHNOLOGY LLC
6 WUNDERKINDER GMBH
65BIT SOFTWARE LIMITED
74MPH SOLUTIONS
7EDIT
7PACE
7Signal
84 CODES AB
8E6 TECHNOLOGIES
8TH WALL, INC.
8X8 INC.
90 METER INC
911inform
919LABS
986 LABS INC
9LINE SOFTWARE LLC
9RAYS.NET
A B SCIEX
A BETTER SOLUTION INC
A Cloud Guru
A TO B SOLUTIONS
A!K RESEARCH LABS
A&B
A&B SOFTWARE LLC
A&H SOFTWARE HOUSE
A&I SOLUTIONS INC
A.I. SOLUTIONS INC
A.V. SIMULATION SAS
DIRECT TECHNOLOGY GROUP
DIRECTIONS ON MICROSOFT
DIRECTORY SOLUTIONS GROUP
DIRECTORY WIZARDS
DIRECTV, LLC
DISC MAKERS
DISC SOFT
DISCMASTERS
DISCOURSE ANALYTICS
Discover Headsets
DISCOVER TECHNOLOGIES
DISCREETFX
DISCUS SOFTWARE COMPANY
DISKINTERNALS RESEARCH
DISKOLOGY
DISPATCHING SOLUTIONS INC
DISPLAY IMPORTER
DISPLAY WERKS
DISPLAYMATE TECHNOLOGIES
DISPLAYPORT SOURCE
DISPLAYS2GO
DISPLAYTEN
Dissertation Editor
DISTAT
DISTI
DISTINCT
DISTINCTIVE VOICE AND DATA
DISTINOW
DISTRIBUTION MANAGEMENT CORP
DISTRIBUTIVE MANAGEMENT LLC
DISTRIBUTORX INC
DITEK
DIVELEMENTS LTD
DIVERSE COMPUTING INC
DiverseNet
DIVERSIFIED COMPUTER SYSTEMS, INC.
Diversified Labeling Solutions
DIVERSIFIED MATERIAL SPECIALIST INC
DIVERSIFIED SERVICES NETWORK INC
DIVERSITRACK
Diversity IT LLC
Diversity Resources
DIVEX TURISMO SL
DIVI SPACE
DIVISION M
DIVLOCSOFT
DIVXNETWORKS
DIYATECH
DIYIFE
DIYMALLS
DJ TECHTOOLS
DJI
DJMIXERSOFT
DLI.TOOLS
LECTRA
LECTROFAN
LECTROSONICS INC.
LEDABOUR INC
LEDCO
LEDETECH
LEDNICEKER
LEDTRONICS
LEDwholesalers
LEE FILTERS
LEE HARTMAN & SONS, INC.
LEET CYBER SECURITY
LEEUEE
LEFTA SYSTEMS
LEFTHAND NETWORKS
LEGALSUITE
LEGATO SYSTEM
LEGRAND
LEICA GEOSYSTEMS
LEICA-GEOSYSTEMS
LEIDOS INC
LEIHONG
LEIMBERG & ASSOCIATES
LEIMBERG & LECLAIR, INC.
LEITCH
LEITNER
LEM SOLUTIONS
LEMKESOFT
LEMON MOJO
LeMotech
Lenel
LENEXPO
LENKENG TECHNOLOGY
LENMAR
LENOVO
LENOVO X86
LENOX SOFTWORKS INC
Lenses.io Ltd
LENTE DESIGNS
LENTION
LEOCH BATTERY CORPORATION
LEONARDO
LEORA SOFTWARE COMPANY
LEOSTREAM CORPORATION
LEPA TECHNOLOGY CORP
LEPEI - XOOL
LEPIDE SOFTWARE PVT LTD.
LEPY
LETOUR
LET'S THINK WIRELESS, LLC
LETSIGNIT CORP
LETTER OPENER GMBH
LEVEL 3 AUDIO VISUAL LLC
LEVEL 3 COMMUNICATIONS
SANSPOT
SANSUI
SANSUN
SANTA FE GROUP
SANTESOFT
SANUS SYSTEMS
SANYO
SAP AMERICA, INC.
SAPIEN TECHNOLOGIES
SAPIENCE ANALYTICS
SapiensIT Consulting GmbH
SAPIENT CORP
SAPPHIRE
SAPRO SYSTEMS
Saramonic
SARATECH
SARITASA LLC
SARTORIUS STEDIM DATA ANALYTICS AB
SAS
SAS INSTITUTE
SASE SHAM INC
SASSAFRAS SOFTWARE INC
SATECHI
SATELLITEFORMS
SATINIOR
SATMAXIMUM
SATOAMERICA
SATORI SOFTWARE
SAUCE LABS
SAUNDERS GROUP INC
SAUNDERS MANUFACTURING
SAUTINSOFT
SAVAGE UNIVERSAL
SAVANCE LLC
SAVANT PROTECTION INC
SAVARI INC
SAVIGENT SOFTWARE INC
SAVIN
SAVISION
SAVOX COMMUNICATIONS INC
Savvius Inc
SAVVY LEARNING SYSTEMS
SAWMILL
SAWTOOTH SOFTWARE INC
SAXONICA
SAXONY
SAYHIRED
SB2 SOFTWARE / MATRIZ SB2
SBE
SBE VISION INC
SBOWER INC
SC ACID MEDIA SRL
SC JOHNSON PROFESSIONAL
SC PIXELMACHINE SRL

Manufacturers, Publishers and Suppliers

Â¿Extreme Broadband Engineering
Â¿GOKU STORE
Â¿VZOBLUESTOP
Â¿Yide Machinery Co. Ltd.
A10 NETWORKS INC.
A1A Software LLC
A2MAC1 LLC
A2Z SUPPLIES LLC
A3J GROUP LLC
A4TECH CO LTD
A7SOFT
a9t9 software GmbH
AA PORTABLE POWER CORP
AACS LA LLC
AADS WORLDWIDE LTD
AAEON ELECTRONICS INC
AAOTOKK
AAP
AAPC
AAR INNOVATIONS
AASTRA TELECOM
AAVID
AAXA TECHNOLOGIES, INC
AAXEON TECHNOLOGIES LLC.
AB DISTRIBUTING
AB SCIEX
AB4D d o o.
ABA MORIAH CORPORATION
ABACO SYSTEM
ABACRE
ABACUS SOFTWARE
ABARCODE SOFTWARE
ABATRON AG
ABB
ABB ENTERPRISE SOFTWARE INC
ABBA TECHNOLOGIES
ABBVIE INC
ABBYY
ABCGOODEFG
ABEAM ANALYTICS PTE LTD
ABEL CINE TECH INC
ABERDEEN
ABILITY ENGINEERING LTD
ABILITYONE
ABIT
ABIWAZY
ABL ELECTRONICS
ABLEBITS
ABLEBRIDGE
AbleCine
ABLECONN
ABLEGRID.COM
ABLENET INC
ABLETON
D-LINE
D-LINK SYSTEMS
DLT SOLUTIONS
DLT SOLUTIONS (ADEPT ONLY)
DLT SOLUTIONS, INC.
DM SOLUTIONS INC
Dmarcian
DMC
DMD AMERICA INC
DME Forensics
DMG MORI USA INC
DMH Software
DMITRIY PRIMOCHENKO
DMITRY STREBLECHENKO, USA
DMOOSE
DMSI INTERNATIONAL
DMSOFT TECHNOLOGIES
DMSUITE
DNASTAR
DNC SOFTWARE LTD
DN-COMPUTING
DNN CORPORATION
DNP IMS AMERICA CORPORATION
DNS MADE EASY
DNSFILTER INC
DNSIMPLE CORPORATION
DNSOFT RESEARCH GROUP
DNSSTUFF.COM
DNU - CISCO PRESS
DNU - EMC INSIGNIA (Use EMC)
DNU - INSTALLAWARE
DNU - Jabra
DNU - LG
DNU - Plantronics
DNU ADD-ON COMPUTER PERIPHERALS
DNU Add-On Products
DNU CALENDLY
DNU GEMALTO
DNU HARMAN
DNU HARMAN INTERNATIONAL
DNU HUAWEI
DNU HUAWEI SYMANTEC TECHNOLOGIES
DNU KASPERSKY LAB, INC.
DNU MICROFOCUS
DNU MICRON TECHNOLOGY
DNU Oculus Rift
DNU QUADROTECH SOLUTIONS INC
DNU TRICENTRIC
DNU ZTE CORPORATION
DNU-DO NOT USE
DNV
DO IT WISE BULGARIA LTD
DO PROCESS SOFTWARE
DOBYSOFT INC
LEVEL 7 TECHNOLOGIES
LEVEL ACCESS INC
LEVEL TWO
LEVELELEVEN
LEVELOPS INC
LEVERAGE INFORMATION SYSTEMS
LEVERAGE TECHNOLOGIES INC
Levi Ray & Shoup Inc
LEVITON TELECOM
LEVO
LEVTON
LEXALYTICS INC
LEXAR MEDIA
LEXICON TECHNOLOGIES, INC
LEXIMATION INC
LEXIP
LEXIPOL
LEXIS-NEXIS
LEXMARK
LEXRAY
LEXTECH INC
LEYI
LEZE
LG
LG CNS AMERICA
LG ELECTRONICS
LG SOFTWARE INNOVATIONS
Li Shin International Enterprise Co
LIAISON SOFTWARE CORP
LIAISON TECHNOLOGIES
LIAN LI
LIANTRONICS
LIBELIUM
LIBELLE AG
Libera Inc
LIBERRWAY
LIBERTY AV SOLUTIONS
LIBERTY CABLE
LIBERTY LABS
LIBERTY TECHNOLOGY SYSTEMS, INC
LIBRARY PASS INC
LIBRATEL, INC.
LIBRESTREAM
LICEL CORPORATION
LICENSE DASHBOARD LTD
LICENSE4J
LicenseCrawler
LicenseLogic
LICENSEWATCH
LICHENGBEI BATTERY TECH CO
LICORSOFT LTD
LIDOR SYSTEMS
LIEBERLEIBER SOFTWARE CORP
LIEBERLIEBER SOFTWARE GMBH
SCADA ENGINE
SCALA BROADCAST MULTIMEDIA
SCALA, INC
SCALABIUM SOFTWARE
SCALABLE DISPLAY TECHNOLOGIES
SCALABLE NETWORK TECHNOLOGIES
SCALABLE SOFTWARE
SCALE CENTER OF ARIZONA
SCALE COMPUTING
SCALE LOGIC
SCALEARC
SCALEBASE INC
SCALED AGILE
SCALEOUT SOFTWARE INC
SCALITY
SCAN WIRELESS
SCANAVENGER
SCAND LLC
SCANDIT INC
SCANIE
SCANLAB AMERICA INC
SCANNEX LLC
Scan-Optics LLC
SCANSHARP
SCANSOFT
SCANSOURCE
SCANSYS CCTV, INC.
SCANTRON
SCANVEC
SCAPA TECHNOLOGIES
SCAPOS
SCATE
SCEPTRE
SCHAEFER
SCHAFFNER HOLDING AG
SCHAUDIN.COM NORTH AMERICA
SCHED LLC
SchedMD LLC
SCHEDULE IT LTD
SCHEDULEVIEW
SCHEMATODOC ENTERPRISES
SCHERRER RESOURCES INC
SCHICK TOIKKA
SCHLAGE RECOGNITION SYSTEMS
SCHLUMBERGER CANADA LTD
SCHLUMBERGER WATER SERVICES
SCHMOOZE COMMUNICATIONS LLC
SCHNEIDER AUTOMATION
SCHNEIDER ELECTRIC SA *DO NOT USE *
Schneider Kreuznach
SCHNEIDER OPTICS
SCHOOLHOUSE OUTFITTERS LLC
SCHOOLOUTLET.COM
SCHRODINGER INC

Manufacturers, Publishers and Suppliers

ABLEWE
ABNORMAL SECURITY CORPORATION
ABOVETEK
ABP INTERNATIONAL, INC.
ABR INDUSTRIES LLC
ABRANTIX
ABS CONSULTING HEADQUARTERS
ABSEIRA LTD
ABSINT
ABSOFT
ABSOLUTE SOFTWARE
ABSORB LMS
Abstract
ABT SOFTWARE SERVICES LTD
ABT TECH PTY LTD
ABTO SOFTWARE
ABUS
ABVENT
ABYSS MEDIA
ABZ INC
AC CONNECTORS
AC INFINITY
AC/DC INDUSTRIES
ACACIA AUDIO
ACADEMY TECHNOLOGIES
ACANO
ACAPELA GROUP
ACASYSTEMS
ACBEL POLYTECH INC.
ACCEDIAN NETWORK
Accela Inc
ACCELATIS LLC
ACCELERATED CONCEPTS, INC.
ACCELERATED TECHNOLOGY
ACCELEREYES
ACCELL
ACCELLION
ACCELOPS INC
ACCELQ INC
ACCELRYS
AccelStor
ACCELTEX SOLUTIONS
ACCENTURE
ACCEO SOLUTIONS INC.
ACCESS CONTROL DEVICES INC
ACCESS HARDWARE SUPPLY
ACCESS I/O PRODUCTS
ACCESS INTERFACING SOLUTIONS
Access IS
ACCESS IT GROUP
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DESIGN SCIENCE
DESIGN SIMULATION TECHNOLOGIES
DESIGN WORKSHOP TECHNOLOGIES INC.
DESIGNERVISTA SOFT LLC
DESKCAMERA BALTIC OU
Desklab
DESKO
DESKOVER
DESKPRO LTD
DESKSHARE
DESKTOP AUTHOR
DESKTOPALERT
KORENIX TECHNOLOGY CO., LTD
KORES OFFICE PROFESSIONAL USA INC
KORE-TEK
KORZH
KOSS
Kotem Hungary Ltd
KOUTECH
KOVAI LIMITED
KOVAIR SOFTWARE INC
KOVIA
KPIT medini Technologies AG
KRAFT KENNEDY & LESSER INC
KRAMER ELECTRONICS, LTD.
KRAMER SCIENTIFIC
KRATRONIC
Kreatiives
KRELL SOFTWARE
KRENGEL TECHNOLOGY INC.
KREPLACEMENT
Krisdonia
KRISP TECHNOLOGIES INC.
KRK SYSTEMS
KRKSOFT
KROGER
KROLL ONTRACK INC
KROMTECH ALLIANCE
KRONOS INC.
Kroser
KROWN MANUFACTURING
KROY
KRUSE ANALYSIS INC
Kryon Systems
KSM CONSULTING LLC
KSOFT
KS-SOFT
KSW KINGDO
KT&C
K-TEK
KTI NETWORKS
ktMINE
KUB
KUBECOST
KUBISYS INC
KUBIT USA
KUBOTEK USA INC
KuCharm
KUDELSKI SECURITY
KUDO Inc.
KUDOBOARD LLC
KUMANTECH
KUPTONE
KURMI
Kurzweil Education
KURZWEIL EDUCATION SYSTEMS
ROCKWELL SOFTWARE INC.
ROCKY MOUNTAIN RAM
ROCSCIENCE
ROCSTOR
RODE MICROPHONES LLC
RODECASTER
Rodel Interactive North America, LL
ROD-L ELECTRONICS, INC.
RODNEY WILLIAM MACH DBA HIPERLOGIC
RODOPI SOFTWARE
RODYN VIBRATION ANALYSIS INC
RODYPOLIS LLC
ROGER NELSON DBA MOTIONWERX
rogers communications
ROGUE AMOEBA
ROGUE WAVE SOFTWARE
ROHDE & SCHWARZ
ROHN PRODUCTS INTERNATIONAL L.C.
ROK Technologies
ROKU, LLC
ROLADA
ROLAND CORP
ROLAND DGA CORPORATION
ROLANSTAR
ROLLBAR INC.
ROLLO
ROLLS CORPORATION
ROLODEX
ROLTA INTERNATIONAL INC
RON TURLEY ASSOCIATES, INC
RONCO SPECIALIZED SYSTEMS INC
RONS PLACE SOFTWARE
ROOCASE
ROOFULL
ROOKERY SOFTWARE LTD
ROOP
ROOST
ROSCO LABORATORIES
ROSE ELECTRONIC
Rose Silver Software LLC
ROSETTA STONE (DNU)
ROSETTA TECHNOLOGIES
ROSEWILL
ROSS VIDEO
ROSSLARE SECURITY PRODUCTS INC
ROTARUA LTD
Rotating Machinery Analysis Inc
ROTH TECHNOLOGIES LLC
ROTRONIC INSTRUMENT CORP
ROTTAY
ROUTERSWHOLESALE
ROUTESMART TECHNOLOGIES INC
ROVE MOBILE
ROVTOP
ZEON CORPORATION
ZEPHYR ASSOCIATES, INC.
ZEPHYR CORP
Zeplin, Inc.
ZEPOL PRODUCTIONS INC
ZEPOL PRODUCTIONS INC.
ZERENE SYSTEMS
ZERO CONNECT
ZERO FOX INC
ZERO G SOFTWARE
ZERO GRAVITY
ZERO HEIGHT
ZEROBOUNCE
ZEROCONNECT
Zeronorth
ZEROTURNAROUND
ZEROWAIT CORPORATION
ZERTO
ZESHUO
Zetakey Solutions Limited
ZETETIC LLC
Zetta
ZETX Inc.
ZEUS TECHNOLOGY LTD
ZEVENET
ZEVRIX
Zewa Medical Technology
Zexmte
ZGO TECHNOLOGIES
ZHEN JIA
ZHIYO
ZHIYUN
ZHONE TECHNOLOGIES, INC.
ZIBIZ CORP
ZIDOO TECHNOLOGY LIMITED CO LTD
ZIDSOFT CONSULTING
ZIENA OPTIMIZATION INC
ZIFTEN TECHNOLOGIES , INC
ZIGI WAVE AD
ZIGNAL LABS INC
ZIMBRA, INC.
ZIMPERIUM
ZIMUSOFT
ZINALI, LLC
ZINGCHART
ZINGTREE INC
ZINMARK.COM
ZINSTALL.COM
ZIOTEK
ZIP CODE DOWNLOAD
ZIP-CODES.COM
ZIPCODEWORLD
ZIPCORES ELECTRIC SYSTEMS ENGINEER
ZIPFLOW

Manufacturers, Publishers and Suppliers

DESKTOPSTANDARD CORP
DESTA
DESTRUCTDATA INC.
DET NORSEKE VERITAS
DET NORSKE VERITAS (U.S.A) INC
DETEX CORP
DETONG TECHNOLOGY LTD
DETROIT PACKAGING CO
DETTO
DEV2DEV SOFTWARE
DEVALDI LTD
DEVART
DEVCENTRICS
DEVCOMPONENTS
DEVELOPER EXPRESS
DeveloperPLUS
DevENTERPRISE SOFTWARE Pty Ltd
DEVEXPRESS
DEVIALET
DEVICE42
DEVICELOCK USA
DEVICETRUST GMBH
DEVINAL
DEVJET SOFTWARE
DEVMADS LTD
DEVMO
DEVO TECHNOLOGY INC
DEVOLUTIONS INC
DEVON IT
DEVON TECHNOLOGIES
DEVSCOPE
DEVSENSE
DEVSENSE S.R.O.
DevSoft Baltic
DEVTICA S R O
DEWALT INDUSTRIAL TOOL CO.
DEWENWILS
DEXA SYSTEMS
DEXON USA
DEXPOT GBR
DEXTRONET
DF/NET RESEARCH INC
DFI
DFR SOLUTIONS LLC
DG LOGIK INC
DGMR Software BV
DH INSTRUMENTS INC
DH2I
DHLSOFT
DHTMLX
DIABLO ANALYTICAL
DIABLOTEK INC
DIAGNOSTIC INSTRUMENTS
Diagnosticlink
KUTOOLS
Kuvacode Oy
KUZY
KVH INDUSTRIES
KVISOFT CO, LTD
KVM SWITCHES ONLINE LLC
KWIKBOOST
KWIKOOL (DIVERSITY IND)
KWIZCOM
KWMOBILE
Kwoksys
KWORLD COMPUTER CO.
KWUMSY
KXT
KYASI
KYE INTERNATIONAL
KYOCERA
KYPIPE LLC
KYVOS INSIGHTS INC
L&E MOBLIE MOUNTS
L.H. DOTTIE COMPANY
L0PHT HOLDINGS LLC.
LAB ASPRISE
LAB COMPUTERS
LAB GRUPPEN
LAB PARTNERS ASSOCIATES, INC.
LAB126
LABAIDER
LABCENTER ELECTRONICS
LABEL ACCESSORIES, INC.
LABELMASTER
LABELMATE
LABELRANGE
Labels Direct
Labeltac
LABELVIEW
LABF
LABOR SAVING DEVICES
LABTAM
LABTEC ENTERPRISES
LABTECH SOFTWARE
LABVANTAGE SOLUTIONS INC
LABWARE INC
LACDO
LACIE LTD
LA-CO INDUSTRIES
LACONIC DESIGNS
L-ACOUSTICS
LAE Software
Laguna 2 - Belkin Refurbs
Laguna 2 - NETGEAR Refurbs
LAHEY COMPUTER SYSTEMS
Laird Digital Cinema
LAIRD PLASTICS
ROWBYTE
ROWLEY ASSOCIATES LIMITED
ROXFIT
ROXIE
ROXIO
ROYAL APPLICATIONS
ROYAL BOX GROUP
ROYAL CONSUMER
ROYAL MAIL GROUP PLC
ROYAL RENDER
ROYAL SOVEREIGN INTERNATIONAL, INC.
ROYCHE
RPI CONSULTANTS
RPOST
RPR WYATT
RPS GROUP USA
R-QUEST TECHNOLOGIES, LLC
RRR SCANDINAVIA AB
RS SOFTWARE
RS SOFTWARE.NET
RS2 TECHNOLOGY GROUP INC
RSA SECURITY
RSC EQUIPMENT RENTAL, INC.
RSMEANS
RSPEED INC
RSSBUSS INC.
RStudio
RSUPPORT CO LTD
RSUTDIO, INC
RT SYSTEM
RTCOM USA, INC.
RTI INTERNATIONAL
RTO SOFTWARE INC
R-TOOLS TECNOLOGY INC.
RTT USA INC
RTTD LTD
RUAEODA
Rubber Monkey Software
RUBBERFEET.US
RUBBERMAID
RUBICON COMMUNICATIONS
RUBRIK
RUBU
RUCKUS WIRELESS
RUGGARD
RUGGED DEPOT, LLC
RUGGED NOTEBOOKS
RUKO
RUMBLE INC
RUNDECK
RUNDOWN CREATOR INC
RUNE LUND-HERMANSEN
RUNECAST SOLUTIONS LTD
RUNNER TECH
ZIPINFO
ZIPKORD SOLUTIONS
ZippSlip
ZIPPY TECHNOLOGY CORP
Zipstorm
ZIVARO
ZIVELO INC
ZIX CORP
ZIX CORPORATION
ZIZO
ZJ BOX
ZJMEDIA DIGITAL TECHNOLOGY LTD
ZK CHATS
Zkteco
ZKTECO USA
ZL
Z-Lock
ZMAGS CORP
ZMBROLL
ZMICRO
ZMODO TECHNOLOGY CORPORATION
ZMT COMUNICACOES E TECNOLOGIA LTDA
ZMT Zurich MedTech
ZMUIPNG
ZNITRO
ZOEGAA
ZOHNO INC
ZOHO CORPORATION
ZOIPER
ZONA TECHNOLOGY INC
ZONATHERM PRODUCTS INC
ZONET
ZONIT STRUCTURED SOLUTIONS LLC
ZOOK Software
ZOOM
ZOOM CORPORATION
ZOOM INTERNATIONAL
ZOOM TELEPHONICS
Zoom Video Communications Inc
ZOOMASH LTD
ZOOMCHARTS
ZOOMDATA
ZOOMER ANALYTICS GMBH
ZOOMERANG
ZOOMIFY
ZOOMSWITCH
ZOOMTEXT
ZOPIM TECHNOLOGIES PTE LTD
ZORN SOFTWARE
ZORO
ZOTAC USA INC.
ZPE Systems, Inc.
ZPLANE.DEVELOPMENT
ZS ASSOCIATES

Manufacturers, Publishers and Suppliers

DIAL PROFESSIONAL
DIALOGIC
DIAMOND HEAD ASSOCIATES
DIAMOND LAMPS
DIAMOND LIGHT SOURCE LTD
DIAMOND MULTIMEDIA
DIAMOND VISIONICS
DIASOFT INC
DICENTRAL CORPORATION
DICKSON
DICOTA
DICTAPHONE
DICTRAN
DIDISOFT
Diffblue
DIFFENGINEX LLC
DiffPlug LLC
DIFFRACTION LIMITED
DIGDB
DIGI EFFECTS
DIGI INTERNATIONAL
DIGIARTY SOFTWARE
DIGIBOARD
DIGICARD SVCS ID PRODUCT SOLUTIONS
DIGICERT INC
DIGICON
DIGI-DATA CORPORATION - COLORADO
DIGIDESIGN
LAIRD TECHNOLOGIES
Laiya Consulting
LAKES ENVIRONMENTAL CONSULTANTS INC
LAKES ENVIRONMENTAL SOFTWARE
LAKESIDE SOFTWARE
LAKESIDE SOFTWARE INC
LALKONS
LAMBDA LABS INC
LAMBDA RESEARCH
LAMICALL
LAMINAR RESEARCH
LAMINEX
Lamprey LLC
LAN CABLES DIRECT
LAN POWER
LANCAST NETWORKS
LANCHER
LANCOPE INC
Land Seismic Noise Specialists
LandAirSea Systems
LANDESK
LANDGUARD SOLAR EQUIPMENT SOLUTIONS
LANDING ZONE
LANDIS COMPUTERS
LANDLORDMAX
LANDMARK GRAPHICS CORPORATION
LANDMARK METALS
LANERGY SOLUTIONS
RUNNUR
RUNSCOPE INC
RUNTIME SOFTWARE
RUNTIME TECHNOLOGIES LLC
RUSHFORTH PROJECTS
RUSS BASSETT
RUSSOUND
RUSTED DREAMS
RUSTEMSOFT
RUSTICI SOFTWARE LLC
RUTHERFORD CONTROLS INT'L CORP.
RUWIDO
RVS Systems
RYACO
RYBOZEN
Rycote Microphone Windshields Ltd
RYOBI AMERICA
RYOBI SYSTEMS SOLUTIONS
S & M COMMUNICATIONS LLC
S N J Solutions
S.C. EVERCODER SOFTWARE SRL
S.I. TECH
S.P. RICHARDS
S2 SOLUTIONS
S3 BROWSER
S4I SYSTEMS INC
SA International
SÂ² Solutions
ZSA TECHNOLOGY LABS INC
ZSCALER INC
Z-SPACE TECHNOLOGIES INC
zSpace, Inc.
ZSXP
ZTE CORPORATION
ZTHY TECH INC
ZTOTOPCASES
ZUGU CASE
ZUKEN USA INC (AMERICAN HQ)
ZUMASYS
ZURAGON TECHNOLOGIES LTD
ZUTUBI
ZUZO
ZVETCO BIOMETRICS, LLC
ZY COMPUTING
ZYLAB
ZYLO INC
ZYLOX
Zymbit Inc
ZYME SOLUTIONS INC
ZYMEWIRE
ZYNAMICS
ZYNAPTIQ
ZYXEL
ZyXEL Communication Corp
ZZEE TOOLS CORPORATION
ZZZ PROJECTS INC

Appendix D - Dun and Bradstreet Report 2022

D&B Finance Analytics

Printed By: Cameo Peralta

Date Printed:04/26/2022

LIVE REPORT

INSIGHT ENTERPRISES, INC.

Tradestyle(s): INSIGHT

ACTIVE HEADQUARTERS

D-U-N-S Number: 87-638-3589
Phone: +1 (480) 333-3000

Address: 2701 E Insight Way, Moved From: 6820 S Harl Ave, Tempe, Az, Chandler, AZ, 85286, United States Of America
Web: www.insight.com
Endorsement: cxperalt@insight.com
Exclude from Portfolio Insight:

Summary

KEY DATA ELEMENTS (Formerly: SCORE BAR)

KDE Name	Current Status	Details
PAYDEX® ↑	78	3 days beyond terms
Delinquency Score ↑	79	Low to Moderate Risk of severe payment delinquency.
Failure Score ↓	44	Moderate Risk of severe financial stress.
D&B Viability Rating	1 2 A A	View More Details
Bankruptcy Found	N	
D&B Rating	5A3	5A indicates 50 million and over, Credit appraisal of 3 is fair

DETAILED TRADE RISK INSIGHT™

Days Beyond Terms
1 Days

3 Months
From Feb-22 to Apr-22

1

High Risk (120+) Low Risk (0)

Days Beyond Terms Past 3 months : 1

Low Risk:0 ; High Risk:120+

Dollar-weighted average of 36 payment experiences reported from 13 companies.

PAYDEX® TREND CHART

This Company Industry Benchmark

ALERTS

There are no alerts for this D-U-N-S Number.

OWNERSHIP

Subsidiaries	Branches	Total Members
34	15	250

This company is a Global Ultimate, Domestic Ultimate, Headquarters, Parent.

	Global Ultimate	Domestic Ultimate
Name	INSIGHT ENTERPRISES, INC.	INSIGHT ENTERPRISES, INC.
Country	UNITED STATES	UNITED STATES
D-U-N-S	87-638-3589	87-638-3589
Others	-	-

DELINQUENCY SCORE (Formerly Commercial Credit Score)

Company's Risk Level

LOW-MODERATE

Probability of delinquency over the next 12 months

2.69 %



Past 12 Months

Low Risk

High Risk

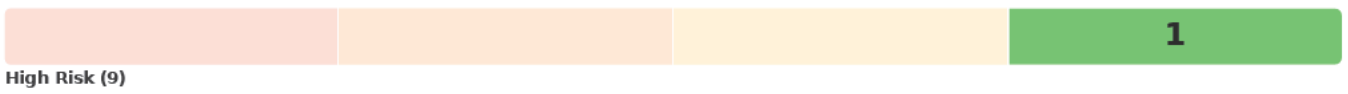
D&B PAYDEX - 3 MONTHS



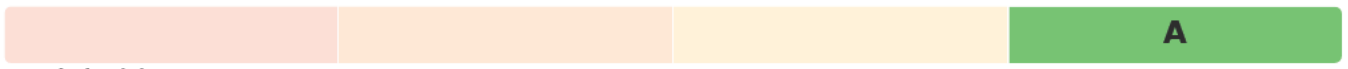
3 days beyond terms

VIABILITY RATING SUMMARY

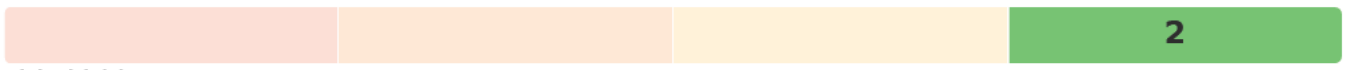
Viability Score



Data Depth Indicator



Portfolio Comparison



Financial Data	Available
Trade Payments	Available: 3+Trade
Company Size	Large: Employees:50+ or Sales: $500K+
Years in Business	Established

COMPANY PROFILE

D-U-N-S 87-638-3589	**Mailing Address** UNITED STATES	**Annual Sales** 9,436,113,000
Legal Form Corporation (US)	**Telephone** +1 (480) 333-3000	**Net Worth** 1,509,227,000
History Record Clear	**Website** www.insight.com	**Employees** 11,006
Date Incorporated 06/04/1991	**Present Control Succeeded** 1988	**Age (Year Started)** 34 Years (1988)
State of Incorporation DELAWARE		**Named Principal** Kenneth T Lamneck, PRES-CEO
Ownership		**Line of Business**

Public: NSIT(NGS)

Computer related services

SIC

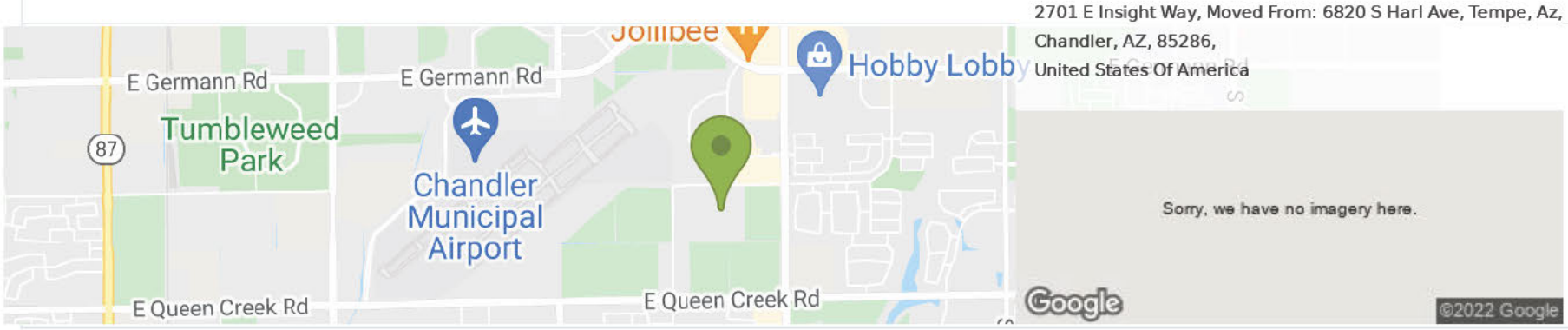
73790200

NAICS

541512

Street Address:

2701 E Insight Way, Moved From: 6820 S Harl Ave, Tempe, Az, Chandler, AZ, 85286,
United States Of America



STOCK PERFORMANCE

Symbol	Last Price	Change	% Change
NSIT	**98.82**	**-2.66 ↓**	**-2.62%**

History		Performance	
Daily High	101.28	Market Cap	3,465,855,062
Daily Low	98.81	P/E:	16.60
52-Week High	111.02	EPS:	5.95
52-Week Low	88.28	Div/Yield	5.95

WEB & SOCIAL POWERED BY FIRSTRAIN

- Royce & Associates LP Has $15.75 Million Holdings in Insight Enterprises, Inc. (NASDAQ:NSIT) MR Modern Readers 23-Apr-2022
- Insight Enterprises, Inc. to Report First Quarter 2022 Financial Results on May 5, 2022 Business Wire, Inc. 21-Apr-2022
- Auckland Council group-buy rattles Microsoft license market Reseller News 19-Apr-2022
- Insight appoints Sumana Nallapati as Chief Information Officer IT Business 18-Apr-2022
- Insight Enterprises, Inc. (NASDAQ:NSIT) Expected to Post Quarterly Sales of $2.41 Billion ETF Daily News 17-Apr-2022
- $2.41 Billion in Sales Expected for Insight Enterprises, Inc. (NASDAQ:NSIT) This Quarter Defenseworld.net 17-Apr-2022
- Insight Enterprises, Inc. (NASDAQ:NSIT) Expected to Post Earnings of $1.60 Per Share WKRB Financial News 15-Apr-2022
- Insight Wins VMware North America 2022 Partner Value Award Business Wire, Inc. 14-Apr-2022
- Zacks Investment Research Downgrades Insight Enterprises (NASDAQ:NSIT) to Hold Defenseworld.net 14-Apr-2022
- Insight Enterprises, Inc. (NASDAQ:NSIT) Expected to Announce Earnings of $1.60 Per Share ETF Daily News 13-Apr-2022

Load More

NOTES

Add Note

No notes is available for this D-U-N-S Number.

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Small Business Risk Insight

ACCOUNT SUMMARIES

Total Current Balance

Total Past Due

Total Past Due Cycle 1

Total Past Due Cycle 2

Total Past Due Cycle 3

Total Past Due Cycle 4

Total Past Due Cycle 5

Total Charge Off Amount

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
No data found															

Risk Assessment

D&B RISK ASSESSMENT

OVERALL BUSINESS RISK

HIGH	MODERATE-HIGH	MODERATE	LOW-MODERATE	LOW

Dun & Bradstreet thinks...

- Overall assessment of this organization over the next 12 months: **STABLE CONDITION**
- Based on the predicted risk of business discontinuation: **LIKELIHOOD-OF-CONTINUED-OPERATIONS**
- Based on the predicted risk of severely delinquent payments: **LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

MAXIMUM CREDIT RECOMMENDATION

US$ 5,300,000

The recommended limit is based on a moderately low probability of severe delinquency.

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score
Compared to All US Businesses within the D&B Database:

- Level of Risk:**Low Risk**
- Businesses ranked **1** have a probability of becoming no longer viable: **0.2 %**
- Percentage of businesses ranked **1: 0.3 %**
- Across all US businesses, the average probability of becoming no longer viable:**14 %**

Portfolio Comparison
Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment :**Available Financial Data**
- Level of Risk:**Low Risk**
- Businesses ranked **2** within this model segment have a probability of becoming no longer viable: **0.2 %**
- Percentage of businesses ranked **2** with this model segment: **14 %**
- Within this model segment, the average probability of becoming no longer viable:**0.6 %**

Data Depth Indicator

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Comprehensive Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

Company Profile:

Company Profile Details:

- Financial Data: **True**
- Trade Payments: **Available: 3+Trade**
- Company Size: **Large: Employees:50+ or Sales: $500K+**
- Years in Business: **Established: 5+**

A

Financial Data	Trade Payments	Company Size	Years in Business
True	Available: 3+Trade	Large	Established

FAILURE SCORE FORMERLY FINANCIAL STRESS SCORE



- Low proportion of satisfactory payment experiences to total payment experiences
- High proportion of slow payment experiences to total number of payment experiences
- UCC Filings reported
- High number of enquiries to D&B over last 12 months
- Evidence of open judgments

Level of Risk	Raw Score	Probability of Failure	Average Probability of Failure for Businesses in D&B Database	Class
Moderate	**1471**	**0.27 %**	**0.48**	**3**

Business and Industry Trends



BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	44
Region:(MOUNTAIN)	33
Industry:BUSINESS, LEGAL AND ENGINEERING SERVICES	37
Employee range:(500-2300000)	53
Years in Business:(26+)	81

DELINQUENCY SCORE FORMERLY COMMERCIAL CREDIT SCORE



- Higher risk industry based on delinquency rates for this industry
- Proportion of slow payments in recent months
- Proportion of past due balances to total amount owing
- Evidence of open judgments

Level of Risk	Raw Score	Probability of Delinquency	Compared to Businesses in D&B Database	Class
Low-Moderate	**546**	**2.69 %**	**10.2 %**	**2**

Business and Industry Trends



BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	79
Region:(MOUNTAIN)	29

Norms	National %
Industry:BUSINESS, LEGAL AND ENGINEERING SERVICES	37
Employee range:(500-2768886)	76
Years in Business:(26+)	69

D&B PAYDEX

78

High Risk (1) Low Risk (100)

When weighted by amount, Payments to suppliers average 3 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 78
Equals 3 Days Beyond Terms

D&B 3 MONTH PAYDEX

78

High Risk (1) Low Risk (100)

Based on payments collected 3 months ago.
When weighted by amount, Payments to suppliers average 3 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 78
Equals 3 Days Beyond Terms

Business and Industry Trends

7379 - Computer related services

△ PAYDEX ⬚ Industry Lower Quartile ◔ Industry Median Quartile ✳ Industry Upper Quartile

Equals

D&B RATING

Current Rating as of 02/26/2019

Financial Strength
5A : USD 50,000,000 and over in Net Worth or Equity

Risk Indicator
3 : Moderate Risk

Previous Rating

Financial Strength
5A : US$ 50,000,000 and over in Net Worth or Equity

Risk Indicator
2 : Low Risk

History since 02/26/2010

Date Applied	D&B Rating
11/09/2018	5A2
08/15/2018	5A3
08/03/2018	5A2
05/07/2018	5A3
03/02/2018	5A2

Trade Payments

TRADE PAYMENTS SUMMARY (Based on 24 months of data)

Overall Payment Behaviour
3
Days Beyond Terms

Highest Now Owing:
US$ 30,000,000

% of Trade Within Terms
62%

Total Trade Experiences:
90
Largest High Credit:
US$ 30,000,000
Average High Credit:
US$ 701,116

Highest Past Due
US$ 1,000,000

Total Unfavorable Comments :
0
Largest High Credit:
US$ 0

Total Placed in Collections:
0
Largest High Credit:
US$ 0

D&B PAYDEX

78

High Risk (1) Low Risk (100)

When weighted by amount, Payments to suppliers average 3 days beyond terms

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- Medium risk of late payment (Average 30 days or less beyond terms)
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D&B 3 MONTH PAYDEX

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Equals 3 Days Beyond Terms

Industry Median 78
Equals 3 Days Beyond Terms

BUSINESS AND INDUSTRY TRENDS

Based on 24 months of data

7379 - Computer related services

△ PAYDEX ⬚ Industry Lower Quartile ◔ Industry Median Quartile ✳ Industry Upper Quartile

	5/20	6/20	7/20	8/20	9/20	10/20	11/20	12/20	1/21	2/21	3/21	4/21	5/21	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	Current 2022
This Business	77	76	77	77	77	78	77	77	78	78	78	78	78	78	78	78	78	78	78	77	77	78	78	78
Industry Quartile																								
Upper	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-
Median	-	78	-	-	79	-	-	78	-	-	78	-	-	78	-	-	78	-	-	78	-	-	78	-
Lower	-	70	-	-	70	-	-	69	-	-	69	-	-	69	-	-	70	-	-	70	-	-	70	-

TRADE PAYMENTS BY CREDIT EXTENDED (Based on 12 months of data)

Range of Credit Extended (US$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	18	US$ 47,850,000	95
50,000 - 99,999	2	US$ 120,000	50
15,000 - 49,999	10	US$ 275,000	63
5,000 - 14,999	13	US$ 105,000	62
1,000 - 4,999	11	US$ 23,000	72
Less than 1,000	15	US$ 4,050	47

TRADE PAYMENTS BY INDUSTRY (BASED ON 24 MONTHS OF DATA)

Collapse All | Expand All

Industry Category	Number of Payment Experiences	Largest High Credit (US$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
27 - Printing, Publishing and Allied Industries	1	10,000	100	0	0	0	0
2711 - Newspaper-print/publ	1	10,000	100	0	0	0	0
35 - Industrial and Commercial Machinery and Computer Equipment	4	2,500	93	7	0	0	0
3579 - Mfg misc office eqpt	3	750	86	14	0	0	0
3585 - Mfg refrig/heat equip	1	2,500	100	0	0	0	0
36 - Electronic and other electrical equipment and components except computer equipment	2	10,000	50	0	0	0	50
3629 - Mfg elect indus equip	1	10,000	0	0	0	0	100
3674 - Mfg semiconductors	1	50	100	0	0	0	0
45 - Transportation by Air	1	100	0	0	0	0	100
4513 - Air courier service	1	100	0	0	0	0	100
47 - Transportation	2	1,000	17	0	33	17	33

Services							
4731 - Arrange cargo transpt	2	1,000	17	0	33	17	33
48 - Communications	7	40,000	59	0	0	41	0
4813 - Telephone communictns	7	40,000	59	0	0	41	0
50 - Wholesale Trade - Durable Goods	16	30,000,000	78	0	7	2	13
5045 - Whol computers/softwr	9	2,000,000	63	0	27	9	1
5065 - Whol electronic parts	5	30,000,000	99	1	0	0	0
5064 - Whol appliances	1	8,000,000	100	0	0	0	0
5063 - Whol electrical equip	1	30,000	50	0	0	0	50
51 - Wholesale Trade - Nondurable Goods	2	10,000	55	0	45	0	0
5113 - Whol service paper	2	10,000	55	0	45	0	0
60 - Depository Institutions	7	1,000,000	100	0	0	0	0
6021 - Natnl commercial bank	7	1,000,000	100	0	0	0	0
61 - Nondepository Credit Institutions	2	750,000	100	0	0	0	0
6153 - Short-trm busn credit	1	750,000	100	0	0	0	0
6159 - Misc business credit	1	20,000	100	0	0	0	0
73 - Business Services	10	1,000,000	26	19	0	0	39
7372 - Prepackaged software	5	250,000	7	61	1	0	31
7373 - Computer system desgn	1	1,000,000	50	50	0	0	0
7374 - Data processing svcs	1	100,000	0	0	0	0	100
7371 - Custom programming	1	100,000	100	0	0	0	0
7359 - Misc equipment rental	1	250	0	0	0	0	100
7389 - Misc business service	1	0	0	0	0	0	0
75 - Automotive Repair, Services and Parking	2	10,000	25	25	25	0	25
7514 - Passenger car rental	2	10,000	25	25	25	0	25
87 - Engineering Accounting Research Management and Related Services	2	50,000	25	0	0	25	0
8734 - Testing laboratory	1	50,000	50	0	0	50	0
8748 - Business consulting	1	0	0	0	0	0	0
91 - Executive Legislative and	2	5,000	100	0	0	0	0

General Government except Finance							
9111 - Executive office	2	5,000	100	0	0	0	0
93 - Public Finance Taxation and Monetary Policy	6	5,000	100	0	0	0	0
9311 - Public finance	6	5,000	100	0	0	0	0
96 - Administration of Economic Programs	1	100	100	0	0	0	0
9611 - Admin economic prgm	1	100	100	0	0	0	0
99 - Nonclassifiable Establishments	4	15,000	100	0	0	0	0
9999 - Nonclassified	4	15,000	100	0	0	0	0

TRADE LINES

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
04/22	Pays Promptly	N30	10,000	0	0	1
03/22	Pays Promptly	-	30,000,000	30,000,000	1,000,000	1
03/22	Pays Promptly	-	8,000,000	8,000,000	400,000	1
03/22	Pays Promptly	-	900,000	600,000	0	1
03/22	Pays Promptly	N30	100,000	35,000	0	1
03/22	Pays Promptly	-	100,000	0	0	Between 4 and 5 Months
03/22	Pays Promptly	-	20,000	7,500	100	1
03/22	Pays Promptly	-	15,000	0	0	Between 6 and 12 Months
03/22	Pays Promptly	-	15,000	0	0	Between 6 and 12 Months
03/22	Pays Promptly	-	7,500	7,500	0	1
03/22	Pays Promptly	-	1,000	0	0	Between 4 and 5 Months
03/22	Pays Promptly	-	750	750	0	1
03/22	Pays Promptly	-	250	0	0	Between 6 and 12 Months
03/22	Pays Promptly	N30	50	0	0	Between 4 and 5 Months
03/22	Pays Promptly	-	0	0	0	1
03/22	Pays Prompt to Slow 30+	-	600,000	0	0	1
03/22	Pays Prompt to Slow 30+	-	25,000	10,000	0	1
03/22	Pays Prompt to Slow 30+	-	50	0	0	1
03/22	Pays Prompt to Slow 60+		2,000,000	30,000	30,000	1
03/22	Pays Prompt to Slow 60+	-	10,000	10,000	0	1
03/22	Pays Prompt to Slow 60+	-	10,000	5,000	100	1
03/22	Pays Prompt to Slow 60+	-	500	500	100	1
03/22	Pays Prompt to Slow 90+	N30	700,000	400,000	400,000	Between 2 and 3 Months
03/22	Pays Prompt to Slow 90+	-	25,000	0	0	1
03/22	Pays Prompt to Slow 120+	-	70,000	35,000	30,000	1
03/22	Pays Prompt to Slow 120+	-	30,000	0	0	Between 6 and 12 Months
03/22	Pays Slow 30+	-	100,000	100,000	100,000	1
03/22	Pays Slow 60+	-	2,500	0	0	Between 6 and 12 Months
03/22	Pays Slow 120+	-	100,000	100,000	100,000	-
03/22	Pays Slow 30 120+		10,000	1,000	50	1
03/22	Pays Slow 120+	-	250	250	250	-

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
03/22	Pays Slow 120+	-	100	0	0	Between 6 and 12 Months
03/22	-	Cash account	250	0	0	1
03/22	-	Cash account	250	0	0	Between 6 and 12 Months
03/22	-	Cash account	100	0	0	Between 2 and 3 Months
03/22	-	Cash account	100	0	0	1
03/22	-	Cash account	50	0	0	Between 6 and 12 Months
03/22	-	Cash account	50	0	0	1
03/22	-	Cash account	50	0	0	1
03/22	-	Cash account	0	0	0	Between 6 and 12 Months
02/22	Pays Promptly	-	1,000,000	1,000,000	0	1
02/22	Pays Promptly	-	750,000	300,000	0	1
02/22	Pays Promptly	-	500,000	500,000	0	1
02/22	Pays Promptly	-	500,000	500,000	0	1
02/22	Pays Promptly	-	500,000	500,000	0	1
02/22	Pays Promptly	-	100	0	0	Between 6 and 12 Months
02/22	Pays Prompt to Slow 60+	-	40,000	0	0	Between 4 and 5 Months
02/22	Pays Prompt to Slow 90+	-	50,000	50,000	45,000	1
02/22	Pays Prompt to Slow 90+	-	500	0	0	Between 6 and 12 Months
01/22	Pays Promptly	-	5,000	0	0	1
01/22	Pays Promptly	-	2,500	0	0	1
01/22	Pays Slow 60-120+	-	1,000	0	0	Between 6 and 12 Months
12/21	Pays Promptly	-	100	0	0	Between 6 and 12 Months
12/21	-	Cash account	50	0	0	1
11/21	-	Cash account	50	0	0	Between 6 and 12 Months
10/21	-	Cash account	50	0	0	1
09/21	-	Cash account	50	0	0	Between 2 and 3 Months
09/21	-	Cash account	50	0	0	Between 2 and 3 Months
08/21	Pays Promptly	-	20,000	0	0	Between 6 and 12 Months
08/21	Pays Promptly	-	0	0	0	Between 4 and 5 Months
07/21	Pays Promptly	-	5,000	0	0	1
07/21	Pays Promptly	-	5,000	0	0	1
07/21	Pays Promptly	-	2,500	0	0	1
07/21	Pays Promptly	-	2,500	0	0	1
07/21	Pays Slow 60+	-	250	0	0	Between 6 and 12 Months
05/21	Pays Promptly	-	10,000	0	0	Between 2 and 3 Months
05/21	Pays Prompt to Slow 90+	-	40,000	0	0	Between 2 and 3 Months
05/21	Pays Prompt to Slow 90+	-	2,500	0	0	Between 2 and 3 Months
05/21	Pays Prompt to Slow 90+	-	1,000	0	0	Between 2 and 3 Months
05/21	Pays Slow 120+	-	10,000	0	0	Between 6 and 12 Months
05/21	-	Cash account	50	0	0	1
04/21	-	Cash account	50	0	0	1
02/21	Pays Slow 90+	-	100	100	100	-
12/20	Pays Promptly	-	7,500	0	0	Between 6 and 12 Months
12/20	Pays Prompt to Slow 30+	-	45,000	0	0	1
12/20	Pays Slow 30-120+	-	250,000	30,000	20,000	1
09/20	Pays Slow 60+	N30	10,000	0	0	Between 6 and 12 Months
07/20	Pays Promptly	-	2,500	2,500	0	1
05/20	Pays Prompt to Slow 30+	-	1,000,000	0	0	Between 2 and 3 Months
04/20	Pays Promptly	-	2,500	0	0	1

OTHER PAYMENT CATEGORIES

Other Payment Categories	Experience	Total Amount
Cash experiences	18	US$ 1,350
Payment record unknown	1	US$ 1,000
Unfavorable comments	0	US$ 0
Placed for collections	0	US$ 0
Total in D&B's file	90	US$ 48,379,400

Corporate Linkage

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SUBSIDIARIES (DOMESTIC)

Company	City , State	D-U-N-S® NUMBER
ENSYNCH, INCORPORATED	TEMPE , Arizona	05-165-4379
INSIGHT NORTH AMERICA, INC.	TEMPE , Arizona	09-473-3862
SOFTWARE SPECTRUM, INC.	PLANO , Texas	10-259-5865
INSIGHT DIRECT USA, INC.	CHANDLER , Arizona	15-755-2118
PCM, INC.	EL SEGUNDO , California	18-108-7842
INSIGHT TECHNOLOGY SOLUTIONS, LLC	BOWIE , Maryland	05-231-1607
BLUEMETAL ARCHITECTS, INC.	WATERTOWN , Massachusetts	96-586-9675
INSIGHT RECEIVABLES, LLC	BLOOMINGDALE , Illinois	07-849-4005
INSIGHT DIRECT USA, INC.	HANOVER PARK , Illinois	08-113-2421
CALENCE, LLC	TEMPE , Arizona	07-095-9459
INSIGHT DIRECT WORLDWIDE, INC.	TEMPE , Arizona	07-869-3931
INSIGHT GLOBAL FINANCE, INC.	TEMPE , Arizona	82-869-3478
DATALINK HOLDING LLC	TEMPE , Arizona	11-726-0326
DATALINK NEVADA LLC	TEMPE , Arizona	11-726-0329
INSIGHT STADIUM SERVICES, LLC	TEMPE , Arizona	11-727-3767
CALENCE PHYSICAL SECURITY SOLUTIONS, LLC	TEMPE , Arizona	11-726-9176
INSIGHT CONSULTING SERVICES, LLC	MEDFORD , New Jersey	04-749-3391
MV SUB, INC.	TEMPE , Arizona	11-731-3941
CARDINAL SOLUTIONS GROUP-FLORIDA, LLC	TEMPE , Arizona	11-732-0088
CARDINAL SOLUTIONS GROUP-TENNESSEE, LLC	TEMPE , Arizona	11-732-0091
CARDINAL SOLUTIONS GROUP-GEORGIA, LLC	TEMPE , Arizona	11-732-0090
STI ACQUISITION	TEMPE , Arizona	11-731-6884
INSIGHT RECEIVABLES HOLDING, LLC	ADDISON , Illinois	11-739-3170

EN POINTE TECHNOLOGY SALES, LLC	TEMPE , Arizona	11-821-8102
INSIGHT DIRECT PHILIPPINES, LLC	TEMPE , Arizona	11-837-7108

This list is limited to the first 25 subsidiaries.

SUBSIDIARIES (INTERNATIONAL)

Company	City , Country or Region	D-U-N-S® NUMBER
INSIGHT ENTERPRISES UK LIMITED	SHEFFIELD , UNITED KINGDOM	22-049-5803
Insight Holding (Deutschland) GmbH	Garching b. München , GERMANY	32-983-1940
SSI (BRITAIN) LIMITED.	SHEFFIELD , UNITED KINGDOM	37-894-5612
Insight Technology Solutions AG	WALLISELLEN , SWITZERLAND	48-091-3982
INSIGHT TECHNOLOGY SOLUTIONS SAS	VELIZY VILLACOUBLAY , FRANCE	77-614-7852

BRANCHES (DOMESTIC)

Company	City , State	D-U-N-S® NUMBER
INSIGHT ENTERPRISES, INC.	ADDISON , Illinois	80-674-6983
INSIGHT ENTERPRISES, INC.	EASTON , Connecticut	79-766-8824
INSIGHT ENTERPRISES, INC.	ARVADA , Colorado	80-130-8235
INSIGHT ENTERPRISES, INC.	NEW YORK , New York	86-106-4413
INSIGHT ENTERPRISES, INC.	TEMPE , Arizona	07-869-2460
INSIGHT ENTERPRISES, INC.	EDINA , Minnesota	03-670-7575
INSIGHT ENTERPRISES, INC.	COLUMBUS , Ohio	11-655-7789
INSIGHT ENTERPRISES, INC.	EDEN PRAIRIE , Minnesota	11-676-1884
INSIGHT ENTERPRISES, INC.	BAYTOWN , Texas	06-403-5147
INSIGHT ENTERPRISES, INC.	WELLINGTON , Florida	03-451-6918
INSIGHT ENTERPRISES, INC.	MCALLEN , Texas	07-498-1005
INSIGHT ENTERPRISES, INC.	VERNON , Connecticut	01-534-3486
INSIGHT ENTERPRISES, INC.	RALEIGH , North Carolina	11-717-4661
INSIGHT ENTERPRISES, INC.	TAMPA , Florida	11-850-8206
INSIGHT ENTERPRISES, INC.	LEWIS CENTER , Ohio	11-777-4946

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Legal Events

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Bankruptcies	Judgements	Liens	Suits	UCCs
No	1	0	0	60

	Latest Filing: 12/18/2019	Latest Filing: -	Latest Filing: -	Latest Filing: 04/28/2020

EVENTS

Judgement - Court Judgement

Filing Date	12/18/2019
Filing Number	201911700048CE
Status	Unsatisfied
Date Status Attained	12/18/2019
Received Date	04/24/2020
Award	US$ 12,000
Debtors	INSIGHT ENTERPRISES, INC
Creditors	CITY OF PHILADELPHIA, PHILADELPHIA, PA
Court	PHILADELPHIA MUNICIPAL COURT, PHILADELPHIA, PA

UCC Filing - Continuation

Filing Date	04/28/2020
Filing Number	1156399501214
Received Date	05/04/2020
Original Filing Date	07/10/2015
Original Filing Number	832869600786
Secured Party	KEY EQUIPMENT FINANCE, A DIVISION OF KEYBANK NA, SUPERIOR, CO
Debtors	DATALINK CORPORATION, EDEN PRAIRIE, MN
Filing Office	SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

UCC Filing - Original

Filing Date	08/30/2019
Filing Number	2019 6053479
Received Date	09/27/2019
Collateral	All Assets and proceeds
Secured Party	JPMORGAN CHASE BANK, N. A., AS ADMINISTRATIVE AGENT, CHICAGO, IL
Debtors	INSIGHT ENTERPRISES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	05/02/2019
Filing Number	2019 3062739
Received Date	06/04/2019
Collateral	Leased Computer equipment and proceeds
Secured Party	DELL FINANCIAL SERVICES L.L.C., ROUND ROCK, TX
Debtors	INSIGHT ENTERPRISES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	03/12/2019
Filing Number	1074128301790
Received Date	03/18/2019
Original Filing Date	06/05/2014
Original Filing Number	201436858067
Secured Party	INSIGHT INVESTMENTS, LLC, COSTA MESA, CA
Secured Party	MB FINANCIAL BANK NA, ROSEMONT, IL
Secured Party	US BANK EQUIPMENT FINANCE A DIVISION OF US BANK NATIONAL ASSOCIATION, MARSHALL, MN
Secured Party	US BANK EQUIPMENT FINANCE A DIVISION OF US BANK NATIONAL ASSOCIATION, MARSHALL, MN
Secured Party	WELLS FARGO EQUIPMENT FINANCE INC, MINNEAPOLIS, MN
Debtors	DATALINK CORPORATION, EDEN PRAIRIE, MN
Filing Office	SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

UCC Filing - Continuation

Filing Date	08/10/2017
Filing Number	2017 5301145
Received Date	09/21/2017
Original Filing Date	01/22/2013
Original Filing Number	2013 0262627
Secured Party	BANK ONE, NA, AS AGENT, CHICAGO, IL
Debtors	INSIGHT ENTERPRISES, INC., TEMPE, AZ
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	11/21/2016
Filing Number	20167206244
Received Date	01/19/2017
Original Filing Date	04/30/2012
Original Filing Number	2012 1663311
Secured Party	WELLS FARGO CAPITAL FINANCE, LLC, AS COLLATERAL AGENT, ENGLEWOOD, CO
Debtors	INSIGHT ENTERPRISES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	06/08/2016
Filing Number	200614290252
Received Date	07/14/2016
Original Filing Date	07/06/2006
Original Filing Number	200614290252
Secured Party	HEWLETT-PACKARD COMPANY, PALO ALTO, CA

Debtors	INSIGHT CANADA, INC., TEMPE, AZ
Filing Office	SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ

UCC Filing - Original

Filing Date	01/22/2013
Filing Number	2013 0262627
Received Date	02/14/2013
Collateral	Assets including proceeds and products
Secured Party	BANK ONE, NA, AS AGENT, CHICAGO, IL
Debtors	INSIGHT ENTERPRISES, INC., TEMPE, AZ
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	04/30/2012
Filing Number	2012 1663311
Received Date	05/24/2012
Collateral	All Assets including proceeds and products
Secured Party	WELLS FARGO CAPITAL FINANCE, LLC, AS COLLATERAL AGENT, ENGLEWOOD, CO
Debtors	INSIGHT ENTERPRISES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	01/25/2011
Filing Number	200614290252
Received Date	02/08/2011
Original Filing Date	07/06/2006
Original Filing Number	200614290252
Secured Party	HEWLETT-PACKARD COMPANY, PALO ALTO, CA
Debtors	INSIGHT CANADA, INC., TEMPE, AZ
Filing Office	SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ

UCC Filing - Amendment

Filing Date	10/02/2008
Filing Number	200614290252
Received Date	11/10/2008
Collateral	Inventory including proceeds and products - Account(s) including proceeds and products - Chattel paper including proceeds and products - General intangibles(s) including proceeds and products - and OTHERS
Original Filing Date	07/06/2006
Original Filing Number	200614290252
Secured Party	HEWLETT-PACKARD COMPANY, PALO ALTO, CA
Debtors	INSIGHT CANADA, INC.
Filing Office	SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ

UCC Filing - Original

Filing Date	06/02/2006
Filing Number	011021891
Received Date	06/21/2006
Collateral	Account(s) and proceeds - Computer equipment and proceeds - Business machinery/equipment and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds
Secured Party	BAL GLOBAL FINANCE, LLC, TROY, MI
Secured Party	BANC OF AMERICA LEASING & CAPITAL, LLC, TROY, MI
Debtors	INSIGHT DIRECT USA, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL

UCC Filing - Original

Filing Date	06/01/2006
Filing Number	011016448
Received Date	06/21/2006
Collateral	Leased Unspecified
Secured Party	BAL GLOBAL FINANCE, LLC, TROY, MI
Secured Party	BANC OF AMERICA LEASING & CAPITAL, LLC, TROY, MI
Debtors	INSIGHT DIRECT USA, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL

UCC Filing - Original

Filing Date	01/10/2006
Filing Number	200614038234
Received Date	02/14/2006
Collateral	AGREEMENTS
Secured Party	WELLS FARGO FINANCIAL LEASING, INC., NEWPORT BEACH, CA
Debtors	INSIGHT DIRECT USA, INC.
Filing Office	SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ

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There may be additional suits, liens, or judgments in D&B's file on this company available in the U.S. Public Records Database, also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

Special Events

SPECIAL EVENTS

Date	Event Description
04/11/2022	**OFFICER CHANGE: According to published reports, Insight Enterprises announced the appointment of Sumana Nallapati as chief information officer replacing Jeff Shumway.**
04/05/2022	**Business address has changed from 6820 S Harl Ave, Tempe, AZ, 85283 to 2701 E Insight Way, Chandler, AZ, 85286.**

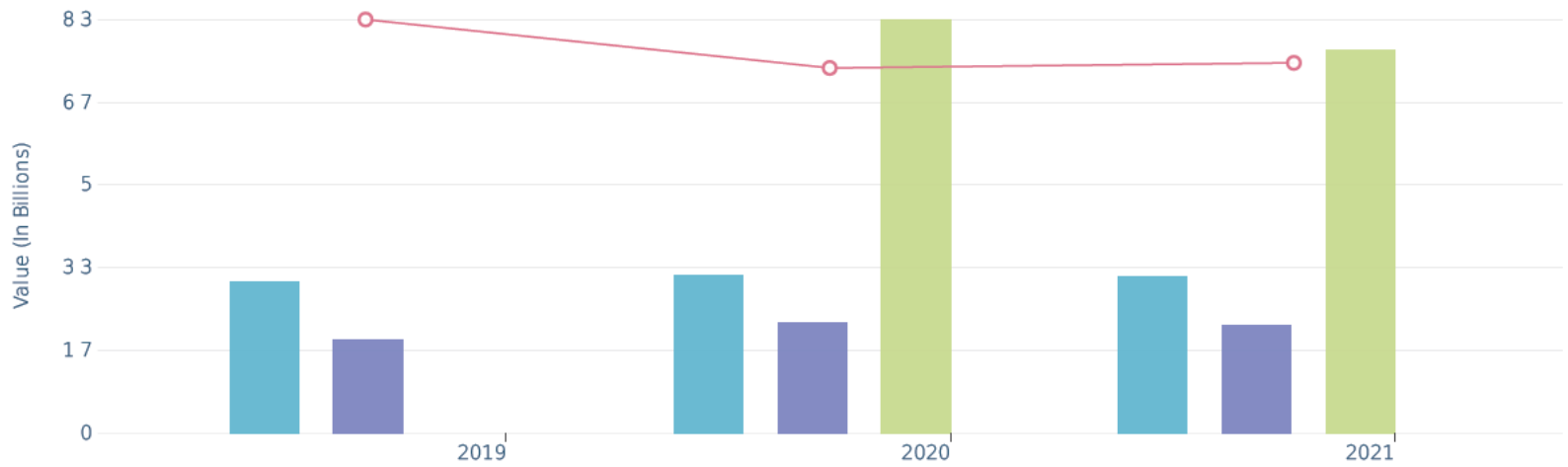
Date	Event Description
02/21/2022	BOARD OF DIRECTORS UPDATE: According to published reports, Insight Enterprises, Inc. announced that it has named Alexander L. Baum as an independent director to its board.
02/10/2022	EARNINGS UPDATE: According to published reports, comparative operating results for the 12 months ended December 31, 2021: Sales of $9,436,113,000, Net Income of $219,345,000; compared to Sales of $8,340,579,000, Net Income of $172,640,000 for the comparable period in the prior year.
11/13/2021	EARNINGS UPDATE: According to published reports, comparative operating results for the 9 months ended September 30, 2021: Sales of $6,870,090,000, Net Income of $157,212,000; compared to Sales of $6,049,264,000, Net Income of $119,252,000 for the comparable period in the prior year.

Financials - D&B

Financials

Source: D&B | Currency: All figures shown in USD unless otherwise stated

FINANCIAL STATEMENT COMPARISON



	Interim Consolidated 03/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019	Last 3 years
Current Assets	3,153,693,000	3,176,450,000	3,048,032,000	
Current Liabilities	2,175,072,000	2,227,464,000	1,883,528,000	
Tangible Net Worth	1,383,166,000	1,342,429,000	1,160,318,000	
Sales	-	8,340,579,000	7,731,190,000	
Net Income	-	172,640,000	159,407,000	
Current Ratio	1.45	1.43	1.62	
Working Capital	978,621,000	948,986,000	1,164,504,000	
Other Assets	1,100,914,000	1,134,282,000	1,130,147,000	
Long Term Liabilities	696,369,000	740,839,000	1,134,333,000	

STATEMENT INFORMATION

Source Information	Statement obtained in outside quarters. Statement obtained from Securities and Exchange Commission. Prepared from statement(s) by Accountant: KPMG LLP, Phoenix, Arizona.
Statement Explanation	Explanations: The net worth of this company includes intangibles.

Financials

Source: D&B | Currency: All figures shown in USD unless otherwise stated

BALANCE SHEET

Balance Sheet

Assets

Current Assets	Fiscal 12/31/2021	Fiscal 12/31/2020	Last 2 years
Accounts Receivable	USD 2,936,732,000	USD 2,583,716,000	
Cash	USD 103,840,000	USD 138,753,000	
Other Current Assets	USD 199,638,000	USD 177,927,000	
Inventory	USD 328,101,000	USD 253,297,000	
Total Current Assets	USD 3,568,311,000		

Long Term Assets	Fiscal 12/31/2021	Fiscal 12/31/2020	Last 2 years
Intangible Assets-Net	USD 214,788,000	USD 239,833,000	
Property, Plant, Fixtures & Equipment	USD 176,263,000	USD 148,531,000	
Goodwill	USD 428,346,000	USD 429,757,000	
Other long term assets	USD 301,372,000	USD 282,793,000	
Total Assets	USD 4,689,080,000		

Liabilities

Total Current Liabilities	Fiscal 12/31/2021	Fiscal 12/31/2020	Last 2 years
Accounts Payable-Inventory Fin	USD 311,878,000	-	
Accruals	USD 423,489,000	USD 404,995,000	
Current Portion Of Long Term Debt	USD 36,000	USD 830,000	
Accounts Payable	USD 1,779,854,000	USD 1,460,172,000	
Total Current Liabilities	USD 2,515,257,000		

Long Term Liabilities	Fiscal 12/31/2021	Fiscal 12/31/2020	Last 2 years
ACCUM OTHER COMPREHENSIVE LOSS	(USD 27,094,000)	(USD 15,535,000)	
Other Long Term Liabilities	USD 255,953,000	USD 246,005,000	
Preferred Stock	USD 349,000	-	
Long-Term Debt	USD 361,570,000	USD 416,401,000	
Retained Earnings	USD 1,167,690,000	USD 1,036,413,000	
Additional Paid In Capital / Capital Surplus	USD 368,282,000	USD 361,935,000	
Deferred Income Taxes	USD 47,073,000	USD 33,963,000	
Total Liabilities & Net Worth	USD 4,689,080,000		

PROFIT AND LOSS INFORMATION

Date	Description
12/31/2021	From JAN 01 2021 to DEC 31 2021 annual sales $9,436,113,000; cost of goods sold $7,988,556,000. Gross profit $1,447,557,000; operating expenses $1,115,496,000. Operating income $332,061,000; other income $1,012,000; other expenses $40,516,000; net income before taxes $292,557,000; Federal income tax $73,212,000; net income $219,345,000.
12/31/2020	From JAN 01 2021 to MAR 31 2021 sales $2,193,068,000; cost of goods sold $1,861,594,000. Gross profit $331,474,000; operating expenses $264,450,000. Operating income $67,024,000; other expenses $10,357,000; net income before taxes $56,667,000; Federal income tax $13,499,000. Net income $43,168,000.

Financial Ratios

Source: Edgar | Currency: All figures shown in USD unless otherwise stated

BALANCE SHEET

Solvency Ratios	Fiscal Consolidated 12/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019
Current Ratio	**1.42**	**1.43**	**1.62**
Quick Ratio	**1.21**	**1.26**	**1.39**
Current Liabilities to Net Worth (%)	**166.66**	**165.93**	**162.33**

Total Liabilities/Net Worth (%)	210.69	221.11	260.09
Current Liabilities to Inventory (%)	766.61	1,199.82	987
Fixed Assets to Net Worth (%)	11.68	10.88	11.28
Cash Ratio	0.04	0.06	0.06

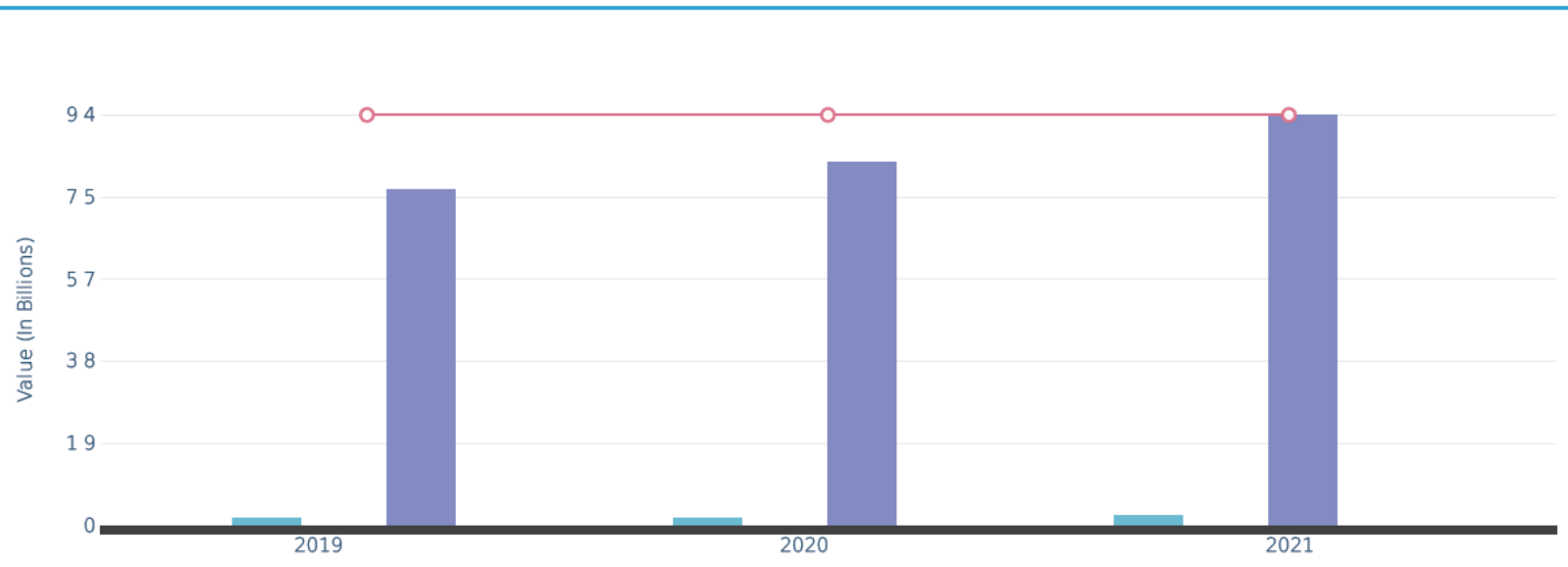
Efficiency Ratios	Fiscal Consolidated 12/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019
Accounts Payable to Sales Ratio	0.27	0.27	0.24
Sales to Working Capital Ratio	8.96	8.79	6.64
Sales To Inventory (%)	2,875.98	4,492.64	4,051.29
Assets/Sales	49.69	51.68	54.04
ROCE (%)	15.32	12.96	10.47

Profitability Ratios	Fiscal Consolidated 12/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019
Return On Net Worth (%)	14.53	12.86	13.74
Return on Assets (%)	4.68	4	3.82
Return on Sales (%)	3.53	3.24	3.11
Gross Profit Margin (%)	15.34	15.59	14.72
Operating Margin (%)	3.52	3.26	3.11
Pre-Tax Profit Margin (%)	3.1	2.74	2.74
Profit Margin (%)	2.32	2.07	2.06
Pre-Tax Return on Equity (%)	19.38	17.02	18.25
After Tax Return on Equity (%)	14.53	12.86	13.74
Operating Income to Interest Ratio	8.2	6.53	8.45

Leverage Ratios	Fiscal Consolidated 12/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019
EBITDA to EBIT Ratio	1.22	1.3	1.22
Debt to Income Ratio	14.5	17.19	18.93
Debt to Equity Ratio	2.11	2.21	2.6
Equity Ratio (%)	32.19	31.14	27.77
Interest Coverage Ratio	8.22	6.49	8.43
Interest Coverage to EBITDA Ratio	10.01	8.46	10.29

Income Statement

Source: Edgar | Currency: All figures shown in USD unless otherwise stated



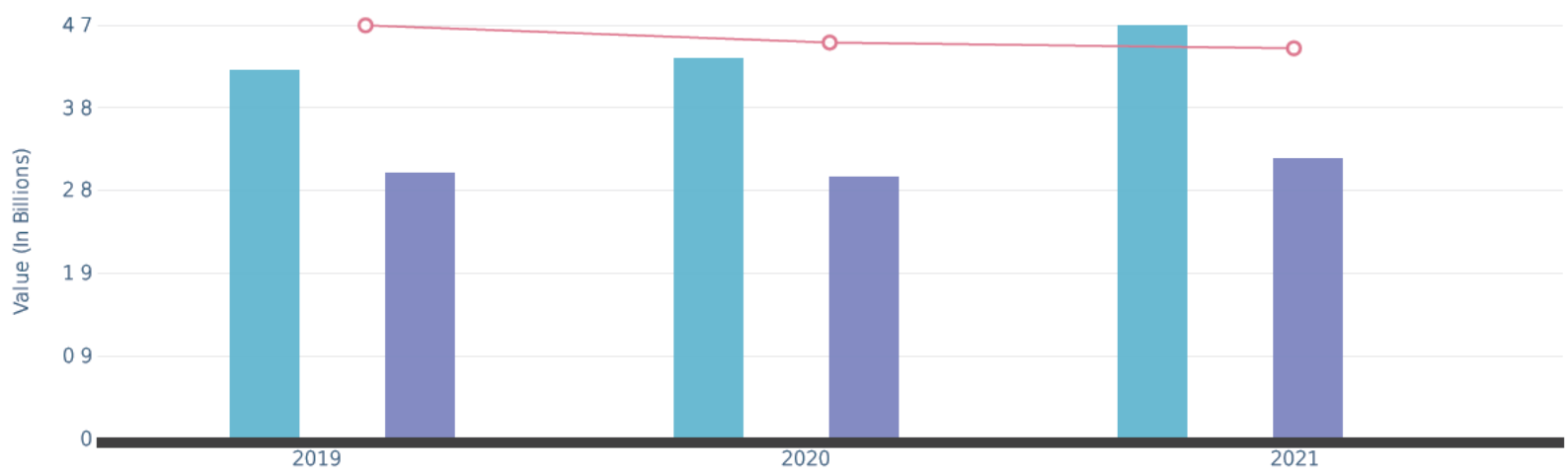
	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Last 3 years
Sales (Revenue)	9,436,113,000	8,340,579,000	7,731,190,000	
Cost of Revenue	7,988,556,000	7,040,637,000	6,593,092,000	
Gross Profit	1,447,557,000	1,299,942,000	1,138,098,000	
Sales and General Admin	1,117,130,000	1,013,765,000	880,737,000	
Research and Development Expense	-	-	-	-
Non-Recurring Expenses	(1,634,000)	14,602,000	16,767,000	
Other Operating Items	-	-	-	-

Operating Income	332,061,000	271,575,000	240,594,000	
Net Total Other Income and Expenses	1,012,000	(1,529,000)	(400,000)	
Earnings Before Interest and Taxes	333,073,000	270,046,000	240,194,000	
Interest Expense	40,516,000	41,594,000	28,478,000	
Earnings Before Tax	292,557,000	228,452,000	211,716,000	
Income Tax Expense	73,212,000	55,812,000	52,309,000	
Equity Earnings or Loss	-	-	-	-
Minority Interest Expense	-	-	-	-
Net Income from Continuing Operations	219,345,000	172,640,000	159,407,000	
Discontinued Operations	-	-	-	-
Effect of Accounting Changes	-	-	-	-
Extraordinary Items	-	-	-	-
Net Income	219,345,000	172,640,000	159,407,000	
Preferred Stocks & Other Adjustments	-	-	-	-
Net Income Applicable to Common Shares	219,345,000	172,640,000	159,407,000	

Balance Sheet

Source: Edgar | Currency: All figures shown in USD unless otherwise stated

FINANCIAL STATEMENT COMPARISON



Assets	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Trends
Cash and Cash Equivalents	103,840,000	128,313,000	114,668,000	
Short Term Investments	-	-	-	-
Net Trade Receivables	2,936,732,000	2,685,448,000	2,511,383,000	
Inventory	328,101,000	185,650,000	190,833,000	
Other Current Assets	199,638,000	177,039,000	231,148,000	
Total Current Assets	3,568,311,000	3,176,450,000	3,048,032,000	
Fixed Assets	176,263,000	146,016,000	130,907,000	
Long Term Investments	-	-	-	-
Deferred Long Term Asset Charges	-	-	-	-
Other Assets	301,372,000	311,983,000	305,507,000	
Goodwill	428,346,000	429,368,000	415,149,000	
Total Assets	4,689,080,000	4,310,732,000	4,178,179,000	
Accumulated Amortization	-	-	-	-
Intangible Assets	214,788,000	246,915,000	278,584,000	

Liabilites	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Trends
Accounts Payable	2,515,221,000	2,226,359,000	1,881,837,000	
Short Term and Current Long Term Debt	36,000	1,105,000	1,691,000	
Other Current Liabilities	-	-	-	-
Total Current Liabilities	2,515,257,000	2,227,464,000	1,883,528,000	
Long Term Debt	361,570,000	437,581,000	857,673,000	
Deferred Long Term Liability	47,073,000	33,209,000	44,633,000	

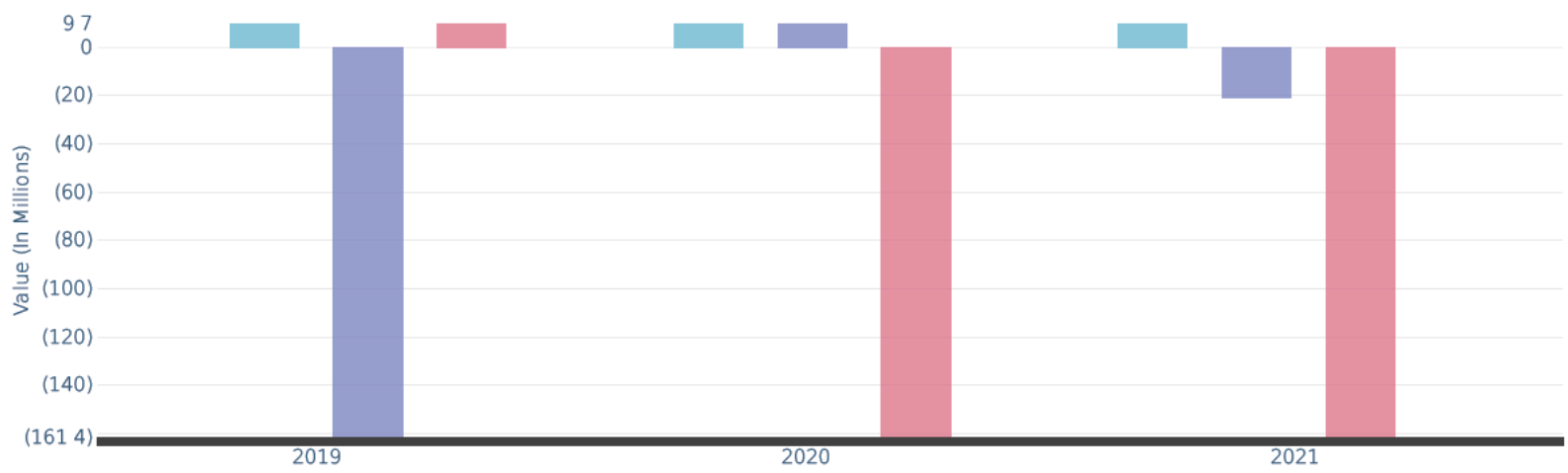
Charges				
Negative Goodwill	-	-	-	-
Minority Interest	-	-	-	-
Other Liabilities	255,953,000	270,049,000	232,027,000	
Misc Stocks, Options & Warrants	-	-	-	-
Total Liabilities	3,179,853,000	2,968,303,000	3,017,861,000	

Shareholder's Equity	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Trends
Preferred Stocks	0	0	0	-
Common Stocks	349,000	351,000	353,000	
Retained Earnings	1,167,690,000	993,245,000	841,097,000	
Treasury Stocks	-	-	-	-
Capital Surplus	368,282,000	364,288,000	357,032,000	
Other Equity	(27,094,000)	(15,455,000)	(38,164,000)	
Total Equity	1,509,227,000	1,342,429,000	1,160,318,000	

Cash Flow

Source: Edgar | Currency: All figures shown in USD unless otherwise stated

CASH FLOW



	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Last 3 years
Depreciation	72,296,000	81,777,000	52,861,000	
Net Income Adjustments	34,662,000	20,916,000	33,402,000	
Changes in Liabilities	293,458,000	204,452,000	118,978,000	
Changes in Accounts Receivables	289,009,000	132,599,000	118,971,000	
Changes in Inventories	148,941,000	(1,029,000)	(11,944,000)	
Changes in Other Operating Activities	18,100,000	(7,367,000)	129,745,000	
Net Cash Flows - Operating Activities	163,711,000	355,582,000	127,876,000	
Capital Expenditures	52,079,000	24,184,000	69,086,000	
Investments	-	-	-	-
Other Cash Flows from Investing Activities	31,005,000	33,890,000	(664,287,000)	
Net Cash Flows - Investing Activities	(21,074,000)	9,706,000	(733,373,000)	
Dividends Paid	-	-	-	-
Sale and Purchase of Stock	(50,000,000)	(25,000,000)	6,541,000	
Net Borrowings	(87,000,000)	(431,384,000)	697,221,000	
Other Cash Flows from Financing Activities	(10,030,000)	(8,661,000)	(9,396,000)	
Net Cash Flows - Financing Activities	(161,385,000)	(361,791,000)	577,587,000	
Effect of Exchange Rate	(5,857,000)	10,788,000	(86,000)	
Change in Cash and Cash Equivalents	(24,605,000)	14,285,000	(27,996,000)	

Company Profile

COMPANY OVERVIEW

D-U-N-S
87-638-3589

Legal Form
Corporation (US)

History Record
Clear

Date Incorporated
06/04/1991

Business Commenced On
1988

State of Incorporation
DELAWARE

Ownership
Public: NSIT(NGS)

Mailing Address
UNITED STATES

Telephone
+1 (480) 333-3000

Website
www.insight.com

Present Control Succeeded
1988

SIC
73790200

NAICS
541512

Annual Sales
US$ 9,436,113,000

Net Worth
US$ 1,509,227,000

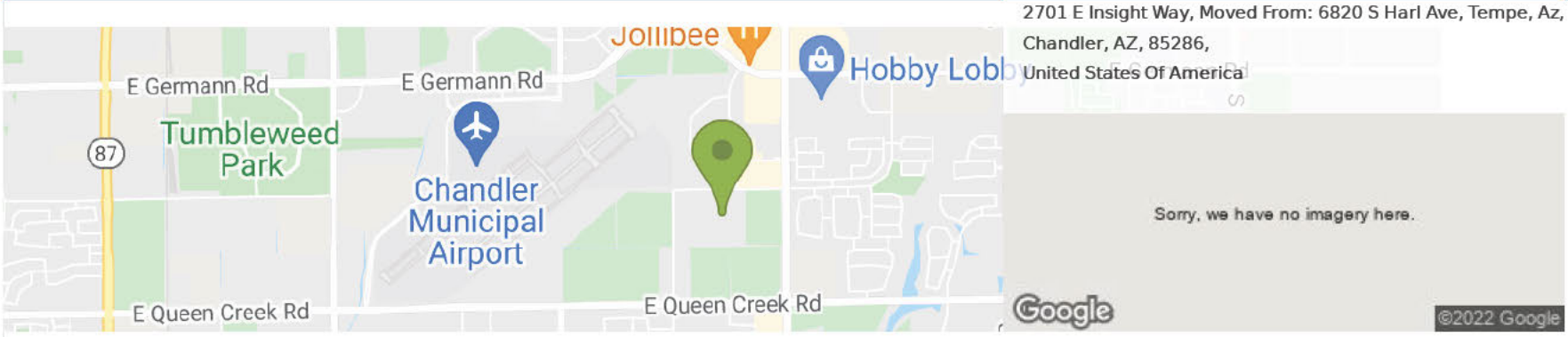
Employees
11,006

Age (Year Started)
34 Years(1988)

Named Principal
Kenneth T Lamneck, PRES-CEO

Line of Business
Computer related services

Street Address:
2701 E Insight Way, Moved From: 6820 S Harl Ave, Tempe, Az,
Chandler, AZ, 85286,
United States Of America



BUSINESS REGISTRATION

Corporate and business registrations reported by the secretary of state or other official source as of: 2012-04-21
This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name	INSIGHT ENTERPRISES, INC.
Corporation Type	Corporation (US)
State of Incorporation	DELAWARE
Date Incorporated	06/04/1991
Registration ID	2264818
Registration Status	STATUS NOT AVAILABLE
Filing Date	06/04/1991
Where Filed	SECRETARY OF STATE/CORPORATIONS DIVISION

Registered Agent

Name	CORPORATION SERVICE COMPANY
Address	2711 CENTERVILLE ROAD SUITE 400, WILMINGTON, DE, 198080000

PRINCIPALS

Officers

KENNETH T LAMNECK, PRES-CEO+
TIMOTHY A CROWN, NON EXEC CHB+
GLYNIS A BRYAN, CFO
RACHAEL BERTRANDT, CAO-GLOBAL CORP CONTRL
SAMUEL C COWLEY, SR V PRES-GENERAL COUNSEL-SEC
SUMANA NALLAPATI, CIO

Directors

DIRECTOR(S): The officers identified by (+) and Richard E Allen, Bruce W Armstrong, Linda M Breard, Catherine Courage, Anthony A Ibarguen, Kathleen S Pushor, Girish Rishi and Alexander L Baum.

COMPANY EVENTS

The following information was reported on: 04/11/2022

The Delaware Secretary of State's business registrations file showed that Insight Enterprises, Inc. was registered as a Corporation on June 4, 1991, under the file registration number 2264818.

Business started 1988.

The company (Insight) began operations in Arizona in 1988, incorporated in Delaware in 1991 and completed its initial public offering (IPO) in 1995. The company was formerly known as Insight Distribution Network, Inc.

The company's common stock is traded on The NASDAQ Global Select Market under the symbol "NSIT". As of February 12, 2021, there were 46 stockholders of record. As of March 15, 2021, those shareholders identified by the company as beneficially owning 5% or more of the outstanding shares were: BlackRock, Inc. (16.50%); FMR LLC (15.00%); The Vanguard Group (10.63%); and Dimensional Fund Advisors LP (7.30%). As of the same date, officers and directors as a group beneficially owns 1.94% of the outstanding shares.

RECENT EVENT.

On August 30, 2019, the company completed its acquisition of PCM, Inc. acquiring 100% of the issued and outstanding shares of PCM for a cash purchase price of $745,562,000, which included cash and cash equivalents acquired of $84,637,000 and the payment of PCM's outstanding debt.

KENNETH T LAMNECK. Director since 2010. He was appointed President and CEO of the company effective January 2010.

TIMOTHY A CROWN. Director since 1994. He assumed the position of Non-Executive Chair of the Board in November 2004. He is a co-founder of the company.

GLYNIS A BRYAN. She joined the company in December 2007 as the company's CFO.

JEFFERY SHUMWAY. He served as the company's Chief Information Officer (CIO). He joined the company September 2005 as a consulting information systems analyst. He held various positions of increasing responsibility at the company including Vice President of Application Development from August 2010 to September 2017 and Senior Vice President of Global IT Operations from October 2017 until May 2019, when he was promoted to Global CIO.

RACHAEL A BERTRANDT CRUMP. She joined Insight in December 2016 as Vice President of Finance, Controller - North America and was appointed Principal Accounting Officer (CAO) and Global Corporate Controller in September 2018. She is a CPA. Prior to joining Insight, she served as the Senior Director Controller, Global Accounting at Amkor Technology, Inc. from 2006 to 2016.

SAMUEL C COWLEY. He joined the company in June 2016 as Senior Vice President and General Counsel. Prior to joining Insight, he served as General Counsel and Vice President, Business Development of Prestige Brands Holdings, Inc. from February 2012 to June 2016. He previously served as Executive Vice President, Business Development and General Counsel of Matrixx Initiatives, Inc. and Executive Vice President and General Counsel of Swift Transportation Co., Inc.

RICHARD E ALLEN. Director since 2012. He served at J.D. Edwards & Company from 1985 to 2004, most recently as the Executive Vice President, Finance and Administration.

BRUCE W ARMSTRONG. Director since 2016. Since 2015, he has served as an Operating Partner at Khosla Ventures.

LINDA M BREARD. Director since 2018. She is a CPA. From February 2017 to July 2017, she served as the Executive Vice President and CFO of Kaiser Foundation Health Plan of Washington.

CATHERINE COURAGE. Director since 2016. Since October 2016, she has served as the Vice President of Experience for Ads and Commerce at Google.

ANTHONY A IBARGUEN. Director since 2008. He has served as CEO of Quench USA, Inc., since October 2010.

KATHLEEN S PUSHOR. Director since 2005. She has operated an independent consulting practice since June 2009.

GIRISH RISHI. Director since 2017. He is CEO of Blue Yonder.

ALEXANDER L BAUM. Antecedents are unknown.

SUMANA NALLAPATI. Antecedents are unknown.

ANNOUNCED BUSINESS MOVE: On November 1, 2019, the company completed the purchase of real estate in Chandler, Arizona for approximately $48,000,000 that it intends to use as its global corporate headquarters. The property contains a building and some infrastructure in place that the company expects will be ready for its use in 2022.

Business address has changed from 6820 S Harl Ave, Tempe, AZ, 85283 to 2701 E Insight Way, Chandler, AZ, 85286.

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: 04/11/2022

Business Information

Trade Names	INSIGHT
Description	The company provides information technology hardware, software, and services solutions. It provides solutions to gain insights to network enabled devices, and spots patterns and trends through mass analysis; custom applications to help clients create disruption; custom-developed mobile, cloud, and IoT applications; and custom-developed solutions to help clients review actionable insights within their data, including artificial intelligence for prediction, optimization, cognitive, and vision services. The company also offers various services, such as hybrid cloud, migration and consolidation, workload-platform alignment, converged/hyper converged solutions, and software-defined data center; data platform modernization services; integrated network and security solutions; and consulting, professional, managed, and support services. In addition, it sources, procures, stages, configures, integrates, tests, refurbishes, and redeploys IT products spanning endpoints to infrastructure; and offers software life cycle, and hardware warranty and software maintenance services. Further, the company provides desktop, notebook, tablet, and mobile devices coupled with cloud-based productivity solutions; workplace services, including virtual technical support, remote service desk and automated self-service solutions; and procures, stages, provides, manages, and disposes hardware assets. Additionally, it sells hardware and software products. Terms are cash and Net 30 days. Sells to commercial concerns. Territory : International.
Employees	11,006 which includes officer(s). Undetermined employed here.

Business Information	
Financing Status	Secured
Financial Condition	Fair
Seasonality	The company experience some seasonal trends in its sales of IT hardware, software and services. For example: software sales are typically higher in the company's second and fourth quarters, particularly the second quarter. Business clients, particularly larger enterprise businesses in the United States, tend to spend more in the company's fourth quarter and less in the first quarter; sales to the federal government in the United States are often stronger in the company's third quarter, while sales in the state and local government and education markets are stronger in the company's second quarter. Sales to public sector clients in the United Kingdom are often stronger in the company's first quarter. These trends create overall seasonality in its consolidated results such that sales and profitability are expected to be higher in the second and fourth quarters of the year.
Facilities	Occupies premises in a building.

Related Concerns

SIC/NAICS Information

Industry Code	Description	Percentage of Business
7379	Computer related services	-
73790200	Computer related consulting services	-
50650202	Electronic tubes: receiving and transmitting, or industrial	-
50650200	Communication equipment	-
50450100	Computer peripheral equipment	-

NAICS Codes	NAICS Description
541512	Computer Systems Design Services
423690	Other Electronic Parts and Equipment Merchant Wholesalers
423690	Other Electronic Parts and Equipment Merchant Wholesalers
423430	Computer and Computer Peripheral Equipment and Software Merchant Wholesalers

GOVERNMENT ACTIVITY

Activity Summary	
Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	No
Grantee	No
Party excluded from federal program(s)	No

Your Information

Record additional information about this company to supplement the D&B information.

> Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

In Folders: View

Account Number	Endorsement/Billing Reference *	Sales Representatives
	robert.yellowhair@insight.com	
Credit Limit	**Total Outstanding**	
0	0	

Last Login : 04/26/2022 07:07:01 AM

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OMNIA Partners, Public Sector Cooperative Purchasing Organization

Insight PUBLIC SECTOR

Appendix E - Marketing Collateral



Why Insight and OMNIA Partners?

At Insight Public Sector, we define, architect, implement and manage Insight Intelligent Technology Solutions™ that help your organization run smarter. Our strong supply chain optimization and workplace solutions combined with our data center transformation expertise and modernized applications keep business running, foster flexible work environments and put you at the forefront of innovation.

- Exclusive access to low pricing through the public sector contracts
- Experienced IT specialists ready to help
- Strong client relationships that support your entire IT lifecycle
- Customized solutions that drive efficiency and reduce costs
- Flexible, convenient ways to manage technology through leasing

How our OMNIA Partners contract helps your organization

As a contract holder in the OMNIA Partners (formerly U.S. Communities) portfolio, Insight is uniquely positioned to sell both technology products and IT services, including solutions from Apple, Cisco, Citrix, Commvalut, Dell EMC, Hewlett Packard Enterprise, HP Inc., Microsoft, Lenovo, NetApp, Panasonic, Symantec, Veritas and VMware.

By taking advantage of our competitively solicited contract for Technology Products, Services, Solutions, and Related Products and Services available through OMNIA Partners, you're assured our best available price on our full portfolio of products and solutions.

- Save time and money with no user fees or comparison shopping.
- Eliminate duplicated efforts by countless agencies.
- Leverage economies of scale with no minimum purchase requirements.

Official contract:

Technology Products, Services, Solutions, and Related Products and Services

Contract number:

4400006644

Start date:

May 1, 2016

Current end date:

April 30, 2023

Competitively solicited through Fairfax County, VA (Lead Public Agency)

Insight Public Sector: The perfect partner for government

Modern Work-place	Intelligent Edge	Modern Apps	Data and AI	Modern Infrastructure	Cybersecurity
Modern endpoint provisioning & management	Artificial intelligence	Align business with defined framework	AI-enhanced workflow management	Automation management	Carrier and connectivity services
Product Lifecycle services	Internet of Things (IoT)	Agile development cycle	Automate repetitive work	As a Service and Storage	Community wireless broadband
End user support	Insight Connected Platform	Optimize operations	Onboard data	Converged and Hyperconverged infrastructure (CI/HCI)	Digital architecture acceleration program
Adoption & employee experience	Computer vision		Reduce waste with real-time analytics	Hybrid Cloud	Software-defined data center
UCaaS & CCaaS				Platform migration and consolidation	Selling security toolkit

About OMNIA Partners

OMNIA Partners, Public Sector, is the nation's largest and most experienced cooperative purchasing organization dedicated to public sector procurement. Its immense purchasing power and world-class suppliers have produced a comprehensive portfolio of cooperative contracts and partnerships, making OMNIA Partners the most valued and trusted resource for organizations nationwide.

Through the economies of scale created by OMNIA Partners, participants now have access to an extensive portfolio of competitively solicited and publicly awarded agreements. The lead agency contracting process continues to be the foundation on which the organization is founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education and K–12 education organizations, as well as nonprofits.

For more information, visit omniapartners.com/publicsector.

About Insight Public Sector

Insight Public Sector is proud to have served public entities for more than 20 years. We offer hardware and software from the world's leading manufacturers and publishers, in addition to advanced IT services and solutions.

Our mission is simple: to assist state, local and federal government agencies, educational institutions, public safety entities and nonprofit organizations in leveraging technology to cost-effectively deliver on their mission to the public.

To learn more ways Insight can help you deliver on your mission to the public, contact us at 800.546.0578 or omnia@insight.com. You can also visit IPS.insight.com/omnia.

Insight. PUBLIC SECTOR | Cloud + Data Center Transformation



Case Study

U.S. County Brings Free Public Wi-Fi to More Than 30,000+ Rural, Low-Income Students and Workers

The client

A county government in a Southern U.S. state was facing extreme pressure to complete a Wi–Fi project by Dec. 31, 2020 (the deadline for CARES Act Funds spending). The county shortened the procurement cycle by avoiding a full RFP, and instead, they leveraged Insight Public Sector's existing OMNIA Partners contract — saving an estimated four weeks of time.

The challenge: Narrowing the digital divide at a critical time

As the COVID-19 pandemic has swept through the country, various regions and demographics have been hit harder than others. The county had received critical funding as a part of federal government aid and needed to apply these funds strategically to navigate its most pressing challenges.

Each city within the county had claimed its portion of the federal aid to support its citizens; however, residents located outside of city limits had a different set of challenges. Unlike city dwellers, the county's rural population lacked internet access and is generally living on the less privileged side of the so-called digital divide.

As a result of the pandemic and social distancing guidelines, the county needed to embrace both remote work and distance education. But without proper internet access at home, launching these initiatives proved to be a daunting challenge.

Industry:

Government

Insight provided:

- Multilayered network design
- Planning and deployment of a reliable wireless network
- Electrical remediation services and tower construction
- Ongoing network monitoring and maintenance
- Professional services

Three layer network approach:

1. Fiber and wireless pointto-point (PTP) equipment connects base stations
2. Wireless Point-to-MultiPoint (PTMP) extends connectivity to the street level.
3. Wi-Fi mesh nodes with rooftop mesh access points (RAPs) and mesh access points (MAPs) extend to the client level.

The solution: A multiphased approach and multilayered network with ongoing expert support

The county requested Insight propose a solution for strategy, design and deployment of a free public internet access Wi-Fi network across several precincts. The Insight Cloud + Data Center Transformation (CDCT) team, in collaboration with SmartWAVE, was selected to help the county with this large-scale and time-sensitive project.

As of August 2020, the Insight services team is in the process of multiphased project delivery planned to occur over a couple of months. This includes planning, design, electrical remediation, and tower construction and installation. Each phase addresses the core and access network and wireless network, including radio frequency (RF) analysis and field site surveying. The new multivendor network is comprised of Cisco, Palo Alto Networks and Ruckus® wireless mesh.

Our team is also providing the county with three years of ongoing support services to respond to issues as they arise and maintain the network for peak performance. This includes monitoring, data analytics, optimization, software updates and engineering support.

The result: Broad, free internet access to support education and remote work

Through working with Insight and SmartWAVE, the county can provide free public Wi-Fi internet access to more than 30,000 students and teleworkers. The network design has built-in safety and compliance features to ensure user and business data and privacy are protected.

Our three-layer network design leveraged as much existing infrastructure as possible — water tanks, light and telephone poles — to expedite services delivery and control costs. Insight's engineering services will help the county continue to deliver reliable, secure internet access to residents in need for years to come.

About Insight Public Sector

At Insight Public Sector, we help organizations of all sizes navigate complex challenges through our four key solution areas: Digital Innovation, Cloud + Data Center Transformation, Connected Workforce and Supply Chain Optimization. With deep expertise and end-to-end capabilities, we'll help you manage today's priorities and prepare for tomorrow's needs.

About OMNIA Partners

OMNIA Partners is a leading group purchasing organization (GPO) in procurement and supply chain management. Comprised of four subsidiaries: Corporate United, Prime Advantage, National IPA and U.S. Communities, OMNIA Partners serves over 35 industries in both the private and public sector.

Benefits:

Free public Wi-Fi access to
30,000+
students and remote workers



Secure, wireless network design

Cost-effective solution leveraging existing infrastructure

Eliminates aspects of the growing digital divide at an important time

Well-maintained and optimized network through an expert support team



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Insight. PUBLIC SECTOR | Cloud + Data Center Transformation

OMNIA PARTNERS

IPS.insight.com

BID SUBMITTAL FORM

SUBMIT BID/PROPOSAL TO:
Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060

BID/PROJECT NUMBER: 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

DELIVERY DEADLINE: OCTOBER 13, 2022 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

Bid Opening Date: October 13, 2022 @ 2:00 P.M. in the Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, Georgia, 30060.

BUSINESS NAME AND ADDRESS INFORMATION:

Company name: Insight Public Sector, Inc.

Contact name: Erica Falchetti

Company address: 13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171

E-mail address: Erica.Falchetti@Insight.com

Phone number: 480.333.3071 **Fax number:** 480.760.9488

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

Lisanne Steinheiser — Global Compliance Officer
(PLEASE PRINT/TYPE) NAME — TITLE

SIGNATURE OF OFFICER ABOVE: _____
(SIGNATURE)

TELEPHONE: 480.333.3012 FAX: 480.760.9488

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: Not Applicable

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE (UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)
Will be communicated to end user at time of order placement.

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number **23-6692**; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178),** by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

Cobb County...Expect the Best!

REQUEST FOR PROPOSALS

Sealed Bid # 23-6692
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Bid Opening Date: October 13, 2022

Pre-Proposal Meeting via WebEx: September 14, 2022 at 3:00 PM Eastern
Join from meeting link
https://cobbcounty.webex.com/cobbcounty/j.php?MTID=m6334e0c9e0f46364cc2157383bc375a6
Meeting number (access code): 2317 292 4027
Meeting password: fxZKmmi3p93
Join by phone
+1-415-655-0004 US Toll

Proposals Are Received in the Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060

Before 12:00 (Noon) By the Bid Opening Date

Proposal Will Be Opened in the Cobb County Purchasing Department at 2:00 pm
122 Waddell Street NE
Marietta, GA 30060

VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL, TWO (2) COPIES & TEN (10) FLASH DRIVES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)

NAME: Insight Public Sector, Inc.

ADDRESS: 13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171

REPRESENTATIVE: Erica Falchetti

PHONE: 480.333.3071 FAX: 480-760.9488

E-MAIL Erica.Falchetti@Insight.com

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.

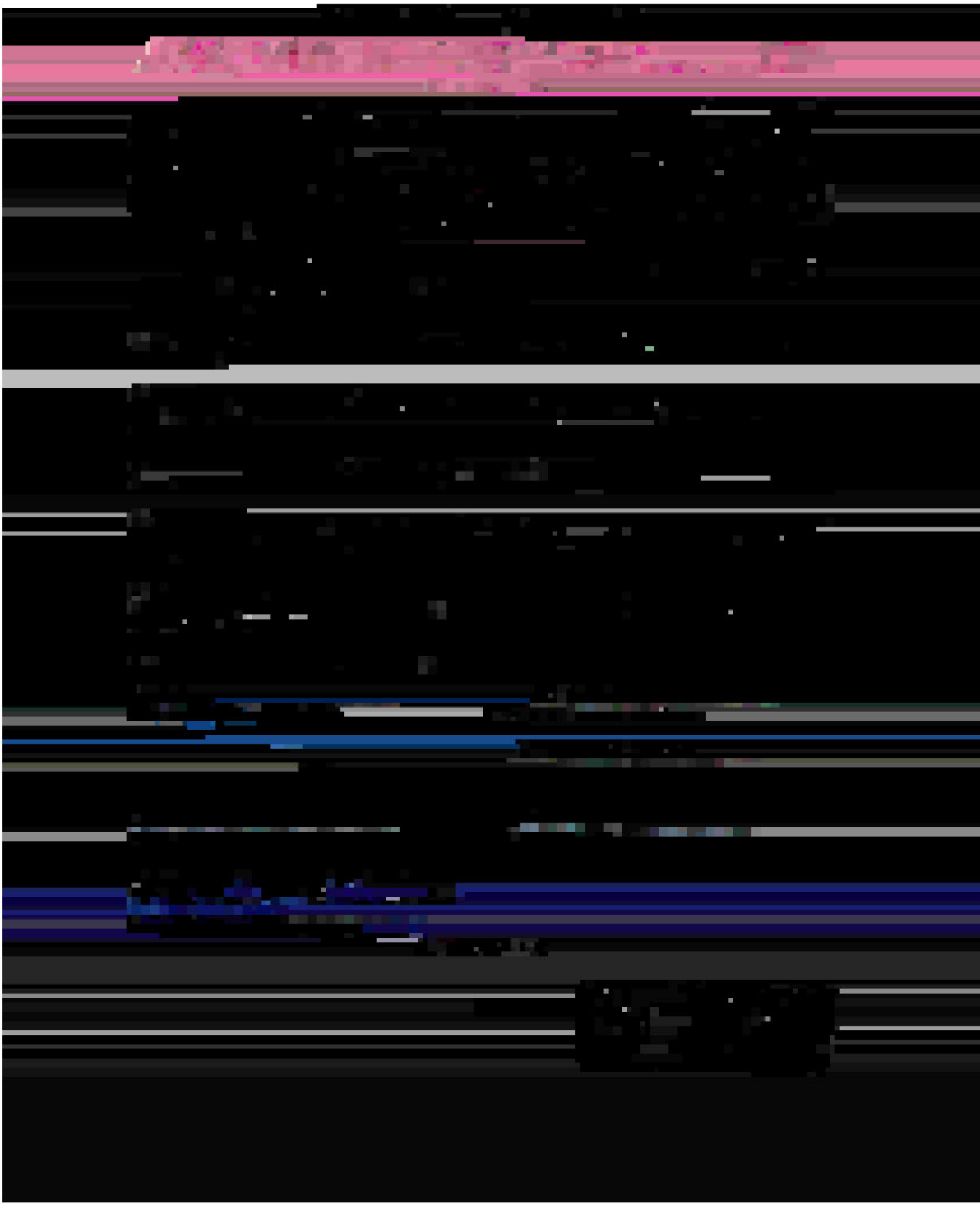


Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—
Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of

Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any

federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (l) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

Unless Supplier is exempt *(See FAR 25.103)*, when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details)*.

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Insight Public Sector, Inc.

Address, City, State, and Zip Code: 13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171

Phone Number: 480.333.3012 Fax Number: 480.760.9488

Printed Name and Title of Authorized Representative: Lisanne Steinheiser, Global Compliance Officer

Email Address: Lisanne.Steinheiser@Insight.com

Signature of Authorized Representative: _____ Date: October 10, 2022

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or

purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant

Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

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

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

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

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of

intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

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

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT ORAGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any

implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

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

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as

amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required auditservices.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of$25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

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

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Lisanne Steinheiser, Global Compliance Officer

Name and Title of Contractor's Authorized Official

October 10, 2022

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

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

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

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

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

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

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

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Insight Public Sector, Inc.

Address, City, State, and Zip Code: 13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171

Phone Number: 480.333.3012 Fax Number: 480.760.9488

Printed Name and Title of Authorized Representative: Lisanne Steinheiser, Global Compliance Officer

Email Address: Lisanne.Steinheiser@Insight.com

Signature of Authorized Representative: 

Date: October 10, 2022

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Insight Public Sector, Inc.

Organization Address: 2701 E. Insight Way, Chandler, AZ 85286

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Insight Enterprises, Inc.	2701 E. Insight Way, Chandler, AZ 85286

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

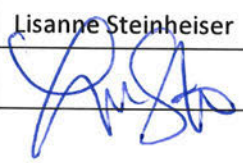
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
https://investor.insight.com/financial-reports/sec-filings/sec-filings-details/default.aspx?FilingId=15584698	82
https://investor.insight.com/financial-reports/proxy-statements/default.aspx	31

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
N/A	

Part IV Certification

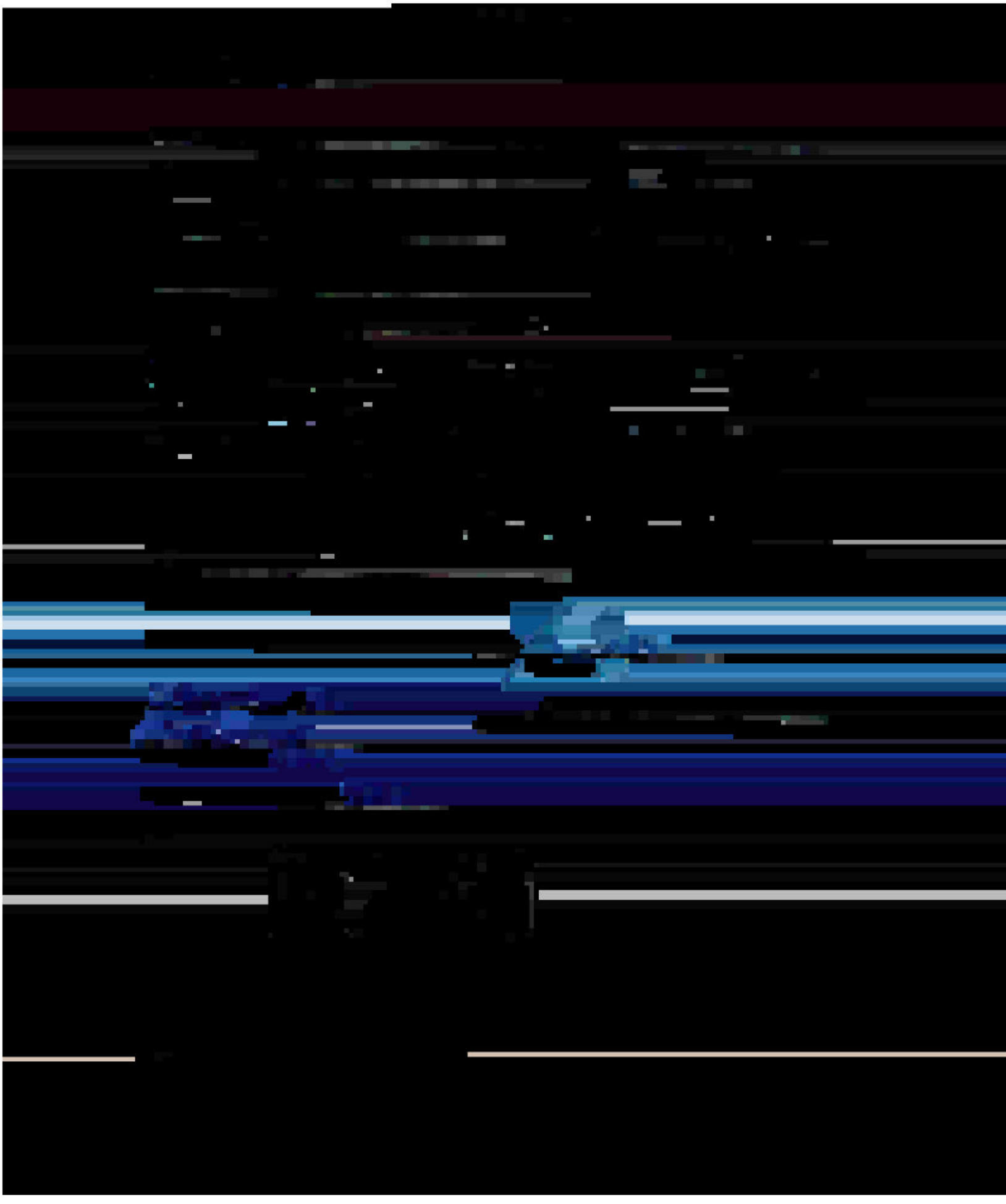
I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Lisanne Steinheiser	Title:	Global Compliance Officer
Signature:		Date:	October 5, 2022

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.



DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Insight Public Sector, Inc.

Street: 2701 E. Insight Way

City, State, Zip Code: Chandler, AZ 85286

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

10/5/2022
Date

Global Compliance Officer
Authorized Signature and Title

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Insight Public Sector, Inc.		
Address:	2701 E. Insight Way		
City:	Chandler	State: AZ	Zip: 85286

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Lisanne Steinheiser Printed Name	Global Compliance Officer Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
None			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

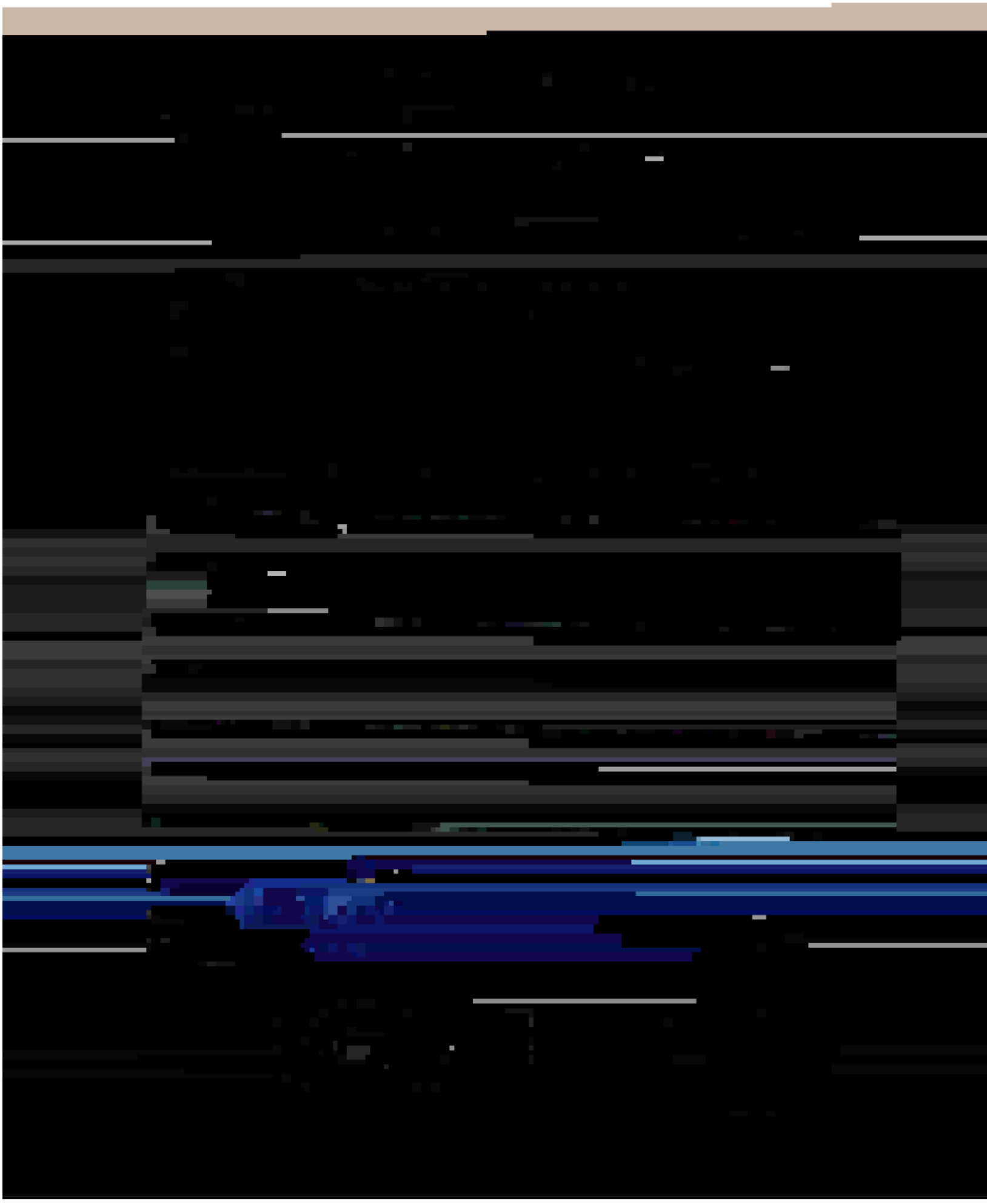
County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.



DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: 23-6692

VENDOR NAME: Insight Public Sector, Inc.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☑ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____

Duration of Engagement _____
Anticipated Cessation Date _____
**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

10/05/2022
Date

Lisanne Steinheiser, Global Compliance Officer
Print Name and Title

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	INSIGHT PUBLIC SECTOR, INC.
Trade Name:	INSIGHT PUBLIC SECTOR, INC.
Address:	6820 S. HARL AVE. TEMPE, AZ 85283
Certificate Number:	1002602
Effective Date:	July 15, 2003
Date of Issuance:	October 04, 2022

For Office Use Only:

20221004125800006

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Lisanne Steinheiser Title: Global Compliance Officer

Signature:  Date: October 5, 2022



DOC #9
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 23-6692 **VENDOR/BIDDER:** Insight Public Sector, Inc.

VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

[X] The Vendor/Bidder has no business operations in Northern Ireland; or

OR

[ ] The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature — October 5, 2022 Date

Lisanne Steinheiser, Global Compliance Officer
Print Name and Title

COBB COUNTY
Purchasing Department

122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 1

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: September 19, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Minutes, Questions and Clarifications from Pre-Proposal Meeting held via Webex on September 14, 2022**
- **Sign-In Sheet(s) from Pre-Proposal Meeting**
- **Questions Submitted in Writing**
- **Attachment - Financial Ratio Evaluation Excel Spreadsheet**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Insight Public Sector, Inc.
Company Name

October 4, 2022
Date

Signature

Lisanne Steinheiser, Global Compliance Officer
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

COBB COUNTY
Purchasing Department

122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 2

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: September 30, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Questions Submitted in Writing**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Insight Public Sector, Inc.
Company Name

October 4, 2022
Date

Signature

Lisanne Steinheiser, Global Compliance Officer
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

COBB COUNTY
Purchasing Department
122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 3

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: October 5, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Questions Submitted in Writing**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Insight Public Sector, Inc.
Company Name

October 5, 2022
Date

Signature

Lisanne Steinheiser, Global Compliance Officer
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

INSIGHT PUBLIC SECTOR, INC.
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

SOLD-TO PARTY 10317680

CITY OF CYPRESS
5275 ORANGE AVE
CYPRESS CA 90630-2957

SHIP-TO

CITY OF CYPRESS
5275 ORANGE AVE
CYPRESS CA 90630-2957

Quotation

Quotation Number	:	0227848925
Document Date	:	11-OCT-2024
PO Number	:	
PO Release	:	
Sales Rep	:	Esther Chen
Email	:	ESTHER.CHEN@INSIGHT.COM
Phone	:	
Sales Rep 2	:	Cathy Chapman
Email	:	CATHY.CHAPMAN@INSIGHT.COM
Phone	:	

We deliver according to the following terms:

Payment Terms	:	Net 45 days
Ship Via	:	Electronic Delivery
Terms of Delivery	:	FOB DESTINATION
Currency	:	USD

Material	Material Description	Quantity	Unit Price	Extended Price
EP-ADVANCED-USR-1M	Barracuda E-Mail Protection Advanced - subscription license (1 month) - 1 user Coverage Dates: 06-NOV-2024 - 05-NOV-2027 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 7.99 Discount: 54.443%	5,940	3.64	21,621.60
EP-IR-USR-1M	Barracuda E-Mail Protection Incident Response - subscription license (1 month) - 1 user Coverage Dates: 06-NOV-2024 - 05-NOV-2027 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 4.99 Discount: 57.515%	5,940	2.12	12,592.80

Product Subtotal	34,214.40
TAX	0.00
Total	34,214.40

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Esther Chen

ESTHER.CHEN@INSIGHT.COM

Cathy Chapman

CATHY.CHAPMAN@INSIGHT.COM

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
https://www.insight.com/terms-and-policies

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **9.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 10/28/2024

SUBJECT: **Approve the Purchase of Replacement Network Switches and Sensors**

RECOMMENDATION

Approve a $115,766.53 purchase for replacement network switches, new sensors, and three years of associated support and maintenance from Insight Public Sector, Inc.

DISCUSSION

The city-wide replacement of network switches and new sensors is included in the Five-Year Technology Master Plan for FY 2024-25. The majority of the current network switches were purchased in 2017 and are no longer supported or under warranty and are considered end-of-life by the manufacturer. Additionally, these 26 network switches no longer receive security updates or provide modern efficiencies, such as the ability to update or install updates to a whole group of devices, rather than individually. New network environmental sensors are also included in the purchase to provide additional security by monitoring ambient temperature, humidity, and room occupancy where network equipment is located.

Earlier this year, the Information Technology division conducted a comprehensive review of network switches and sensors and determined the Cisco Meraki platform best provides the necessary level of security, functionality, and integration capability. As Cypress' existing Wi-Fi access point provider, Cisco Meraki has provided outstanding performance while continually upgrading their product to keep up with the changing technology landscape. Consolidating our network switches and Wi-Fi access points to a single unified platform allows for integrated management, better visibility of all devices across the network, and additional security enhancements.

Insight Public Sector, Inc. offers Cisco Meraki network switches and sensors through an OMNIA cooperative agreement. The OMNIA program allows local governments to purchase competitively bid information technology systems through a nationwide cooperative agreement and Cypress Municipal Code Section 21A-10(e) provides bidding may be dispensed with under cooperative purchasing agreements. These agreements, which the City uses regularly when available, expedite purchases and ensure market pricing.

BUDGET IMPACT

Sufficient amounts are budgeted in the City Capital Replacement Fund for the $103,830 cost of replacement network switches and new sensors. Additionally, the FY 2024-25 Central Services Fund budget includes sufficient amounts for the first year of maintenance and support costs totaling nearly $4,000. Annual maintenance and support costs for years two and three of the agreement will be incorporated into future budgets.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Insight - Network Switch and Sensor Quote

Insight - Omnia Co-op Agreement

INSIGHT PUBLIC SECTOR, INC.
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

SOLD-TO PARTY 10317680

CITY OF CYPRESS
5275 ORANGE AVE
CYPRESS CA 90630-2957

SHIP-TO

CITY OF CYPRESS
5275 ORANGE AVE
CYPRESS CA 90630-2957

Quotation

Quotation Number	:	0227837546
Document Date	:	08-OCT-2024
PO Number	:	
PO Release	:	
Sales Rep	:	Esther Chen
Email	:	ESTHER.CHEN@INSIGHT.COM
Phone	:	
Sales Rep 2	:	Cathy Chapman
Email	:	CATHY.CHAPMAN@INSIGHT.COM
Phone	:	

We deliver according to the following terms:

Payment Terms	:	Net 45 days
Ship Via	:	Insight Assigned Carrier/Ground
Terms of Delivery	:	FOB DESTINATION
Currency	:	USD

Material	Material Description	Quantity	Unit Price	Extended Price
MS130-8X-HW	Cisco Meraki MS130-8X - Switch - managed - 6 x 10/100/1000 + 2 x 2.5 GbE - desktop OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 2185.88 Discount: 55.500%	2	972.72	1,945.44
LIC-MS130-CMPT-3Y	Cisco Meraki Enterprise - subscription license (3 years) + Support - 1 license Coverage Dates: 08-OCT-2024 - 08-OCT-2025 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 150.53 Discount: 49.997%	2	75.27	150.54
MS125-48LP-HW	Cisco Meraki Cloud Managed MS125-48LP - switch - 48 ports - managed OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 5429.44 Discount: 64.650%	6	1,919.31	11,515.86
LIC-MS125-48LP-3Y	Cisco Meraki Enterprise - subscription license (3 years) + 3 Years Enterprise Support - 1 switch Coverage Dates: 08-OCT-2024 - 08-OCT-2025 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 677.36 Discount: 58.700%	6	279.75	1,678.50
MS210-48LP-HW	Cisco Meraki Cloud Managed MS210-48LP - switch - 48 ports OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 6711.52 Discount: 53.000%	6	3,154.41	18,926.46

Material	Material Description	Quantity	Unit Price	Extended Price
LIC-MS210-48LP-3YR	Cisco Meraki Enterprise - subscription license (3 years) + 3 Years Enterprise Support - 1 switch Coverage Dates: 08-OCT-2024 - 08-OCT-2025 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 865.02 Discount: 47.400%	6	455.00	2,730.00
MA-CBL-40G-50CM	Cisco Meraki stacking cable - 1.6 ft OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 130.06 Discount: 44.503%	5	72.18	360.90
MA-CBL-40G-1M	Cisco Meraki stacking cable - 3.3 ft OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 260.12 Discount: 45.598%	1	141.51	141.51
MS225-48LP-HW	Cisco Meraki Cloud Managed MS225-48LP - switch - 48 ports - managed - rack-mountable OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 7970.46 Discount: 60.450%	6	3,152.32	18,913.92
MA-CBL-40G-50CM	Cisco Meraki stacking cable - 1.6 ft OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 130.06 Discount: 46.102%	4	70.10	280.40
LIC-MS225-48LP-3YR	Cisco Meraki Enterprise - subscription license (3 years) + 3 Years Enterprise Support - 1 switch Coverage Dates: 08-OCT-2024 - 08-OCT-2025 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1158.04 Discount: 47.650%	6	606.23	3,637.38
MT10-HW	Cisco Meraki MT10 - temperature and humidity sensor OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 150.75 Discount: 64.000%	7	54.27	379.89
MT20-HW	Cisco Meraki MT20 - door sensor OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 150.75 Discount: 64.000%	6	54.27	325.62
LIC-MT-3Y	Cisco Meraki MT - Enterprise license (3 years) + Support - 1 license Coverage Dates: 08-OCT-2024 - 08-OCT-2027 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03)	13	126.44	1,643.72

Material	Material Description	Quantity	Unit Price	Extended Price
	List Price: 301.05 Discount: 58.000%			
C9300X-24Y-M	Cisco Meraki Catalyst 9300X-24Y - switch - 24 ports - managed - rack-mountable OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 29572.13 Discount: 51.000%	2	14,490.34	28,980.68
C9300X-NM-8Y=	Cisco Catalyst 9300 Series Network Module - expansion module - 1Gb Ethernet/10Gb Ethernet/25Gb Ethernet SFP x 8 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3016.36 Discount: 50.800%	3	1,484.05	4,452.15
C9300X-12Y-M	Cisco Meraki Catalyst 9300X-12Y - switch - 12 ports - managed - rack-mountable OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 20109.05 Discount: 50.950%	1	9,863.49	9,863.49
LIC-C9300-24E-3Y	Cisco Meraki Enterprise - subscription license (3 years) - 24 ports OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1412.03 Discount: 50.500%	3	698.95	2,096.85
STACK-T1-50CM-M	Cisco Meraki - Stacking cable - 50 cm OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 124.62 Discount: 50.096%	2	62.19	124.38

Product Subtotal	108,147.69
TAX	7,618.84
Total	115,766.53

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Esther Chen

ESTHER.CHEN@INSIGHT.COM

Cathy Chapman

CATHY.CHAPMAN@INSIGHT.COM

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
https://www.insight.com/terms-and-policies

Cobb County

Contract # 23-6692-03

for

Technology Product Solutions and Related Services

with

Insight Public Sector

Effective: May 1, 2023

The following documents comprise the executed contract between the Cobb County, and Insight Pubic Sector effective May 1, 2023:

I. Executed Master Agreement
II. Supplier’s Response to the RFP, incorporated by reference

Reference No. 21070

Reference Number	
Reference Depart.	**Purchasing Department**

Master Agreement

Owner: Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Contractor: Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286

Description: **TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVICES:** The undersigned parties understand and agree to comply with and be bound by the entire contents of **Sealed Bid #23-6692** ("the RFP") and the Contractor's Proposal submitted October 13, 2022, which is incorporated herein by reference.

OMNIA PARTNERS, PUBLIC SECTOR: Supplier agrees to extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit) ("Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement ("Master Agreement").

Governing Law: This Agreement shall be governed by the laws of the State of Georgia. As to any dispute hereunder, venue shall be in the Superior Court of Cobb County, Georgia.

Term: This Agreement shall begin on May 1, 2023, the Effective Date, for a period of thirty-six months, and shall automatically terminate and renew for two (2) additional twelve (12) month periods and shall terminate absolutely on April 30, 2028, unless earlier terminated as provided herein. Pursuant to O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which it was executed and at the close of each succeeding calendar for which it may be renewed. The Parties reserve the right to renew, amend or extend the Agreement for additional terms. Either party may terminate this Agreement for convenience and/or due to lack of funding at the end of each annual term.

Price: Prices for services and equipment, if applicable, as stated in the Contractor's proposal

Billing: For purchases made by Cobb Count y Government, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall clearly identify such items in accordance with invoicing guidelines in the Sealed Bid Proposal. For purchases made by participating public agencies, the Contractor shall comply with each agency' s invoicing and billing requirements outlined on the applicable order.

{SIGNATURES ON NEXT PAGE}

IN WITNESS, WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.

Cobb County... Expect the Best!

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Lisa N. Cupid, Chairwoman
Cobb County Board of Commissioners

5/5/23
Date

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS
3/14/23

Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286

Authorized Signature

President
Title

4/4/2023
Date

FEDERAL TAX ID NUMBER

36-3949000

Approved as to form

County Attorney's Office

April 25, 2023
Date

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1. Cover Letter

The proposer shall provide a cover letter describing a brief history of the Proposer and its organization. The letter will list the Principal or Officer of the organization who will be the County's primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of products and services on behalf of the Proposer.
An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter.

Insight Response:

Insight provided a cover letter per RFP requirements; it can be found at the beginning of our proposal document.

2. Executive Summary

The Proposer shall provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal.

Insight Response:

Insight has carefully read the RFP and we are confident in our ability to exceed the requirements. Insight approaches opportunities to provide solicited services by assigning teams of specialists whose experience and knowledge of government contracts allows them to develop complete solutions to support the entire lifespan of our clients' IT assets.

We understand that operational functionality is a critical component to the success of contracts for any organization similar to Cobb County and OMNIA Partners. As a result, we have created back-office teams dedicated to each aspect of public sector contracts, including—but not limited to—compliance, credit, invoicing, procurement, and publisher paperwork.

As Insight Public Sector is entirely focused on providing IT solutions to public sector clients, we have the resources, processes, and flexibility to provide all levels of government and education clients with equal benefits and attention. We leverage the same tools and cost-saving techniques that utilize economies of scale, which allows us to provide consistent levels of service to large and small participants alike. Furthermore, we understand that budgets represent taxpayer money, and that the responsibilities of procurement and respecting manufacturer and publisher compliancy rules are more heavily weighted as a public sector participant than in a commercial environment. Insight's compliance team assures you meet these commitments.

Experience has taught us that certain segments of our public sector client base require specialized procurement options. Our approach is to ensure that each client receives the individual attention they need; as a result, Insight has divided our resources into vertical segments to match each client (e.g., government and education). This organizational structure ensures each vertical receives maximum support from Insight resources who understand the specific needs of each vertical.

Insight uses eCommerce tools to help our clients reduce cost, increase operational efficiency, eliminate errors, and control rogue purchases. Tools such as our web portal, built-in workflow, on-demand reporting, and license proofs provide equal service levels and cost-saving opportunities regardless of the size of the contract participant, as all our tools are scalable to size. Our eCommerce solutions provide an easy and effective way for us to keep our clients up to date with technological changes.

Although operational functionality and eCommerce are critical components of our approach to providing solicited services, the most important component of Insight's overall approach to this contract is our people. We are proud of the depth of experience and knowledge we make available to Participating Public Agencies through our account teams. Each employee at Insight either supports clients directly or supports someone else who does; we are all equally committed to our clients' satisfaction and success.

Insight's nationwide presence, which includes over 50 offices and over 200 public sector-focused sales and support teammates across the country, makes us the best choice for this contract and provides the 'feet on the street' necessary to make this Master Agreement more successful than ever before. We are 100% dedicated to OMNIA Partners members' continued growth and success.

Insight is offering Cobb County, OMNIA Partners, and all Participating Public Agencies every product and service available through Insight. Our offering also includes nationwide full life-cycle service offerings that allow us to provide out-sourcing of entire IT departments as well as services that allow us to manage a client's technology assets from inception to retirement. Insight has decades of experience providing customized solutions nationally for our clients.

Insight, Cobb County, and OMNIA Partners: A Growing IT Partnership

Insight's core values of hunger, heart, and harmony emphasize a deep commitment to service across all aspects of our business. In addition, our desire to create a positive impact in the lives of our clients, partners, and teammates positions Insight as a world-class partner aligned with Cobb County's and OMNIA Partners' strategic vision.

As an industry leader, Insight will continue to invest in our people, systems, and portfolio of offerings worldwide. By combining technology hardware, software, and services, Insight will regularly offer Participating Public Agencies custom-tailored solutions designed to meet their unique requirements and changing IT goals, while streamlining IT management and reducing their total cost of ownership.

The greatest value that Insight can provide to Cobb County and OMNIA Partners is that we leverage our extensive capabilities and resources to properly evaluate requirements. Our creative thinking and optimized pricing methodologies ensure the solutions we suggest drive significant value to your organizations.

Insight appreciates the opportunity to continue to build a successful partnership with Cobb County and OMNIA Partners, and we look forward to next steps following the RFP process. In the meantime, please contact us regarding any further questions or requests for additional information.

3. Company Background / Profile

Provide information on company background to include the following:

Insight Response:

As part of a $9.4 billion global company, Insight Public Sector, Inc. ("Insight") has successfully delivered solutions to clients like Cobb County for over 34 years.

Our parent company, Insight Enterprises, Inc. now ranks No. 373 on the Fortune 500, fulfilling a mission to help clients maximize the day-to-day value of IT while pursuing more incredible business transformation. Insight is also on the Channel Futures MSP 501, ranking No. 1 of IT service providers globally.

At Insight, we believe diversity is a critical component of our success. As a Fortune 100 Best Workplaces for Diversity company, our people are our greatest strength. We work diligently to promote a culture that celebrates and rewards creative thinking, collaborative decision-making and innovative solutions. Our teammates represent a wide range of backgrounds, life experiences, and viewpoints, which we believe leads to stronger teams.

Central to fostering a rich culture of diversity at Insight is a shared set of values among teammates:

- We respect and take care of each other.
- We exist to serve our clients.
- We act with integrity in all that we do.

Notable achievements include:

- Insight President & CEO Joyce Mullen named Top Channel Influencer by Channel Futures
- Insight Named a Finalist in Fast Company's 2022 World Changing Ideas Awards (Education Category)
- Insight earned a perfect score on the Human Rights Campaign Corporate Equality Index
- ADP's Humanity at Work Award
- Insight ranked at No. 59 for Diversity on Forbes Best Employers List
- Insight ranked at No. 83 on Barron's 100 Most Sustainable Companies
- Insight ranked at No. 95 on World's Best Employers List
- 2022 Corporate Equality Index 100 out of 100
- 2022 Microsoft Partner of the Year Award for Manufacturing
- 2022 Intel North America Partner of the Year
- 2022 Aruba Partner of the Year
- 2021 Microsoft Azure Security Deployment Partner of the Year
- 2021 Veritas Technologies Top National Business Partner of the Year

An organizational chart of our proposed project team is included in **Section 9 – Appendices, Appendix A**. Relevant background and experience for the key team members is as follows:

Team Member	Background & Experience
Scott Friedlander – Senior Vice President, Public Sector	Scott will provide executive leadership and serve as the main point of contact for all executive-level discussions between Insight and OMNIA Partners leadership. He has been in public sector sales for 40 years and with Insight (by way of acquisition) for 4 years.
Erica Falchetti – Sr. SLED Market Leader, Capture & Business Development	Erica will serve as the National Account Manager for OMNIA Partners and will provide direction for the sales teams to drive consistent sales growth and oversee the contract marketing strategy. She has been with Insight for 14 years.
Kevin Hallihan – Field Sales Market Leader, East/Central	Kevin leads our field SLED sales teams in the East and Central. He has been with Insight for 23 years.
Brian Louderback – Field Sales Market Leader, West/TOLA	Brian leads our field SLED sales teams in the West and TOLA. He has been with Insight for 23 years.
Ken Richter – Inside Sales Market Leader	Ken leads our nationwide inside SLED sales teams. He has been with Insight for 23 years.
Clayton Boras – Sales Market Leader, Higher Education	Clayton leads our field and inside higher education sales teams. He has been in public sector sales for 24 years and with Insight for 6 months.
Kathy Kramer – Marketing Manager	Kathy leads our public sector marketing teams. She has been in marketing roles for over 25 years and with Insight (by way of acquisition) for 6 years.
Paul Geils – Sr. Manager, SLED Compliance	Paul and his team will be responsible for ensuring Insight remains compliant with the terms of the contract, specifically as it relates to pricing, reporting, audits, and user access. He has been with Insight for 24 years.

a. *Legal name, address, phone and fax numbers, e-mail, Federal ID#, and website address.*

Insight Response:

Insight Public Sector, Inc.
2701 E. Insight Way
Chandler, AZ 85286
480.333.3071
480.760.9488 fax

erica.falchetti@Insight.com
Federal Tax ID#: 36-3949000
www.ips.insight.com

b. *Date business was established under current name.*

Insight Response:

Insight Public Sector, Inc. was established on April 19, 1994.

On January 3, 2003, there was a reverse merger with a name change from Comark Government & Education Sales, Inc. to Insight Public Sector, Inc.

c. *Size of company including the total number of employees.*

Insight Response:

Insight Enterprises, Inc. (Insight Public Sector, Inc's parent company) has over 12,000 employees globally and earned over $9.4 Billion in revenue in 2021.

d. *Type of ownership or legal structure of business*

Insight Response:

Insight Public Sector, Inc. is an indirect wholly owned subsidiary of Insight Enterprises, Inc. and is the operational entity that conducts business with public sector clients.

e. *Has the company ever failed to complete work for which a contract was issued? If yes, explain the circumstances.*

Insight Response:

To the best of our knowledge, Insight has not defaulted on the fulfillment of any client contract for circumstances within our control.

f. *Are there any civil or criminal actions pending against the firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?*

Insight Response:

Insight is not involved in any pending or threatened legal proceedings that we believe would reasonably be expected to have a material adverse effect on its business, financial condition, or results of operations.

From time to time, Insight is party to various legal proceedings incidental to the business, including preference payment claims asserted in client bankruptcy proceedings, indemnification claims, claims of alleged infringement of patents, trademarks, copyrights, and other intellectual property rights, employment claims, claims of alleged non-compliance with contract provisions, and claims related to alleged violations of laws and regulations.

Insight regularly evaluates the status of the legal proceedings in which we are involved to assess whether a loss is probable or there is a reasonable possibility that a loss, or an additional loss, may have been incurred to determine if accruals are appropriate. If accruals are not appropriate, we further evaluate each legal proceeding to assess whether an estimate of possible loss or range of possible loss can be made. Although litigation is inherently unpredictable, we believe that we have adequate provisions for any probable and estimable losses. It is possible, nevertheless, that our consolidated financial position, results of operations, or liquidity could be materially and adversely affected in any particular period by the work required pursuant to any legal proceedings or the resolution of any legal proceedings during such period. Legal expenses related to defense of any legal proceeding or the negotiations, settlements, rulings, and advice of outside legal counsel in connection with any legal proceedings are expensed as incurred.

g. *Has the firm ever been disqualified from working for any public entity? If yes, explain the circumstances.*

Insight Response:

Insight has never been disqualified from working for or with any public entity.

h. *If a Supplier requires additional agreements to be signed by a Participating Public Agency, include a copy of the proposed agreement(s) as part of Supplier's proposal.*

Insight Response:

Please see **Section 9 – Appendices, Appendix B** for the following sample agreement documents, which Participating Public Agencies may be asked to sign at the transaction level:

- Sample Insight Statement of Work (SOW) template
- Sample Amazon Web Services Order Form Agreement
- Sample Google Cloud Platform Order Form Agreement
- Sample Microsoft Azure Order Form

4. Experience

Include a list of the five (5) most relevant or comparable contracts completed by your firm during the past five (5) years with a public entity. For each contract, provide the following information.

a. *Scope of services/contract description.*
b. *Dollar value of contract.*
c. *Assigned project personnel.*
d. *The contracting entity's contact person, current phone number, and current e-mail address as reference information.*

Insight Response:

Contract #1: Fairfax County, Virginia / OMNIA Partners – Technology Products & Services

a. Scope: All products and services
b. Dollar value: $300M annually (includes revenue from all piggybacks)
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Yong Kim, 703.324.3217, yong.kim@fairfaxcounty.gov

Contract #2: State of Iowa OCIO – Technology Products & Services (Piggyback of OMNIA)

a. Scope: All products and services
b. Dollar value: $45M annually
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Pearson Skepnek, 515.414.6107 pearson.skepnek@iowa.gov

Contract #3: City of Los Angeles – Software & Related Services (Piggyback of OMNIA)

a. Scope: Software and related services
b. Dollar value: $35M annually
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Kitty Pai, 909.738.0913, kitty.pai@lacity.org

Contract #4: State of Florida – Technology Products & Services (Piggyback of OMNIA)

a. Scope: Software and related services
b. Dollar value: $24M annually
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Christopher McMullen, 850.922.9867, christopher.mcmullen@dms.fl.gov

Contract #5: Miami-Dade County – Technology Products & Services (Piggyback of OMNIA)

a. Scope: Software and related services
b. Dollar value: $9M annually
c. Project personnel: Multiple Insight sales teammates
d. Contact information: Guillermo Paneque, 305.596.8614, guillermo.paneque@miamidade.gov

5. Product Information / Service Capability

a. *Provide detailed information on service capability and the availability of service centers for maintenance and repairs on a national level. Indicate how many authorized service centers will be available for each state. Will pick up and delivery services be available for service of large equipment items?*

Insight Response:

Insight's manufacturer and publisher partners offer various warranty coverages that agencies have the option to purchase. Insight also partners with several third-party maintenance providers who offer a range of extended warranty options, depending on the product.

Additionally, for specific end user devices (laptops, PCs, printers, tablets), networking equipment, servers, and storage systems, Insight offers a suite of fee-based infrastructure maintenance services, which include the following coverage options:

- Flexible service levels from 24/7 to next day
- On-site, advanced exchange, and depot
- Warranty management
- End-of-life support for legacy products
- Remote diagnostics, monitoring, and call home feature

b. *Provide available payment terms and payment methods – purchase order, credit card (procurement card), etc. If credit cards are accepted, may credit card payment(s) be made online*

Insight Response:

Insight's standard payment terms are net 30 days from date of invoice.

The different payment vehicles supported by Insight include payments to the Lockbox, Credit Card, Procurement Card, and EFT/ACH payments. The preferred payment vehicle is the EFT/ACH payment. Insight accepts American Express, VISA, and MasterCard credit cards and procurement cards.

Insight supports the use of procurement cards/credit cards, with the parties understanding that cards are used for point-of-sale transactions only. Insight is unable to accept procurement cards for payment of orders placed on net terms via purchase orders. Net term payments must be paid by check, wire transfer, or ACH.

Credit card payments for point-of-sale transactions may be made online.

6. Pricing

a. *Suppliers shall provide pricing based on a discount from a manufacturer's price list or catalog. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Supplier and the pricing per item. Multiple percentage discounts are acceptable, if where different percentage discounts apply, different percentages are specified. Additional pricing and/or discounts may be included.*

- Include an electronic copy of the catalog from which discount is calculated. Electronic price lists must contain the following: *(if applicable)*
  - Manufacturer part #
  - Supplier's Part # (if different from manufacturer part #)
  - Description
  - Manufacturer's Suggested List Price and Net Price
  - Net price to Cobb County, GA (net price shall include freight and any additional fees that may be charged such as credit card processing, administrative fees, etc.)

Media submitted for pricing must include the Supplier's company name, solicitation name and bid #, and the bid opening date on a Flash Drive.

Insight Response:

Product Pricing Discount Structure

With a few exceptions, Insight's proposed pricing structure for products is based on a discount off the Insight list price, which is how the majority of product categories are priced on our current OMNIA Partners contract. By offering a discount from the Insight list price, we are providing Participating Public Agencies additional discounts against an already aggressive, market-driven, value-based pricing structure that is continually being benchmarked against our competitors within the industry. Our list price is publicly available on our website and is dynamically updated in real time.

The proposed discounts are as follows:

All Products (except Microsoft Software, Cisco, and AWS)		
Product Category	**Description**	**Discount %**
Accessories	Desktop Accessories	5.0%
	Display Accessories	4.0%
	Handheld Accessories	5.0%
	Keyboards & Mice	4.5%
	Mobile Phone Accessories	1.5%
	Mobile Phones	0.5%
	Networking Accessories	4.5%
	Notebook Accessories	4.0%
	Notebook Batteries	3.5%
	POS Accessories	4.0%
	Power Accessories	4.5%
	Printer Accessories	4.0%

Accessories (continued)	Projector Accessories	4.0%
	Server Accessories	3.5%
	Wireless Accessories	4.0%
	Wireless LAN Accessories	4.0%
Boards	System Components	3.0%
Cables	Cables	7.0%
	Cables Custom	7.0%
	Cables Printer	7.0%
Consumables	Printer Consumables	4.0%
Devices	Desktops	0.5%
	Handhelds	0.5%
	Notebooks	0.5%
Digital Imaging	Imaging Accessories	5.0%
	Imaging Camcorders	3.5%
	Imaging Digital Cameras	3.5%
	Imaging Scanners	3.5%
	Network Video	3.5%
Displays	Displays	1.5%
	Projectors	4.0%
Licensing	Cloud	1.0%
	Licensing Backup	2.0%
	Licensing Business Application	2.0%
	Licensing CAD/CAM	2.0%
	Licensing Cloning	2.0%
	Licensing Collaboration	2.0%
	Licensing Computer Security	2.0%
	Licensing Database	2.0%
	Licensing Development	2.0%
	Licensing Financial	2.0%
	Licensing Flow Chart	2.0%
	Licensing Graphic Design	2.0%
	Licensing Handheld	2.0%
	Licensing Network OS	2.0%
	Licensing OS	2.0%
	Licensing Personal Organization	2.0%
	Licensing Reference	2.0%

Licensing (continued)	Licensing Report Analysis	2.0%
	Licensing Spreadsheet	2.0%
	Licensing Utilities	2.0%
	Licensing Virtualization	2.0%
	Licensing Web Development	2.0%
	Licensing Word Processing	2.0%
Media	Media 4mm Tape	4.5%
	Media AIT Tape	4.5%
	Media DAT Tape	5.0%
	Media DLT Tape	4.5%
	Media LTO/Ultrium Tape	4.0%
	Media Magneto-Optical	4.5%
	Media Optical	4.5%
	Media SLR Tape	4.5%
	Media Travan Tape	4.5%
	Media VXA Tape	4.0%
	Media Zip	4.0%
Memory	Memory Desktop	4.5%
	Memory Flash	4.5%
	Memory Networking	4.0%
	Memory Notebook	4.5%
	Memory Printer/Fax	4.0%
	Memory Server	4.0%
Networking	10/100 Hubs & Switches	2.5%
	Bridges & Routers	2.5%
	Gigabit Hubs & Switches	2.5%
	Hardware Firewalls	3.0%
	Intrusion Detection	3.5%
	KVM	4.0%
	Modems	4.0%
	Network Adapters	3.5%
	Network Testing Equipment	2.0%
	Networking Communications	3.5%
	Repeaters & Transceivers	3.0%
	Telephony	4.0%

POS	POS Displays	4.0%
	POS Scanners	4.0%
	Printers Label	4.0%
Power	Power Data Center	4.0%
	Power Surge Protector	4.5%
	Power UPS	1.5%
Printers	Fax Machine	2.5%
	Multi-Function	2.5%
	Printers Dot Matrix	2.0%
	Printers Inkjet	2.0%
	Printers Laser	1.5%
	Printers Wide Format	0.5%
Servers	Servers 1 Processor	4.0%
	Servers 2 Processor	2.0%
	Servers 4+ Processor	2.5%
	Servers Blade	3.5%
	Servers Tower	2.0%
	Servers Unix	2.0%
Services	Advanced Integration	1.0%
	Asset Disposal	1.0%
	Asset Management	1.0%
	Electronic Services	1.0%
	Internal Lab Service	1.0%
	Lab Fees	1.0%
	Managed Services	1.0%
	Miscellaneous Solutions	1.0%
	PC Lab Order Service	1.0%
	Service Charge	1.0%
	Service Parts	1.0%
Software	Software Backup	2.0%
	Software Barcode/OCR	2.0%
	Software Business Application	2.0%
	Software CAD/CAM	2.0%
	Software Cloning	2.0%
	Software Collaboration	2.0%
	Software Computer Security	2.0%

Software (continued)	Software Database	2.0%
	Software Development	2.0%
	Software Financial	2.0%
	Software Flow Chart	2.0%
	Software Graphic Design	2.0%
	Software Handheld	2.0%
	Software Network OS	2.0%
	Software OS	2.0%
	Software Personal Organization	2.0%
	Software Reference	2.0%
	Software Report Analysis	2.0%
	Software Spreadsheet	2.0%
	Software Utilities	2.0%
	Software Virtualization	2.0%
	Software Web Development	2.0%
	Software Word Processing	2.0%
Storage	Adapters Fibre Channel	3.0%
	Adapters FireWire/US	4.0%
	Adapters IDE/ATA/SAT	4.0%
	Adapters RAID	2.5%
	Adapters SCSI	3.0%
	Disk Arrays	3.5%
	Disk Arrays JBOD	3.5%
	Drives Magneto-Optical	3.0%
	Drives Removable Disk	4.0%
	Hard Disks External	3.0%
	Hard Disks Fibre Channel	3.0%
	Hard Disks IDE/ATA/SAT	4.0%
	Hard Disks Notebook	3.5%
	Hard Disks SCSI	3.0%
	Optical Drives CD-ROM	3.0%
	Optical Drives CD-RW	3.5%
	Optical Drives DVD/CD	2.0%
	Optical Drives DVD-ROM	4.0%
	Optical Drives DVD-RW	3.5%
	Storage Accessories	4.0%

Storage (continued)	Storage NAS	2.0%
	Storage SAN	3.0%
	Tape Autoloaders AIT	3.5%
	Tape Autoloaders DAT	3.5%
	Tape Autoloaders DLT	2.0%
	Tape Autoloaders LTO	2.0%
	Tape Drives 4mm	3.5%
	Tape Drives 8mm/VXA	3.5%
	Tape Drives AIT	2.5%
	Tape Drives DAT	3.5%
	Tape Drives DLT	3.5%
	Tape Drives LTO/Ultra	3.5%
	Tape Drives SDLT	3.5%
	Tape Drives Travan	3.5%
Training	Training Courses	1.0%
	Training Reference Material	1.0%
Warranties	Complex Warranties	2.5%
	Licensing Warranties	2.0%
	Networking Warranties	2.5%
	Software Warranties	2.0%
	Warranties Electronic	2.5%
	Warranties Physical	2.5%

Specific to AWS and Cisco solutions, Insight's proposed pricing structure is based on a discount off the AWS and Cisco MSRP, respectively. This is consistent with how AWS and Cisco AWS solutions are typically priced within the industry.

AWS Solutions	
Product Line	**Discount off MSRP**
All (excluding Marketplace transactions)	1%

Cisco Solutions			
Product Line	**Discount off MSRP (Government)**		**Discount off MSRP (Education)**
Hardware/Software (Cisco Core & Compute)	36%		36%
Cisco Market	10%		10%
Learning Credits / Training	0%		0%
Cisco Technical and Maintenance Services (SKU Based)	8%		8%
Cisco / Insight Advanced & Technical Services (SOW based)	0%		0%
SMARTnet	**Incumbent**	**Non-Incumbent**	**All**
	16%	8%	28%

The final proposed pricing structure for products is for Microsoft software. Insight is proposing a cost plus structure, which is consistent with how Microsoft contracts are priced within the industry.

Microsoft Software	
Product Line	**Cost Plus Percentage**
Microsoft Software (including Cloud)	3.5%
Microsoft CSP /	15.0%

We have provided a list of all manufacturers, publishers, and suppliers we currently offer in **Section 9 – Appendices, Appendix C**. The corresponding discount percentages will be applied to a manufacturer's/publisher's offering based on the pricing structure outlined above. This list represents those manufacturers and publishers Insight is currently authorized to sell. As Insight continues to expand its product portfolio, additional manufacturers and publishers will be added. We will be happy to provide Cobb County, Participating Public Agencies, and OMNIA Partners with a current list at any time throughout the term of the contract.

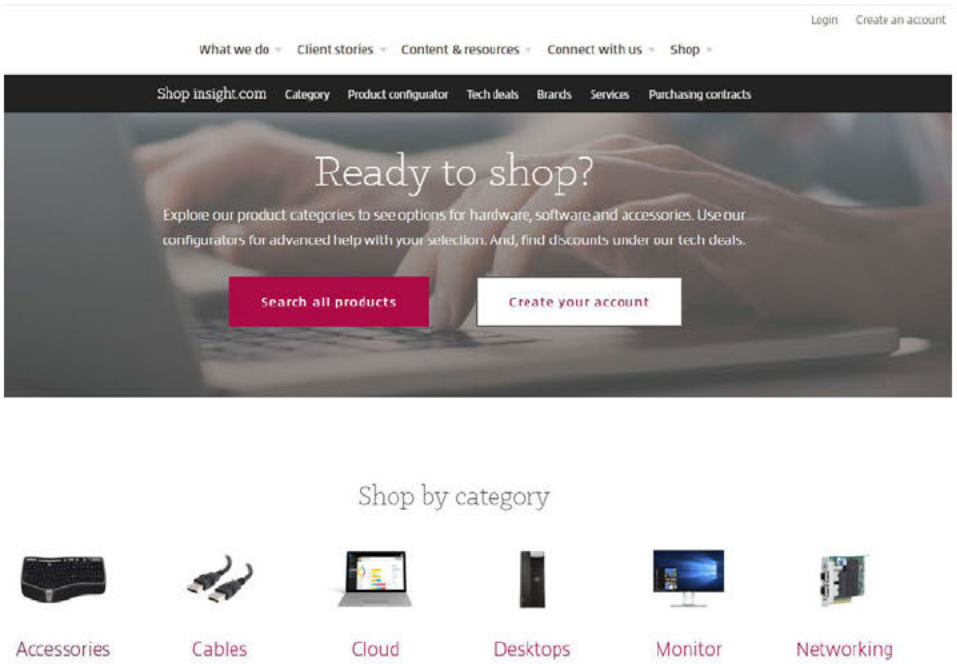
Please note that, at this time, Insight is unable to sell Apple solutions to K-12 schools, since Apple does not currently allow resellers to sell on their behalf to K-12 schools.

Insight's electronic catalog is located on our website, where customers can access manufacturer part numbers, product descriptions, Insight catalog list price, etc.:

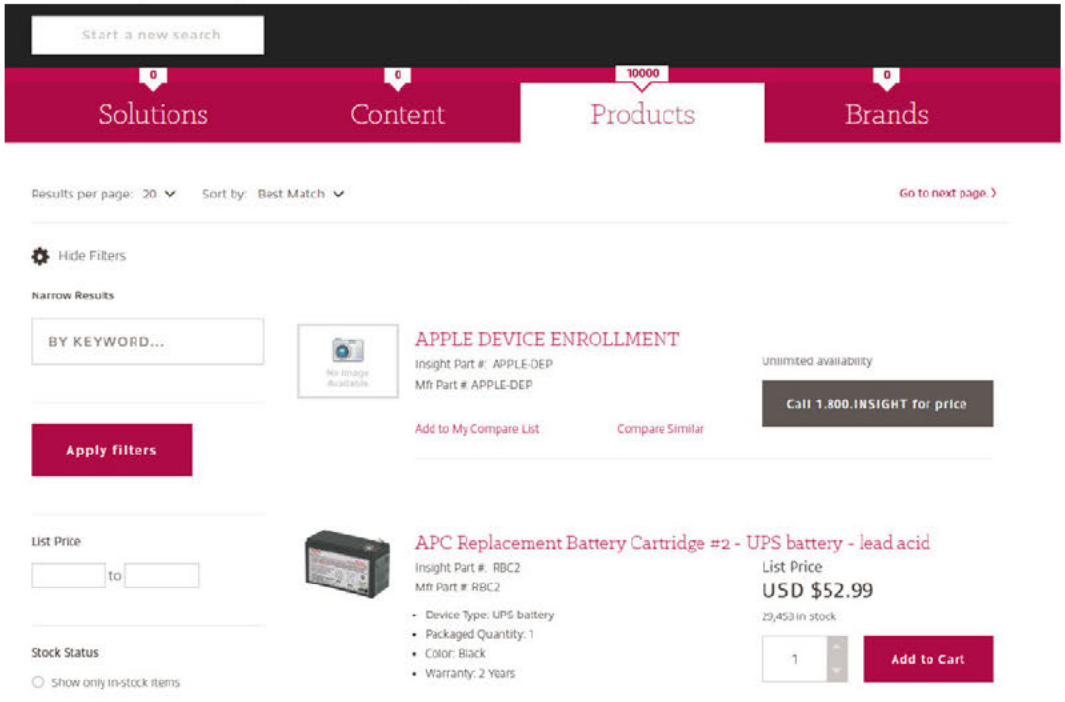
https://www.ips.insight.com/en_US/shop.html

Below, we have provided instructions detailing how to access this information.

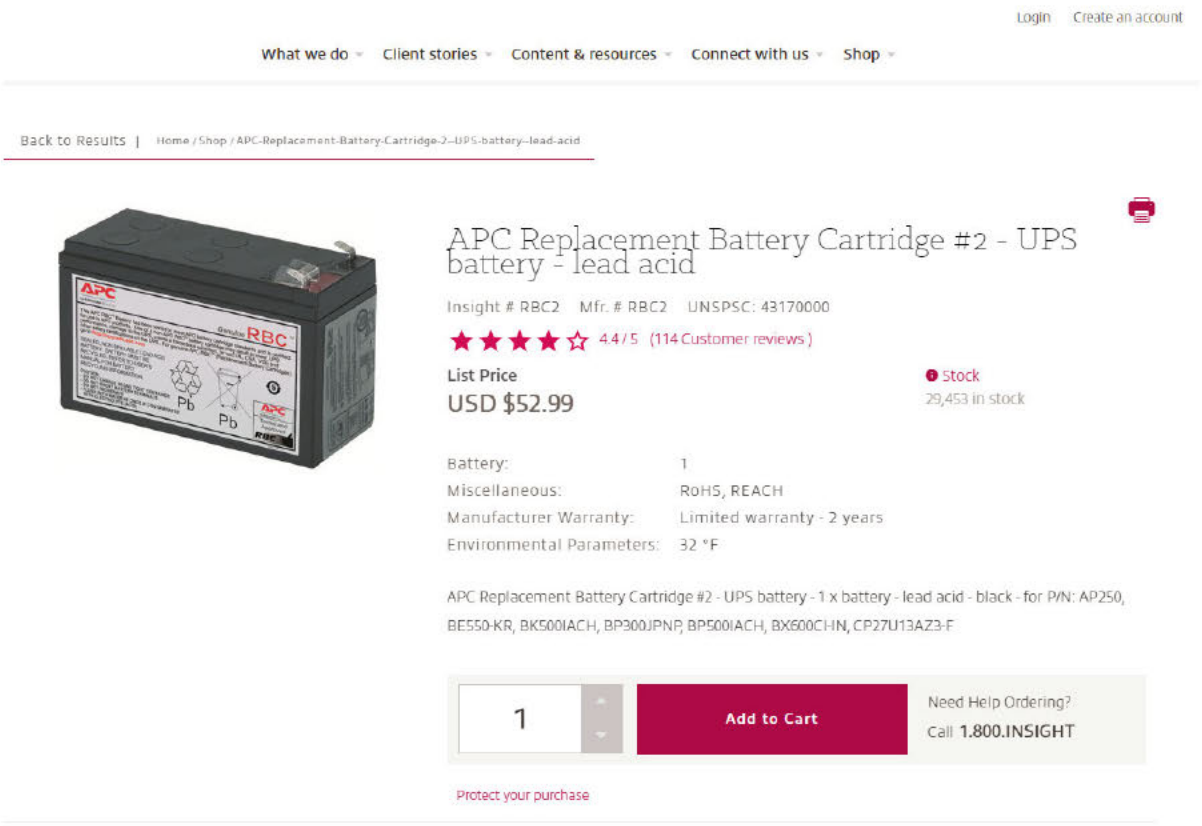
- Click on the link above, and then click "Search all products" to perform a search. (See screenshot below.)
- Customers also have the ability to "Shop by Category".



- Enter a keyword, product name, or part number in the search box, as shown below.



Below is a screenshot of a search result.



The search results presented in the screenshot above show the manufacturer part number, the Insight part number, product description and Insight's list price.

Should Insight be chosen as a successful vendor for this contract, we will update our dedicated OMNIA Partners web page (www.ips.insight.com/omnia) to show the Net Price to Cobb County (i.e., the not-to-exceed contract price).

We have provided a screenshot from our current OMNIA Partners web page for reference:



APC Replacement Battery Cartridge #2 - UPS battery - lead acid

Insight # RBC2 Mfr. # RBC2 UNSPSC: 43170000

★★★★☆ 4.4 / 5 (114 Customer reviews)

OMNIA PARTNERS PRODUCTS & SERVICES # 4400006644

USD $49.13

Stock
29,792 in stock

Battery:	1
Miscellaneous:	RoHS, REACH
Manufacturer Warranty:	Limited warranty - 2 years
Environmental Parameters:	32 °F

APC Replacement Battery Cartridge #2 - UPS battery - 1 x battery - lead acid - black - for P/N: AP250, BE550-KR, BK500IACH, BP300JPNP, BP500IACH, BX600CI-HN, CP27U13AZ3-F

1 Add to Cart Need Help Ordering? Call 1.800.INSIGHT

Protect your purchase

Services Pricing Discount Structure

With one of the deepest services portfolios in the United States, Insight is pleased to present the following as our proposed pricing structure for services and solutions.

The two components are:

- Service Category Rates
  - Cases where the work to be performed is presented to the client on a fixed fee or per unit basis.
  - Examples include per cable drop, per user, per device, and per engagement.

- Time & Material Rates
  - Cases where Insight is utilizing its internal resources to provide specific services based on contracted hourly rates.

Service category rates are as follows:

Service Category	Discount off Insight List Price
Consulting Services	10%
Consulting services drive value acrorss the entire enterprise through strategy, design, technology, and industry expertise—from guiding Agile and Scrum methodologies to leading OCM and transformation.	
Managed Services	10%
Managed services integrate with a client's operations and provide a full breadth of services ranging from reactive technical support to comprehenstive 24/7 monitoring, management, and reporting as well as services designed to cover infrastructure security.	
Professional and Lifecycle Services	10%
Professional services provide support to optimize IT environments across public, private, and hybrid infrastructure, enabling organizations to expand and evolve to meet the demands of application workloads, accelerating business transformation, and achieving strategic objectives.	
Other Services Not Listed Above	1%
As may be offered by Insight from time to time.	

Time & material rates are as follows:

Functional Role	Insight List Price (Hourly Rate)	Discount off List Price	Contract Not-to-Exceed Price (Hourly Rate)
Material Handler	$55.00	10%	$49.50
Service Desk Representative	$60.50	10%	$54.45
Services Technician – Cabling	$60.50	10%	$54.45
Deployment Coordinator	$66.00	10%	$59.40
Services Operations Specialist	$66.00	10%	$59.40
Services Technician Sr. – Cabling	$66.00	10%	$59.40
Service Desk Representative Sr.	$77.00	10%	$69.30

Systems Administrator	$88.00	10%	$79.20
Associate Consultant I	$104.50	10%	$94.05
Ops Business Analyst 2	$104.50	10%	$94.05
Supervisor Services	$104.50	10%	$94.05
Deployment Manager	$110.00	10%	$99.00
Billing Associate	$115.50	10%	$103.95
Infrastructure Technician II	$115.50	10%	$103.95
Project Coordinator	$115.50	10%	$103.95
Project Coordinator Sr.	$121.00	10%	$108.90
Business Analyst I	$132.00	10%	$118.80
Sr. Supervisor Services	$137.50	10%	$123.75
Infrastructure Technician Sr.	$143.00	10%	$128.70
Service Delivery Manager	$143.00	10%	$128.70
Associate Engineer	$154.00	10%	$138.60
Transition Manager	$159.50	10%	$143.55
Busines Analyst II	$165.00	10%	$148.50
Cabling Project Manager	$170.50	10%	$153.45
Associate Consultant II	$176.00	10%	$158.40
Consultant I	$187.00	10%	$168.30
Services Technician	$187.00	10%	$168.30
Services Technician Sr.	$187.00	10%	$168.30
Sr. Cabling Project Manager	$203.50	10%	$168.30
Client Services Manager I	$220.00	10%	$183.15
Consultant II	$220.00	10%	$198.00
Consultant	$225.50	10%	$198.00
Business Analyst Sr.	$231.00	10%	$202.95

Project Manager	$236.50	10%	$207.90
Consultant Sr.	$253.00	10%	$212.85
Engineer	$253.00	10%	$227.70
Project Manager Sr.	$269.50	10%	$227.70
Transition Manager Sr.	$269.50	10%	$242.55
Manager Programs	$275.00	10%	$247.50
Sr. Consultant	$275.00	10%	$247.50
Client Services Manager II	$286.00	10%	$257.40
Manager Services	$291.50	10%	$262.35
Engineer Sr.	$297.00	10%	$267.30
Delivery Engineer II	$302.50	10%	$272.25
Managing Consultant	$302.50	10%	$272.25
Architect I	$330.00	10%	$297.00
Sr. Managing Consultant	$335.50	10%	$301.95
Delivery Engineer III	$341.00	10%	$306.90
Principal Consultant	$363.00	10%	$326.70
Architect II	$390.50	10%	$351.45
Solutions Architect	$401.50	10%	$361.35
Sr. Principal Consultant	$423.50	10%	$381.15
Architect Sr.	$451.00	10%	$405.90
Sr. Manager Services	$605.00	10%	$544.50
Specialty	$660.00	10%	$594.00

The discount for the functional titles listed above shall remain consistent. The job titles themselves are reviewed annually and are subject to change as determined by Insight. A current price list will always be available at www.ips.insight.com/omnia.

b. *Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc. (if offered).*

Insight Response:

Insight will work closely with our manufacturer and publisher partners to provide the best possible prices for each opportunity. Clients will be highly encouraged to contact their sales teams when requesting pricing on larger volume purchases. Each manufacturer and publisher partner has different rules and offers related to large procurements. Insight will drive our internal resources and our partners to offer the best pricing available for each large volume purchase.

c. *If used, trade-ins, leasing/financing, or other offerings are available, provide applicable pricing and discounts.*

Insight Response:

Insight Global Finance (IGF) provides flexible IT financing and leasing services with flexible term lengths and repayment options to meet your organization's specific needs.

IGF offers a wide variety of cost-effective and timely IT financing options to help our clients leverage IGF financing options for hardware, software and services.

- Equipment Lease (FMV) – Allows you to return, purchase or extend at the end of your lease term.
- Capital Lease ($1.00) – Lease purchase vehicle that automatically terminates at the end of your lease term.
- Software Payment Agreement – Structured payments for software licenses and multi-year software subscriptions.
- Maintenance Payment Agreement – Structured payments for multi-year maintenance/warranty agreements.

Payment Options

- One- to Five-year Terms
- Monthly, Quarterly & Annual Payment Options
- 30, 60 & 90 day deferrals
- Custom Payment Streams (Step, Skip & Seasonal)

Leasing Value-Adds

- Small, medium & large ticket origination capabilities to handle any project size or equipment type
- Simple, transparent & fair documentation with no surprises or hidden fees
- No outsourcing. Our in-house knowledgeable, creative pre-sales team is ready to help assess and structure the right plan for your organization.
- Our dedicated, in-house operations team simplifies onboarding, order processing, and reporting.

- Vendor consolidation. Our team can help manage multiple financial solutions with a consolidated, vendor neutral approach.
- Partnership. Insight is a top tier partner with all the major manufacturer's captive financial institutions. We can assist with interactions between your organization and the captives, freeing up your employees' time and resources.

7. Financial Statements

Proposers shall submit a recent history of financial solvency and provide the following:

a. *Financial Statement: Include the most recent, independently certified financial statement. Financial statements must include a balance sheet and income statement.*

Insight Response:

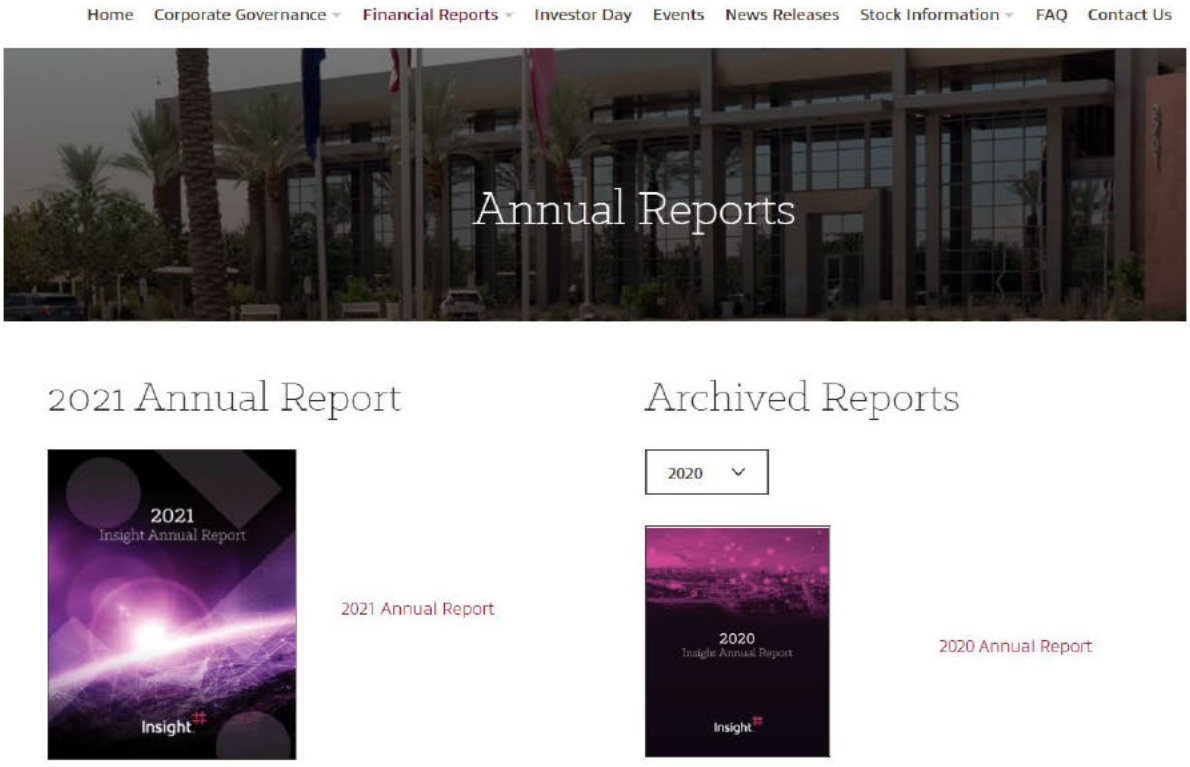
The combined Insight companies and their subsidiaries represent a $9.4 billion global enterprise and are the largest single source solution provider of computer technology and services in the U.S. While remaining small enough to service our public sector clients with personal attention, Insight Public Sector has the resources of the Insight family of companies behind us to support our efforts.

Insight Enterprises, Inc. is a publicly traded company and adheres to general accounting practices and principals. Insight Enterprises' latest Annual Report (year ending 2021) can be found on our corporate website here:

https://investor.insight.com/financial-reports/annual-reports/default.aspx

Our current Annual Report includes a total of three (3) years of the requested financial information. Cobb County can access our audited financial statements on pages 52-56 of our 2021 Annual Report.

Below is a screenshot of the Insight Investor Relations Annual Report Page.



On page 47 (page # listed at the bottom of the page), you will find the Index to Consolidated Financial Statements, identifying the pages in which to find Consolidated Balance Sheets (page 52) and Consolidated Statements of Comprehensive Income (page 54). A screenshot of the Index to Consolidated Financial Statements is below:

INSIGHT ENTERPRISES, INC.
INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

Item 8. *Financial Statements and Supplementary Data*

	Page
Reports of Independent Registered Public Accounting Firm	48
Consolidated Balance Sheets – December 31, 2021 and 2020	52
Consolidated Statements of Operations – For each of the years in the three-year period ended December 31, 2021	53
Consolidated Statements of Comprehensive Income – For each of the years in the three-year period ended December 31, 2021	54
Consolidated Statements of Stockholders' Equity – For each of the years in the three-year period ended December 31, 2021	55
Consolidated Statements of Cash Flows – For each of the years in the three-year period ended December 31, 2021	56
Notes to Consolidated Financial Statements	57

b. *Name and address of firm preparing the attached financial statement including a letter stating the independent audit or review has been performed by the firm.*

Insight Response:

KPMG LLP (Phoenix, Arizona) is the firm that prepared the financial statements, and we have included a letter from KPMG LLP stating that they have audited said statements. The letter can be found on the following pages.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and Board of Directors
Insight Enterprises, Inc.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Insight Enterprises, Inc. and subsidiaries (the Company) as of December 31, 2021 and 2020, the related consolidated statements of operations, comprehensive income, stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2021, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2021, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2021, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated February 18, 2022 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgment. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Evaluation of revenue recognition

As discussed in Note 1 to the consolidated financial statements, the Company recognizes revenue when it satisfies a performance obligation by transferring control of a product or service or by arranging for the sales of a vendor's product or service to a client. The Company measures

revenue based on the consideration received in a contract with a client, and excludes any sales incentives and amounts collected on behalf of third parties. The Company offers hardware and software products, as well as services. Given the number of product and service offerings, significant judgment is exercised by the Company in recognizing revenue, including the following decisions:

- Determining the point in time when a customer takes control of hardware.
- Determining the point in time when the customer acquires or renews the right to use or copy software under license and control transfers to the customer.
- Evaluating the Company as either a principal or an agent for hardware and software products and services, and the related recognition of revenue from the customer on a gross or a net basis.
- Determining an appropriate pattern of revenue recognition for service performance obligations.

We identified the evaluation of revenue recognition as a critical audit matter because the audit effort to evaluate the Company's revenue recognition judgments, including those noted above, was extensive and required a high degree of auditor judgment.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls over the revenue recognition process, including controls related to the timing and pattern of revenue recognition and gross versus net revenue recognition. As part of testing the Company's internal controls, we also involved information technology (IT) professionals with specialized skills and knowledge, who assisted in testing of general IT controls over significant systems and the evaluation of system interface controls and automated controls designed to determine the existence, accuracy, and completeness of revenue. We evaluated the Company's significant accounting policies related to its product and service offerings by reviewing the terms of certain vendor and customer contracts and comparing the policies to the revenue recognition standard. We selected a sample of revenue transactions and performed the following for each selection:

- Obtained evidence of a contract with the customer.
- Compared the amounts recognized and timing of revenue recognition to underlying documentation, including purchase orders, shipping documentation, and evidence of payment, if applicable.
- Evaluated the Company's application of their accounting policies to determine the timing and amount of revenue to be recognized.
- Tested the presentation of revenue as gross or net by comparing the Company's gross or net presentation to the attributes of the underlying vendor support and the Company's accounting policy.

/s/ KPMG LLP

We have served as the Company's auditor since 1990.

Phoenix, Arizona
February 18, 2022

c. *State whether the Proposer has ever had a bankruptcy petition filed in its name, voluntarily or involuntarily. If yes, specify all relevant details.*

Insight Response:

Insight has never had a bankruptcy petition filed in its name, either voluntarily or involuntarily.

8. National Contract

a. *Include a detailed response to Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses shall highlight experience, demonstrate a strong national presence, describe how Supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and report to OMNIA Partners.*

Insight Response:

Insight's response to **Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative Contract** can be found below.

OMNIA Partners Response for National Cooperative Contract

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

COMPANY

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

Insight Response:

Over our 34 years in business, Insight has expanded through both organic growth and acquisitions to match the advancement of technology. Having humbly begun in 1988 out of a garage in Tempe, Arizona, Insight Enterprises is now a $9.4 billion industry-recognized solutions integrator. Founders Tim and Eric Crown established Insight Enterprises as Hard Drives International, inspired by a business plan that took root in a college assignment and using a cash advance from a credit card to act on it. Helping our clients on their digital journey is at the heart of what we do. From our original location in the United States, we expanded nationwide and entered Canada in 1997 and the United Kingdom in 1998. We now operate in 18 countries with 39 global locations.

Through acquisitions and organic growth, we continued to increase our geographic coverage and expand our technical capabilities. Our track record of innovation marks our evolution as an industry-recognized solutions integrator differentiated by end-to-end expertise to envision, develop, securely deploy, and manage our clients' modern IT solutions at scale. Insight now ranks No. 373 on the Fortune 500, fulfilling a mission to help clients maximize the day-to-day value of IT while pursuing more incredible business transformation. Insight is also on the Channel Futures MSP 501, ranking No. 1 of IT service providers globally.

Our Offerings

Our offerings in North America and certain countries in EMEA and APAC include hardware, software, and services, including cloud solutions. Our offerings in the remainder of our EMEA and APAC segments consist of powerful software and certain software-related services and cloud solutions. On a consolidated basis, hardware, software, and services represented approximately 62%, 24%, and 14% of our net sales in 2021. This compares to 61%, 25%, and 14% of our net sales in 2020 and 60%, 27%, and 13%, respectively, of our consolidated net sales in 2019.

Our Areas of Expertise

Insight developed comprehensive solutions to meet the market demand and deliver meaningful client outcomes at scale. We quickly adapt to new innovative technology trends to advance our technical expertise. Our nearly 11,500 global teammates help organizations be ambitious in their digital transformation by providing Insight Intelligent Technology Solutions in the following key areas: Modern Workplace, Modern Apps, Modern Infrastructure, Intelligent Edge, Data and AI, and Cybersecurity.



Insight Public Sector, Inc.

Insight Public Sector, Inc. is one of the largest providers of technology to Public Sector clients in the United States. Insight brings a wealth of contract experience to our Public Sector clients, holding more than 250 contracts across the federal, state, local, and education verticals. We currently hold some of the largest contracts in the industry, from federal contracts, such as GSA and NASA SEWP, to national cooperative contracts like OMNIA Partners. We also hold state-wide contracts in over 40 different states. Collectively, these contracts and our dedicated Public Sector sales and services teams allow us to provide customized products and solutions that range from initial consulting, procurement, and product delivery to maintenance and support.

Insight's purpose is to make meaningful connections that help organizations run smarter. Our value is our ability to guide, advise, implement, and manage IT solutions for our customers. Our strategy is to deliver relevant IT solutions to our customers on a scalable support and delivery platform.

Our process knowledge and technical expertise allow us to assess, design and deploy IT solutions to help our customers enable, manage, and secure their IT environments. Our product fulfillment and logistics capabilities, management tools, and technical expertise make designing, deploying, and managing IT solutions easier for our customers while helping them control their IT costs.

B. *Total number and location of salespersons employed by Supplier.*

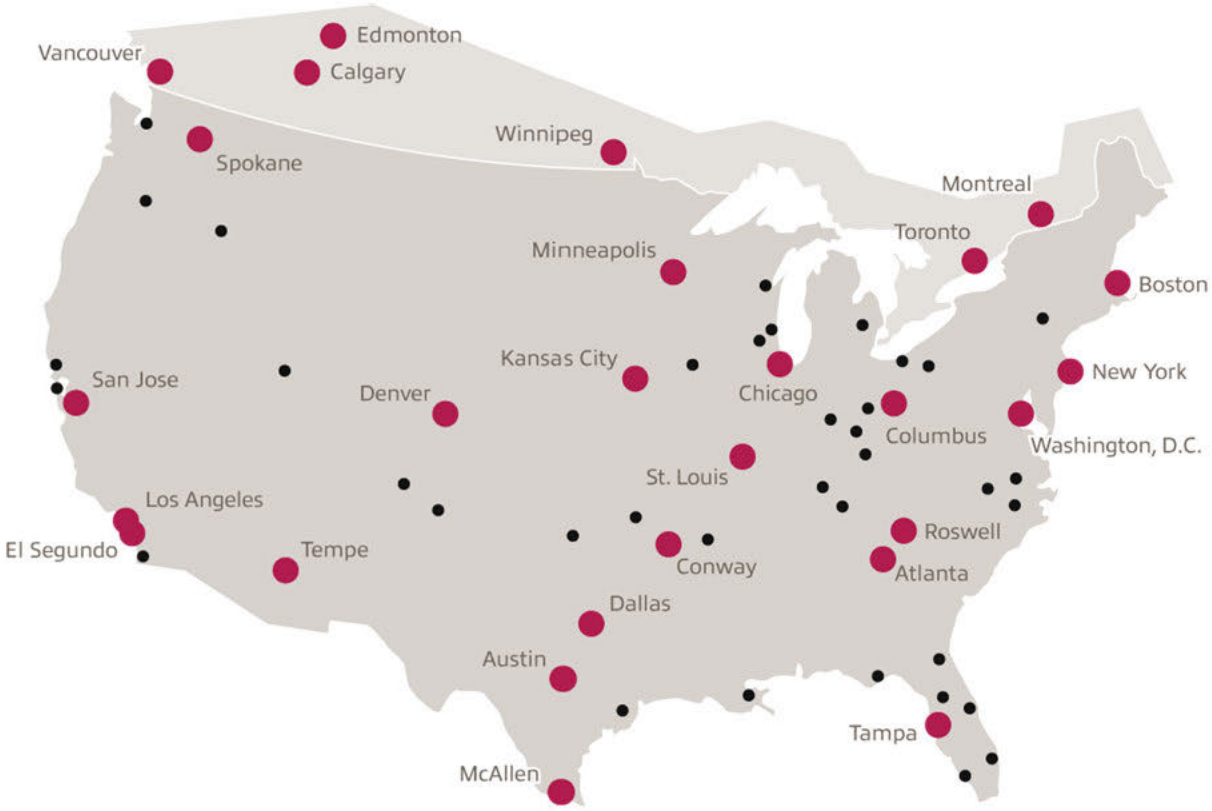
Insight Response:

Insight Enterprises, Inc.'s (Insight Public Sector's parent company) employee counts, as disclosed in our Annual Report filed for December 31, 2017-2021, are provided below.

	2021	2020	2019	2018	2017
Sales	3,670	3,380	3,193	2,455	2,512
Management; Support; Administration	2,955	2,820	3,961	2,424	2,024
Consulting and Delivery	4,612	4,410	3,822	2,384	2,007
Distribution	387	396	285	154	154
Total	**11,624**	**11,006**	**11,261**	**7,420**	**6,697**

Insight Public Sector, Inc. (Insight) has over 250 state, local, and education (SLED) sales, support, and management teammates located throughout the United States, who either work in one of our 50 North American office locations, or via a home-based office.

Insight Public Sector, Inc.
North America



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

Insight Response:

Insight's corporate headquarter office is located in Chandler, Arizona.

Distribution Facilities and Square Footage	
• Hanover Park, IL Warehouse (380,000 ft^2) • Lewis Center, OH (84,640 ft^2) • Fontana, CA (4,000 ft^2) • Worthington, OH (126,000 ft^2) • Montreal, Quebec (28,000 ft^2)	• Edmonton, AB (20,500 ft^2) • Calgary, AB (10,750 ft^2) • Sheffield, England (55,000 ft^2) • Ginsheim-Gustavsburg, Germany (21,527 ft^2)
Service Desk Locations	
• Chandler, Arizona • Plano, Texas	• Lewis Center, Ohio • Conway, Arkansas
Insight Hybrid Cloud Data Centers	
• ATL4 – Roswell, GA (Atlanta) (5,200 ft^2) • LAX4 – El Segundo, CA (Los Angeles) (4 Rack Cage)	• CMH1 – New Albany, OH (Columbus) (10,000 ft^2)

D. *Annual sales for the three previous fiscal years.*

Insight Response:

Insight Public Sector, Inc. SLED Sales *(in thousands of US Dollars)*

	2021	2020	2019
Products	$1,362,538	$1,044,098	$617,021
Services	$187,232	$141,190	$89,351
Total	**$1,549,770**	**$1,185,288**	**$706,372**

Insight Enterprises, Inc. Sales *(in thousands of US Dollars)*

	2021	2020	2019
Products	$8,120,127	$7,172,155	$6,732,121
Services	$1,315,986	$1,168,424	$999,069
Total	**$9,436,113**	**$8,340,579**	**$7,731,190**

a. *Submit FEIN and Dun & Bradstreet report.*

Insight Response:

Insight Public Sector's FEIN number is **36-3949000**, and a copy of Insight's 2022 Dun & Bradstreet report can be found in **Appendix D – Dun & Bradstreet Report 2022** at the end of our proposal document.

E. *Describe any green or environmental initiatives or policies.*

Insight is committed to protecting the environment, including pollution prevention to reduce the adverse environmental impacts of our activities and services. Through a program of continual environmental improvement and monitoring, we look for opportunities to reduce consumption and improve efficiency, including the consumption of energy from sustainable sources, monitoring and minimizing the generation of waste at the source, and taking steps so that waste is handled in a safe, environmentally acceptable manner.

We also promote the use of suppliers and contractors who are improving their environmental performance. We involve employees in the process of setting and publishing environmental objectives, improving the working environment, and seeking individual commitments and contributions to our initiatives.

Insight North America Green Initiatives

- Flexible work: We are providing more flexible work options, which reduces commuting and decreases requirements for office space.
- Less travel: We have reduced business travel and increased use of video conferencing with partners and clients to help conserve resources and encourage hybrid work practices.
- Smart lighting: We are replacing fluorescent lighting with energy-efficient LED lighting.
- Repurposing equipment: Office chairs are recycled and old telephony is donated to charity for reuse.
- Conservation efforts: We encourage teams to conserve power and use 100% recycled paper napkins and BioPAK disposable plates and cups in staff rooms.

Corporate Citizenship

Technology is one of our greatest resources for driving progress. In the 2022 Corporate Citizenship Report, learn how Insight continues to find new ways to build meaningful connections to help those we serve work and live smarter, and how the Ten Principles of the UN Global Compact guide how we do business.

Please click the link below to navigate to our 2022 Corporate Citizenship report on Insight.com.

https://www.insight.com/en_US/about/outreach-and-partnerships.html

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

Insight Response:

While Insight is not a minority, veteran or woman-owned small business, we are committed to the development and use of small businesses, including those owned by minorities, women, and veterans, when it makes good business sense and benefits all parties.

Insight recognizes that diversity sourcing is a key business driver for many of our clients. Insight's strategic partnerships can help clients meet these goals. We also recognize that each client brings a different set of requirements as it relates to their current diversity program and procurement process.

Insight offers a variety of programs that allow clients to leverage Insight's value-added services and global buying power, while having the opportunity to work directly with one of our certified diversity partners.

- Direct, strategic partnerships with diversity companies working side-by-side to provide solid business solutions for our shared clients.
- Sourcing products through Insight's supply chain of small and diverse suppliers.
- 3rd party leasing for Insight clients seeking diversity spend.

We believe that by creating long-term relationships and providing business opportunities for minority-owned, woman-owned, and small businesses, we are better able to serve our clients and support the diverse communities in which we do business.

Insight would be happy to discuss all available options should a Participating Public Agency want to learn more about our diversity programs.

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

- *Minority Women Business Enterprise*
  Insight Response: No
- *Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)*
  Insight Response: No
- *Historically Underutilized Business (HUB)*
  Insight Response: No
- *Historically Underutilized Business Zone Enterprise (HUBZone)*
  Insight Response: No
- *Other recognized diversity certificate holder*
  Insight Response: No

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

Insight Response:

Insight has relationships with dozens of subcontractors, some of whom do meet minority-owned standards. At this time, since we do not know what specific services will be requested, we do not have any subcontractors to name in our response. In general, we use subcontractors to augment our services staff so that we are able to assist clients throughout the country. Subcontractors are available for such projects as Microsoft consulting services, cabling, installation of communication systems in fleet vehicles, professional services, staffing, asset disposal, break/fix, and help desk services.

Insight has a formal subcontractor selection process in place which includes an in-depth business case review of the potential subcontractor by Senior Services Management, credit and background checks and execution of a Master Subcontractor Agreement. This review includes a thorough understanding of the subcontractor's capabilities, the ability of the subcontractor to meet Insight and client requirements, and a review of business references. Periodic audits are performed to ensure subcontractors are in compliance with Insight's contract and high performance standards.

I. *Describe how supplier differentiates itself from its competitors*

Insight Response:

Our clients are our number-one priority, so our primary goal is to deliver client value, which helps us earn client loyalty. We expect our clients to achieve advantages by leveraging our unique capabilities to provide end-to-end secure digital transformation solutions and services. From IT strategy and design to implementation and management, we meet clients wherever they are now and work alongside them to get them to where they want to be. Whether implementing public cloud or as-a-service workplace solutions, designing a next-generation or hybrid cloud data center, or leveraging sophisticated Internet-of-Things ("IoT") and artificial intelligence solutions to improve our clients' experiences, we provide technical expertise and advisory services to our clients as an industry-recognized solutions integrator. Our go-to-market framework for our cloud and digital expertise is built on over 30 years of broad IT experience combined with strategic acquisitions, new cloud and digital knowledge, and deep partner relationships. We are uniquely positioned to help our clients maximize the values of their technology today – and accelerate tomorrow.

Each of our areas of expertise represents a discrete area of growth for our business. When connected, they provide a platform for our clients to leverage our breadth of knowledge to solve their most relevant challenges. Powered by Insight's legacy technology supply chain expertise, we can support our services offerings within the hardware, software, and cloud solutions from market-leading and emerging manufacturer brands. We employ centralized and field-based sales, engineering, and services resources to execute our strategy to connect with our clients. We also invested in technical engineers, architects, and software developers who create and deliver integrated IT solutions to our clients globally, a capability we believe differentiates us in the marketplace.

Insight offers the most extensive product selection in the industry and a full range of services, including enterprise consulting, high-performance systems, integration, configuration, deployment, lifecycle management, and networking design. Our status as a global provider of IT products and services with 11,000+ employees located worldwide and our stature as a Fortune 500 company makes Insight a 'Trusted Advisor.' Our breadth of capabilities provides our clients with substantial buying power while following our business model to work with our clients to perform customized services such as you would find with a smaller Value-Added Reseller (VAR).

Single Source Provider & Super Solution Integrator

When evaluating IT suppliers, it is essential to look at the entire procurement process. IT management includes more than just buying a product. The value of the reseller relationship — the ease of having one contact to handle all your IT needs, from product procurement to services to asset disposition is a key component to your success. Using Insight as your single-source provider for IT products and services means you have only one relationship to build and maintain. It eliminates the need for multiple purchase orders, invoices, and chances for error. Today, organizations are facing more challenges than ever before. Organizations are assessing how to optimize IT operations and free up funds for the innovation required to manage today and prepare for a future that could be much different than anticipated.

Manufacturer & Publisher Relationships

Insight receives the best pricing offered by the central IT hardware manufacturers and publishers, such as HP, Inc., IBM, Lenovo, VMware, and Cisco. These strong relationships allow Insight to acquire better product allocations and higher levels of support than many of our competitors. Insight is proactive and aggressive in our efforts to lower our clients' costs continuously. We will employ our extensive manufacturer and publisher relationships to negotiate on our clients' behalf to reduce costs.

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

Insight Response:

Insight is not involved in any pending or threatened legal proceedings that we believe would reasonably be expected to have a material adverse effect on its business, financial condition, or results of operations. Insight has never filed for bankruptcy.

K. *Felony Conviction Notice: Indicate if the supplier:*

a. *is a publicly held corporation and this reporting requirement is not applicable;*
b. *is not owned or operated by anyone who has been convicted of a felony; or*
c. *is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions;*

Insight Response:

Insight is a wholly-owned subsidiary of a publicly held corporation and the reporting requirement is not applicable.

L. *Describe any debarment or suspension actions taken against supplier.*

Insight Response:

Insight has not had any debarment or suspension actions taken against it.

DISTRIBUTION / LOGISTICS

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

Insight Response:

Insight is offering Cobb County and all Participating Public Agencies our complete portfolio of hardware, software, cloud solutions, and services, including but not limited to the following.

Hardware Product Offerings

We offer products from hundreds of manufacturers, including such industry leaders as Cisco, Dell/EMC, HP Inc., Lenovo, Hewlett Packard Enterprise Company ("HPE"), NetApp, Apple, Microsoft, and IBM. Our scale and purchasing power, combined with our efficient, high-volume, and cost-effective direct sales and marketing model, allow us to offer competitive prices. We believe that providing choices from multiple partners enables us to better serve our clients by providing various product solutions to address their specific technology needs.

In addition to our distribution facilities, we have "direct-ship" programs with many of our partners, including manufacturers and distributors, allowing us to expand our product offerings without increasing inventory, handling costs, or inventory warehousing risk exposure. As a result, we can offer billions of dollars of virtual inventory products to fulfill our performance obligations to our clients. Convenience and product options among multiple brands are vital competitive advantages compared to manufacturers' direct selling programs, which are generally limited to their brands and may not offer clients a complete or best-in-class solution across all product categories.

Our Hardware Life Cycle Services consists of sourcing, procuring, staging, configuring, integrating, testing, deploying, refurbishing, and redeploying IT products spanning endpoints to infrastructure, regionally, or across the globe via the Insight footprint and our extensive engaged network of suppliers.

Software Product Offerings

Our clients acquire software applications from us through licensing agreements with software publishers or boxed products. We offer products from hundreds of publishers, including such industry leaders as Microsoft, VMware, Adobe, IBM Software, Symantec, and Citrix. As software publishers choose different models for implementing licensing agreements, organizations must evaluate the alternatives to ensure that they select the appropriate contracts and comply with the publishers' licensing terms when purchasing and managing their software licenses. With many publishers now offering public cloud-based software solutions in place of licenses consumed on-premise, we expect to continue migration to the cloud-based software alternatives. Our software lifecycle services consist of portfolio management, compliance, integration, and adoption, on-premise or in the cloud, regionally or globally.

Solutions and Services Offerings

As a comprehensive Solutions Integrator (SI), Insight takes a client-focused approach to helping organizations identify, adopt, and manage the most appropriate solutions to drive digital transformation and modernization for innovation. Our Areas of Expertise include the Modern Workplace, Modern Apps, Modern Infrastructure, Intelligent Edge, Cybersecurity, and Data and AI. With proven methodologies and experienced teams, we help enable operational efficiencies,

gain business agility, mitigate risk, manage compliance, address spiraling data growth, and meet the demands of the modern workplace.

Our client-focused approach ensures the most appropriate solutions to drive digital transformation and modernization for innovation.



Modern Workplace

Due to the recent rapid mobilization of the workforce, a dramatic shift in the IT support needs of the landscape of the typical workplace has changed forever. We help our clients modernize essential workplace products, platforms, and workflows to create enhanced environments for secure productivity and flexibility. Insight is dedicated to steadily enhancing end-users' experience as an established leader in the industry.

For five consecutive years, Insight's Workplace Services has been distinguished in Gartner's Magic Quadrant for focusing on clients' needs, having a cost-savings approach, and providing vital support for hybrid workforce and endpoint solutions. Insight can simplify the management of our clients' IT Lifecycle and enable a fast hybrid "work anywhere" environment for their workforce. We will consistently provide comprehensive device services (including DaaS, Managed Endpoint, warehousing, and multi-media messaging) for clients through assessment and strategy engagements.

Modern Apps

The applications our clients leverage to enable workers and delight end users can be a crucial differentiator for your organization. Applications are critical to operations, but it's common to struggle with challenges, from poor user experiences to skills gaps. An underperforming application environment often forces developers to find workarounds and IT to make quick fixes while the organization experiences a significant drag.

We build modern business applications using repeatable methodologies and an agile, user-centric approach to help our clients' organizations innovate, differentiate, and grow. We future proof our clients' critical applications for increased innovation and organizational agility.

Modern Infrastructure

Technology-driven transformation is on a steep growth trajectory. Insight helps organizations modernize to drive value with proven technology architectures and flexible cloud and data solutions. The result is leveraging technology investments to create an engine of growth.

We architect and deliver modern infrastructure solutions, management, and support spanning cloud and data center platforms, modern networks, and edge technologies, to enable our clients' organizations' digital transformation. We strive to exceed our clients' demands to accelerate faster in the cloud, and our knowledgeable teams maintain essential relationships with crucial cloud partners.

Intelligent Edge

Traditional architectures are focused on the data center. Modern architectures incorporate cloud and hybrid cloud, converged solutions, and potential solutions like containers. The intelligent edge extends the perimeter to new places — factory floors, cornfields, retail stores, wind turbines, surgical units, coal mines, and nearly anywhere you could imagine. We architect and deliver edge solutions spanning network, compute, storage, and artificial intelligence ("AI") and machine learning ("ML") to drive value and deliver ongoing support for the IoT.

Although some aspects of the intelligent edge mirror traditional approaches, there are many novel considerations. Go from idea to execution with Insight. Our team can support clients using case identification, strategy, architecture and design, deployment, testing and optimization, and monitoring and management — the full spectrum of realizing your intelligent edge.

Data & Artificial Intelligence (AI)

Insight brings multidisciplinary expertise, hardened skills across all major technology partners, and a depth of vision that outperforms our competition. We modernize data platforms and architectures and build data analytics and AI solutions that transform our clients' operations and user experiences.

What Insight can deliver to our clients:

- Modern data platforms, cloud, and infrastructure.
- Data, AI, and ML solutions use case development, design, and implementation.
- Data and analytics estate development/re-development and unification.
- Security and governance for data and AI solutions.

Cybersecurity / Security and Networking

Innovation and growth are necessary. Thus, networking and security best practices must keep evolving. Our team can offer guidance and technical support at every step, focusing on aligning business and IT strategies. Insight delivers comprehensive ransomware and cyberthreat prevention and protection solutions and strategies while enhancing visibility and context with fewer manual inputs.

What we'll provide to our clients:

- Alleviate large-scale security teams through simplified security management.
- Security framework implementation (Secure Access Service Edge, Zero Trust, software-defined).
- Wireless connectivity architectures and implementations, including CBRS and standup outdoor units.
- Security for hybrid cloud and multi-cloud leveraging automation.
- Artificial Intelligence (AI), machine learning, and advanced methodologies.
- Modern data protection spans cloud, edge, and on-premises environments, encompassing data classification, governance, compliance, and disaster recovery.
- Software-defined technologies, including SD-WAN, SD-LAN, and SDDC.

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

Insight Response:

Insight maintains a primary inventory of $70 to 80 million on hand in Hanover Park, Illinois. This inventory is not shared or divided among other geographic offices. Many of our nationwide competitors can claim to have larger inventories; however, when it is distributed to hundreds of locations or franchises across the country, the inventory is much smaller, diffused, and harder to consistently allocate to our clients. Insight works closely with our major business partners to privatize inventory and will stock additional products to meet specific project and rollout schedules.

Insight's 380,000 square foot distribution center and configuration lab is a state-of-the-art facility ensuring maximum efficiency. The latest innovations in radio frequency monitoring, bar coding, batch/zone picking, and automated product movement, allow Insight to ship over 4,500 orders per day.

Insight also can draw an additional $2 to $3 billion in inventory from several nationwide distribution centers. Insight is currently online (real time) with Ingram Micro and TD Synnex. We can access their inventories from our systems to view additional inventory. Many dealers prefer to wait and receive their own allocation of product from the manufacturer. At Insight, we view second sourcing as an intangible value added that helps us deliver product faster and make our clients more efficient. We can find any product, anywhere in North America.

Product from these locations can be drop shipped and sent via overnight carrier if requested by our clients.

As a product becomes increasingly difficult to procure, Insight will ask for and receive the distribution data history for the product and call all the companies that obtained shipments from the manufacturer.

Finally, Insight has established a network of distribution partners that we utilize on a regular basis. Our purchasing staff will call this channel of contacts and work to procure product when necessary.

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

Insight Response:

Insight takes contract compliance very seriously, and we have a dedicated Contract Compliance team that sits under Legal to ensure we're adhering to the terms and conditions of our contracts.

From a systems perspective, Insight has a Contracts Module that is designed specifically to reduce possible human error. The system calculates the contract sell price, preventing anyone from charging more than the approved contract price. This function disallows the sales team from saving a quote or order unless the price is at or below the contracted price. Insight's Compliance team is the only team capable of assigning a contract to an account. The system, through a series of rules, automatically assigns the products to the contract. Sales cannot misrepresent that a specific product is on contract when it is not. The Compliance team audits the sales activity and reviews every new account for accuracy (so that the contracts related are accurate).

Insight does not have any retail or in-store locations, nor we do sell our products, services, and solutions through distributors. All sales will be made directly through Insight via our sales teammates.

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

Insight Response:

Products shipped from Insight's Distribution Facility in Hanover Park, Illinois, can be shipped via UPS, FedEx, Truckline, major air/heavy freight carriers such as Ceva, PGL, or a client-requested carrier. The number of business days for delivery after receipt of order varies based on the method in which the product was shipped (i.e., UPS, FedEx, etc.) and the priority it was shipped.

Due to our large shipping volume, Insight has negotiated some of the best rates with many of the carriers listed. Insight will ship products using the most aggressive priced carrier depending on poundage and scheduled delivery. Insight will adhere to specific client requests to use a different carrier and/or upgrade to a "Priority" shipment.

Because Insight cares about the security of our clients' shipments, we have instructed our delivery agents not to leave packages at a client location without a signature. Clients may choose to have their order delivered to an alternate location if they will not be available to receive it.

For hardware, we have "direct-ship" programs with many of our partners, including manufacturers and distributors, allowing us to expand our product offerings without increasing inventory, handling costs or inventory risk exposure. As a result, we can provide a product offering with billions of dollars of products in virtual inventory. Convenience and product options among multiple brands are key competitive advantages compared to manufacturers' direct selling

programs, which are generally limited to their own brands and may not offer clients a complete or best-in-class solution across all product categories.

Insight will provide free basic best way ground shipping for all applicable orders placed under the Master Agreement to any Participating Public Agency within the continental United States.

Should a Participating Public Agency require expedited and/or a customized shipping solution or if the product is considered heavy weight, we will provide a written quote of estimated freight charges prior to order placement. As standard business practice, shipments are delivered Monday through Friday, with no deliveries on weekends or holidays. We do offer limited Saturday delivery service; however, this service is not available for all products, from all shipping warehouses, or for all delivery locations. There is no online option for setting a shipment for Saturday delivery. In order to check on the availability of Saturday delivery for your desired product, please call us at **1.800.INSIGHT** (1.800.467.4448).

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

Insight Response:



Insight provides inventory management and warehousing services from our Insight-operated Distribution and Integration Facilities in the United States, Canada, UK, and Germany. Our facilities ensure maximum efficiency, boasting the latest innovations in radio frequency monitoring, bar coding, batch/zone picking, and automated product movement, allowing us to ship over 4,500 orders per day in the U.S. alone.

Insight's flagship Hanover Park facility houses our primary inventory of $70-$80 million in products from over 1,500 leading manufacturers. Our inventory is not shared or divided among other geographic offices. At 380,000 square feet, this location provides us the ability to offer our clients enhanced lifecycle services. The largest of its kind, we offer warehousing, integration, and break/fix services.

Insight's acquisition of PCM in 2019 complemented our supply chain optimization solution offering and added scale by increasing our distribution center footprint in North America. Facilities included with the acquisition include:

- Lewis Center, OH: 84,640 ft^2
- Worthington, OH: 126,000 ft^2
- Fontana, CA: 4,000 ft^2
- Edmonton, AB: 20,500 ft^2
- Calgary, AB: 10,750 ft^2

These facilities allow for a combined 594,000+ ft^2 across North America.

MARKETING AND SALES

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

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

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

Insight Response:

As a current OMNIA Partners Supplier who has worked with the OMNIA Partners team (and the U.S. Communities team before that) for over thirteen years, Insight has the experience and the knowledge needed to roll out and implement a new OMNIA Partners contract. As such, we fully anticipate a seamless transition from our current contract to a new contract award. As part of that transition, here are the activities we will undertake for implementation of the new Master Agreement.

90-Day Implementation Plan	
Within 10 days of award	Our Senior Vice President of Public Sector, Scott Friedlander, will provide his endorsement and sponsorship of the award as Insight's strategic go-to-market contract vehicle for our SLED customers to the following groups: • Executive senior leadership at OMNIA Partners • Executive senior leadership at Insight • Insight's extended SLED sales teams
Within 30 days of award	Our National Account Manager, Erica Falchetti, will connect with her counterparts at OMNIA Partners to have an initial kickoff call to discuss timelines and expectations. Insight's Contract Compliance Team will set up the new contract in our SAP system, ensuring that the pricing structure proposed in our response is reflected accurately in the system. A required training will be conducted by our National Account Manager and our Contract Compliance Team for all Insight SLED sales, services, and operations teammates to ensure there is a clear understanding of the deliverables, service-levels, and related information.
Within 60 days of award	Insight will reach out to all agencies who have a formal piggyback contract in place under the current contract so that a new formal piggyback contract can be created under the new contract award.
Within 90 days of award	Insight will connect with the OMNIA Partners Sales team and Member Development team to provide training on our new contract.

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

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

Insight Response:

Please see the 90-Day Implementation Plan above.

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

Insight Response:

Please see the 90-Day Implementation Plan above.

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

Insight Response:

As a current OMNIA Partners Supplier who has worked with the OMNIA Partners team (and the U.S. Communities team before that) for over thirteen years, Insight has the experience and the knowledge needed to market a new OMNIA Partners contract. Here are the activities we will undertake to market the Master Agreement.

90-Day Marketing Plan	
Within 30 days of award	The Insight and OMNIA Partners marketing teams will meet to discuss and plan activities to promote the new contract. This will include Electronic Direct Mail, marketing collateral, and updates to both Insight's and OMNIA Partners' websites. A deadline will be set for finalizing the deliverables.
Within 60 days of award	The Insight and OMNIA Partners marketing teams will meet to review collateral and discuss any other planned marketing outreach efforts.
Within 90 days of award	All collateral will be finalized and a timeline will be created for distributing the marketing collateral to existing Insight clients and to registered members of OMNIA Partners.

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

Insight Response:

Insight commits to attend and participate with OMNIA Partners at national, regional, and supplier-specific trade shows, conferences, and meetings throughout the term of the Master Agreement.

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

Insight Response:

Insight commits to attend, exhibit at, participate in, promote, and market the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Insight has been exhibiting at the NIGP Annual Forum for over ten years.

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

Insight Response:

Insight will work with OMNIA Partners to create a national print advertising campaign for this contract. Among the possible publications for consideration are Center for Digital Government / Center for Digital Education / Government Technology, EDUCAUSE Review, and American City & County. We currently partner with OMNIA Partners on these types of advertising activities.

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

Insight Response:

Insight will continue to work closely with OMNIA Partners in the development of a mutually agreeable marketing plan. We believe that marketing efforts should be primarily focused on decision makers in both procurement and IT, as we have found that marketing to these higher-level decision makers results in a significantly higher return on investment.

The following is a general overview of our marketing commitment.

Insight Commitment

Insight commits to spend up to 0.25% of contract revenue in marketing activities to promote the contract. These activities will include, but not be limited to, participating in tradeshows, creating co-branded marketing collateral, developing sales contests, driving awareness of the contract, and other activities as determined by Insight management.

Incremental Funding

Insight will make a coordinated effort internally to work with our manufacturer and publisher partners to provide incremental marketing funds for promotion of the contract and the manufacturer's/publisher's products and solutions.

Collateral

Insight will work with OMNIA Partners to create marketing collateral, similar to what we've done under the current contract. An example of that collateral is included in **Section 9 – Appendices, Appendix E**.

Case Studies

Insight will work with OMNIA Partners to document case studies, similar to what we've done under the current contract. An example of a case study is included in **Section 9 – Appendices, Appendix F**.

Electronic Direct Mail (EDM)

Insight will create EDMs for our "opted-in" public sector clients to make them aware of the new contract.

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

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

Insight Response:

Insight currently has a dedicated OMNIA Partners internet web-based homepage on our website, located here: www.ips.insight.com/omnia. Upon notice of an award, we will update the website with information about the new contract.

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

Insight Response:

As an existing contract holder with OMNIA Partners, Insight has spent the last thirteen years actively marketing and promoting our contract to Participating Public Agencies. During that time, over 5,000 registered agencies have chosen to purchase from us through our OMNIA Partners contract. Insight is completely committed to the marketing and success of this contract and will continue in our go-to-market sales strategies including:

- Insight will seek to leverage this contract with our more than 60,000 current public sector clients by utilizing our existing sales teams and processes, as well as through the marketing activities described elsewhere in this response.
- Insight sales teams will proactively engage the local vendor community to promote this contract's value proposition and its specific value to their relative local contractual situations.

The following is a list of SLED multi-state cooperative contracts held by Insight. This list does not include contracts where Insight has been named as an authorized reseller on a manufacturer-held contract, as we are not the primary contract holder for such contracts.

- NASPO ValuePoint Software VAR
- Equalis Group
- NASPO ValuePoint Cloud Solutions
- Sourcewell (Cisco & Microsoft Unified Communications Solutions)

While we understand that our existing contracts may be viewed as an obstacle to our ability to succeed in and broaden this contract, Insight believes our existing contractual relationships are actually a benefit to OMNIA Partners. We will seek to leverage the existing relationships that we have developed under these contracts to:

- Transition clients over to the OMNIA Partners contract (when possible).
- Position the OMNIA Partners contract with clients as an alternative contract vehicle for all items not covered by their existing contracts.
- Discuss the value of moving their acquisition efforts to the OMNIA Partners contract with procurement officials. Ideally this conversation should be pursued jointly with both the appropriate local vendor partners and the OMNIA Partners Regional Managers and Member Development Managers.

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

Insight Response:

Insight agrees to provide our logo to OMNIA Partners and agrees to provide permission for reproductions of such logo in marketing communications and promotions. Insight also acknowledges that use of the OMNIA Partners logo will require permission for reproduction.

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

i. *Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*
ii. *Best government pricing*
iii. *No cost to participate*
iv. *Non-exclusive*

Insight Response:

Insight confirms that we will be proactive in our direct sales of goods and services to Public Agencies nationwide and that we will follow up on any leads established by OMNIA Partners. We have an existing email alias, OMNIA@insight.com, where leads are currently sent, and those leads are immediately forwarded to the appropriate Insight sales teammate.

Insight further confirms that all sales materials will be presented to the OMNIA Partners marketing team for review before they are distributed to Public Agencies. Insight commits that our sales materials will communicate 1) executive leadership endorsement and sponsorship, 2) best government pricing, 3) no cost to participate, and 4) the fact that our award is non-exclusive.

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

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

Insight Response:

Insight confirms that we will train our national sales force on the Master Agreement, and that the training will include 1) key features of the Master Agreement, 2) working knowledge of the solicitation process, 3) awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, and 4) knowledge of benefits of the use of cooperative contracts.

Upon contract award, our SLED sales teams will participate in mandatory training on the new contract, including all details on our corporate, pricing, and sales commitments. On a continuing basis, extensive training on the OMNIA Partners contract will be provided to all new sales and support staff before entering the sales floor. Additionally, we will provide annual refresher trainings to our sales, services, and support teams so they remain current and focused on our primary offering.

Every Insight teammate who works with public sector clients must go through a series of specific trainings to ensure that the teammate understands not only the public sector client but also acknowledges that they will adhere to all applicable laws, regulations, and policies that are involved with providing service to a client in the public sector, including our contracts.

Training sessions are handled by Insight's Learning & Development and Compliance Teams. We drill down to the individual teammate's responsibilities and specific client base to ensure he or she understands the contracts that will be supported by the teammate.

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

i. *Executive Support*
ii. *Marketing*
iii. *Sales*
iv. *Sales Support*
v. *Financial Reporting*
vi. *Accounts Payable*
vii. *Contracts*

Insight Response:

Insight's OMNIA team is as follows:

i. Executive Support: Scott Friedlander, Senior Vice President – Public Sector, scott.friedlander@insight.com, 703.594.8129

ii. Marketing: Kathy Kramer, Marketing Manager, katherine.kramer@insight.com, 937.415.9427

iii. Sales: Erica Falchetti, Sr. SLED Market Leader – Capture & Business Development, erica.falchetti@insight.com, 480.333.3071

iv. Sales Support: Tone Tuskan, Manager – SLED Client Operations, tone.tuskan@insight.com, 509.742.2283

v. Financial Reporting – Virginia Mace, SLED Compliance Specialist, sledreporting@insight.com, 480.333.3068

vi. Accounts Payable – Virginia Mace, SLED Compliance Specialist, sledreporting@insight.com, 480.333.3068

vii. Contracts – Brittany Dunaway, Manager – SLED Compliance, sledcontracts@insight.com, 480.366.7029

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

Insight Response:

Insight has four Sales Market Leaders who oversee all our sales teams. Kevin Hallihan leads our field sales teams in the East and Central, Brian Louderback leads our field sales teams in the West and TOLA, Ken Richter leads our national inside sales teams, and Clayton Boras leads a team dedicated to higher education entities. All told, we have over 100 dedicated sales teammates and managers who sell only into the state, local, and education space.

These sales teammates are supported by an additional 150+ dedicated SLED client operations, software, services support, business development, and contract compliance teammates. Sales and support teammates are spread throughout the U.S., both in company offices and in remote home offices. This coverage helps to ensure our clients have access to a team of people at Insight, regardless of what time zone they may be in.

We have provided an organizational chart in **Section 9 – Appendices, Appendix A**.

The highest level executive in charge of the sales team is Scott Friedlander, Senior Vice President –Public Sector. His contact information is as follows:

Scott Friedlander, SVP Public Sector
scott.friedlander@insight.com
703.594.8129

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

Insight Response:

Many of Insight's 100+ SLED sales teammates already have relationships with their OMNIA Partners counterparts, both in Sales and in Member Development. Additionally, our sales teams have years of experience in positioning and selling the value of the OMNIA Partners contract. Our commitment to growth is reflected in our contract sales, which have increased steadily over the past 13 years, and which have more than doubled since we were awarded the most recent contract back in 2016.

Additionally, Insight invests more than $500,000 annually in marketing and sales development funds specifically towards growing sales under our existing contract. Upon award of a new contract, we are fully committed to making continued large investments in this area.

Insight will continue to partner with the OMNIA Partners team through joint sales calls, tradeshow attendance, and participation in team calls.

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

Insight Response:

As an existing Supplier with OMNIA Partners, Insight has over 13 years of experience in managing the national program. We have long-standing relationships with the OMNIA Partners team, including Marketing, Partner Development, Member Development, and Sales.

Upon award of a new contract, we will continue our regular cadence with these teams, which includes a monthly meeting between the Insight and OMNIA Partners marketing teams, regular participation on sales team calls, and consistent communication with our designated Vice President for Partner Development.

Erica Falchetti will continue to serve as Insight's National Account Manager and will be responsible for coordinating activities between Insight and OMNIA Partners. Additionally, Insight's Contract Compliance team will be responsible for the administration of the contract and will ensure that we are remaining compliant with the terms and conditions of the contract.

Any leads that come to us from either the OMNIA Partners Sales team or the Member Development team will be immediately handed over to the Insight account executive for that Participating Public Agency. If we don't have an account set up for the agency (which, in our experience, is rare), the Insight account executive will ensure one is created in a timely manner.

Insight understands that the success of our contract is dependent on clear lines of communication, and we commit to strengthening our relationships with the OMNIA Partners team to ensure the communication continues throughout the term of this Master Agreement.

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

Insight Response:

Insight's gross sales to SLED entities in fiscal year 2021 totaled $1,362,538,000.

Below is a list of Insight's ten largest SLED clients, along with the total purchases for fiscal year 2021. Contacts at the below agencies have not given their approval for their information to be publicly released. Should you need to contact any of these agencies, please reach out to Erica Falchetti, erica.falchetti@insight.com.

- Tennessee Department of Finance and Administration ($46,164,000)
- Washington Consolidated Technology Services ($30,331,000)
- Colorado Governor's Office of Information Technology ($25,959,000)
- Texas Health and Human Services Commission ($21,953,000)
- Mesa Unified School District ($21,089,000)
- New Jersey Judiciary Court System ($19,286,000)
- Miami-Dade County ($18,892,000)
- Kentucky Commonwealth Office of Technology ($17,671,000)
- Iowa Office of Chief Information Officer ($17,330,000)
- New Jersey Office of Information Technology ($15,012,000)

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

Insight Response:

Insight's account management model integrates a deep footprint of field sales representatives and consultants with inside sales personnel in locations around the United States.

Our account management approach ensures our clients have expert support and strategic alignment of their hardware, software, cloud, and services requirements. Our clients' IT technology and procurement teams will benefit by having the advantage of working with a dedicated account team that is familiar with and adheres to their internal processes and methodologies.

Insight utilizes SAP as the internal ERP system for managing client account information. SAP also supports various order entry and inventory control functions.

Quotes and Order Placement

Quotes can be requested electronically through Insight's e-procurement portal, or via an agency's dedicated account team (via email, phone, or fax). All mediums will elicit pricing, product availability, configuration, and shipping information.

Using Insight's web portal, end users can save items in their cart as a quote for purchase later. Saved quotes can also be emailed. Should the user decide to (and have the authority to) purchase the quoted items, the saved quote can be turned into an order that will be placed online.

Insight's web purchasing portal displays an order confirmation screen after the order has been placed. The end user or user account that placed the order will also receive the following via email:

- A copy of the notification confirming the web order has been received
- Advanced Shipment Notification (ASN) when product from the order ships. Below is an example of the Advanced Ship Notification (email that Client/Buyer Receives)

ADVANCE SHIP NOTICE

Your order has been picked and packed for shipping. Please see your tracking number(s) below. If tracking information is not yet available, please check it again the following business day. We appreciate your business and are committed to delivering excellent service.

Material	Description	Order Qty	Shpd Qty	Ship Date
CHS-7080-MFF	OPTIPLEX 7080 MFF I5-10500T 8GB 256SSD B See below Delivery 0820737617	10	10	19-JAN-2021
210-AUNF-CHSPSC	DELL 22 MONITOR - E2220H See below Delivery 0820737617	27	27	19-JAN-2021

Serial #: 9DYXD73, 9F0XD73, 9F0YD73, 9F1XD73, 9F1YD73, 9F1ZD73, 9F2XD73, 9F2YD73, 9F2ZD73, 9F3XD73

For online orders, clients will receive the ASN by default. This setting can be turned off if desired. An additional email can be added at the time of order placement to also receive the ASN. This feature is unique to Insight's ASN tool. Insight's ASN is available via hard copy, verbal and/or web-based purchasing. ASNs are also available for non-web orders placed through Insight's

ordering system by the Insight Account Team. After an order has been placed, end users with appropriate permissions can add an ASN for future shipments from that order.

Tracking Orders

End users will have access to review purchase orders in detail and even track shipped orders. Multiple levels of information are built into the system to provide end users with details, which can be sorted by the following criteria:

- Invoice Number
- Order Date
- Purchase Order Number
- Ship Date
- Tracking information with direct link to shipper's website (i.e., FedEx, UPS)
- Order Numbers
- Ship to Address
- Delivery Status
- Serial Numbers (if applicable)

For added convenience, Insight has integrated our order processing, labeling, and tracking systems with the systems of major freight carriers. Order tracking numbers are hyperlinked to the freight carrier's tracking system for up-to-the-minute information regarding order status. This integration helps to ensure efficient and accurate deliveries that are traceable by both Insight and our clients.

Order Timeframes

Orders containing product available in our $70-$80 million inventory held in Hanover Park, Illinois, will ship the same day providing no configuration services are needed and the order is received by 3:00 p.m. Central Time. Insight will ship all orders missing this cutoff time the following business day as a standard operating procedure. Software orders placed by 3:00 p.m. local time will ship that day. Insight maintains a 99.998% two-business day delivery rate for such "pick and pack" products. As a reseller, product availability is based on the manufacturer, so it will vary by product line.

Should the product need to be configured in our Integration labs, the normal turnaround time is two to three working days. If Insight runs into some extenuating circumstances that would create lab backlogs, the client will be notified so schedules can be changed accordingly. Our configuration labs operate 5 days a week, 24 hours a day.

The integration between our network and our distribution partners ensures advanced levels of service for our clients. For example, our order-processing system automatically chooses the warehouse closest to a client's delivery point so that orders placed by 3:00 p.m. local time are generally shipped that day. Overnight shipment cutoff from our distributor partners is 3:00 p.m. if product is in a west coast warehouse.

Invoices

Invoices are processed and sent to the designated billing address the day following product shipment, or in the case of licensing, the day after order placement, and can be sent via hard copy, EDI, or in a summary billing statement. Maintenance is invoiced in advance of the coverage period, based on the contractual agreement with the publishers.

The current Insight invoice format for products includes purchase order number, invoice number, purchase date, bill to and ship to information, a detailed product description, serial number (if applicable), manufacturer product number, unit pricing, number of units ordered, terms of payment, method of shipment indicating both carrier and terms, cost of delivery, and any applicable sales tax. Non-standard, client-specific information can additionally be provided on Insight invoices and reports. Insight can work with our clients to mutually determine the processes for attaining and providing such information.

For services, Insight itemizes bills based on the client billing requirements and the type of services provided. Insight is willing to discuss and mutually agree upon how bills are itemized, and the level of cost detail required to meet our clients' billing requirements.

In addition to the previously listed billing options, Insight currently offers clients the ability to exchange business documents electronically using both ANSI X.12 EDI (Electronic Data Interchange) and XML B2B (Business-to-Business) standards. These processes are standard Insight functionality that provide highly reliable alternatives for manual business transactions reducing cost and improving turnaround times.

Payments

Payments sent to the retail lockbox are posted to the client's account the same day the bank deposits the check without any intervention from accounts receivable. Payments sent to the retail lockbox that cannot be scanned and posted directly to the client accounts are rejected. These checks are photocopied by the lockbox and overnighted to accounts receivable to post manually to the client's account. Manual payments are posted within 24-48 hours of the bank's deposit. Insight does not use third party partners for billing purposes.

L. *Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").*

Insight Response:

$150,000,000.00 in year one

$175,000,000.00 in year two

$200,000,000.00 in year three

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

i. *Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).*
ii. *If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.*
iii. *Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).*

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

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

Insight Response:

As a Supplier with OMNIA Partners (and U.S. Communities before that) for over thirteen years, Insight understands the requirements and confirms our commitment to the above options for responding to a solicitation for Products covered under the Master Agreement. Our first goal is always to present the value of the Master Agreement to Public Agencies by making sure they understand that the contract was competitively-solicited and therefore a separate solicitation is not needed.

However, in those cases where a Public Agency still chooses to put out their own solicitation, Insight will either respond with pricing that is at or below the Master Agreement pricing (and report the subsequent sale to OMNIA Partners) or propose pricing that is higher than the Master Agreement. If a Public Agency allows for alternative proposals, we will include the Master Agreement as an option.

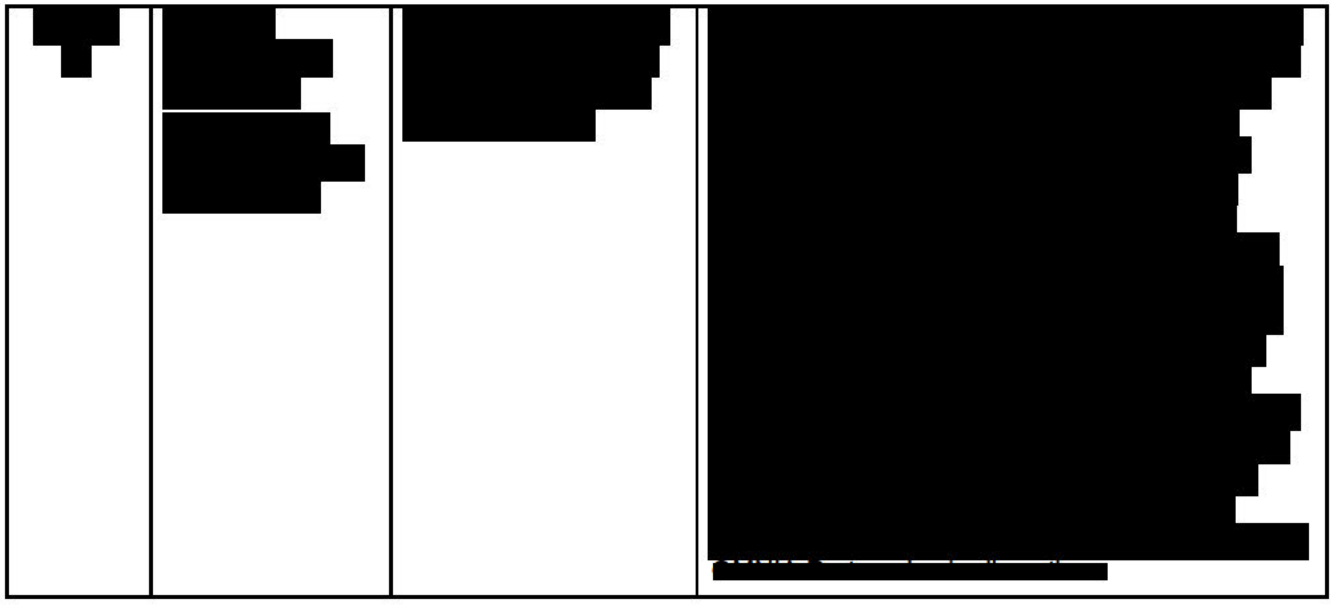
b. *The successful Supplier will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement, Suppliers shall have any reviews required to sign the document prior to submitting a response. Supplier's response shall include any proposed exceptions to the OMNIA Partners Administration Agreement.*

Insight Response:

Insight requests that the following clarifications/exceptions be included in any final terms and conditions of the contract; nevertheless, if Insight is the successful bidder, Insight is amenable to negotiating mutually agreeable terms prior to the commencement of the engagement.

PAGE NUMBER	REFERENCE SECTION/ PARAGRAPH	IDENTIFIED EXCEPTION/NOTE	PROPOSED NEW LANGUAGE/COMMENT
16 (PDF P. 22)	Cobb County General Instructions for Proposers, Terms and Conditions; XIV. Delivery Failures	Supplier proposes to strike delivery penalties as Supply Chain issues are causing extreme delays in some cases, and those factors are beyond our control. Supplier will keep end users updated with expected lead times and delivery dates.	Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market or rebid for articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such an amount from monies owed the defaulting contractor. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

19 (PDF P. 25)	Cobb County General Instructions for Proposers, Terms and Conditions; XXVIII. Indemnification/Hold Harmless, 1st Paragraph	Supplier proposes to strike the 1st 2 sentences as the reps and warranties we are providing are already stated in this agreement and goes beyond the scope of warranties we have already agreed to.	To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, expenses, and liability of any kind whatsoever, including but not limited to attorneys' fees and other legal expenses, ("Liabilities") to the extent caused by or resulting from negligence, recklessness, or intentionally wrongful conduct arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to the party or person described in this Section XXVII.
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]



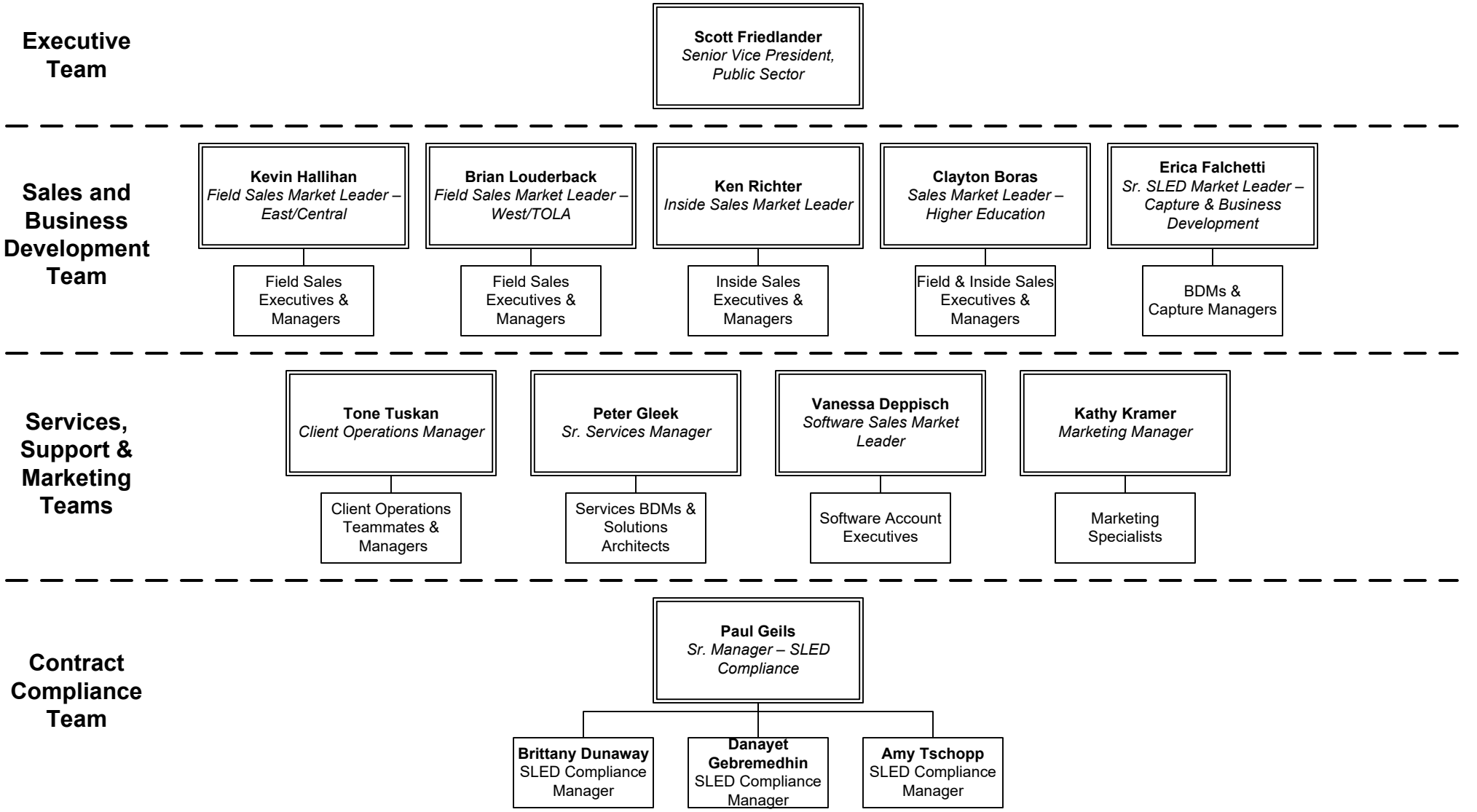
9. Appendices

Below is the list of documents included with our response.

- Appendix A – Organizational Chart
- Appendix B – Sample Agreements
    - Sample Insight Statement of Work (SOW) template
    - Sample Amazon Web Services Order Form Agreement
    - Sample Google Cloud Platform Order Form Agreement
    - Sample Microsoft Azure Order Form
- Appendix C – Manufacturers, Publishers, and Suppliers
- Appendix D – Dun & Bradstreet Report 2022
- Appendix E – Marketing Collateral
- Appendix F – Hidalgo County Case Study
- Bid Submittal Form
- RFP Form
- Exhibit A – Contractor Affidavit and Agreement
- Exhibit F – Federal Funds Certifications
- FEMA Special Conditions
- Exhibit G – New Jersey Business Compliance Forms
    - Statement of Ownership Disclosure
    - Non-Collusion Affidavit
    - Affirmative Action Affidavit
    - Political Contribution Disclosure Form
    - Stockholder Disclosure Certification
    - Certification on Non-Involvement in Prohibited Activities in Iran
    - New Jersey Business Registration Certificate
    - EEOAA Evidence with Certificate of Employee Information Report
    - MacBride Principals Form
- Addendum No. 1
- Addendum No. 2
- Addendum No. 3

Appendix A - Organization Chart

Insight Public Sector
Organization Chart
Cobb County & OMNIA Partners



Insight Client Account Number	
Statement of Work #	
State/Fed Contract	

Statement of Work

("SOW")

Parties and addresses for notice:

"Insight"	"Client"
Company name: Insight Public Sector, Inc.	Company name:
Primary contact:	Primary contact:
Address:13755 Sunrise Valley Drive, Suite 750 Herndon, VA 20171	Address:
Phone number: [update]	Phone number: [update]
Email: [update]	Email: [update]
Secondary contact: [update]	Secondary contact: [update]

Agreed and accepted:

Insight	Client
Authorized signature:	Authorized signature:
Name:	Name:
Title:	Title:
Date:	Date:

Invoicing procedures:

Method (Client MUST select ONE option below.)	PO Process (Client MUST select ONE option below.)
☐ **Mail Invoice** – Hard copy of invoice will be mailed to: Company name: Address: Attention: Accounts Payable or Accounts Payable Contact: Phone:	☐ **Client issues system-generated POs or internal reference numbers for service engagements.** Please fill in the PO number below and attach a hard copy of the PO to this signed SOW. Note: Services cannot be performed until a hard copy of the PO is received, or a billing reference is provided. PO number: PO release number (if applicable): Internal billing reference number/name:
OR ☐ **Email invoice** – Invoice copy will be sent electronically via email to:	OR ☐ Client does NOT issue system generated POs for service engagements. Accordingly, performance of and payment for any Services under this SOW do not require, and are not contingent upon, the issuance of any PO or other similar document.

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This SOW is effective as of the date last signed above ("SOW Effective Date"). Client's purchase, receipt, and use of the Services defined herein are subject to: (a) the written agreement for Services executed between Insight and the Client ("Master Agreement"), or (b) if the parties do not have a Master Agreement in place for the Services, the Terms of Sale for Services located at https://www.insight.com/en_US/help/terms-of-sale-services-ips.html (collectively, the "Agreement"). Capitalized terms used but not defined in this SOW will have the meaning given in the Agreement.

1. Purpose

The purpose of this SOW is to set forth the specific Services that Insight will provide to Client in connection with the Agreement.

2. Definitions

a. "Deliverables" means the items created by Insight in connection with the Services and as specifically described in the Scope of Services and Delivery Schedule Section below.

b. "Services" has the meaning given to it in the Scope of Services and Delivery Schedule Section.

3. Scope of Services and Delivery Schedule

Insight will perform the following services ("Services") per the terms of this SOW.

3.1. Service Description

The following is a high-level description of the Services Insight will provide:

1. [update] as outlined in the Exhibit(s) of this SOW.

3.1.1. Location

Performance of the Services will be [remote and/or onsite].

- [client address]

3.2. Project Management

Insight will provide project management as detailed in the applicable Exhibit of this SOW.

3.3. How Services are Accepted

After Insight performs a Service or delivers a Deliverable to Client, if the Service or Deliverable does not meet the material requirements described in the SOW, then Client will provide Insight with a written explanation describing how the requirements were not met within 5 days following the date the Service or Deliverable was delivered to Client. If Client fails to provide the written explanation within this 5-day period, the Service and Deliverable will be deemed accepted by Client.

3.4. Business Hours

Services will be performed during normal United States business hours unless otherwise mutually agreed upon in the attached Exhibit(s). Normal business hours are defined as an 8-hour day, Monday through Friday, excluding designated Insight Holidays.

3.5. Client Responsibilities

Client is responsible for the following:

1. Client will provide a project contact with decision-making authority to support the scope of services described in this SOW and ensure the proper personnel are scheduled to review each completed Service or Deliverable upon notification of completion by Insight.

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2. If applicable, Client will provide site contacts for each Client location. Each such contact will provide Insight with sufficient detail regarding his/her site, and will coordinate or perform required onsite work, as reasonably requested by Insight and Client IT, for the duration of the project.
3. Client will provide Insight the necessary access to its internal experts, location(s), critical systems, applications, workspace, and equipment required at each field location to complete the project. Access to Client systems will be provided to Insight via either onsite direct access or remote/VPN access. If Client cannot provide access or required resources under this SOW, then additional project duration, labor hours, travel expenses, and other costs may be incurred and due to Insight by Client.
4. Client will provide the necessary hardware, software, tools, and permits required for the successful completion of the project prior to Insight's arrival. Further, Client is responsible for all licensing requirements to be compliant per their own agreements.
5. Client is responsible for all product and material, including distribution and transport of Client-owned product and material, unless otherwise specified in writing. Product and material are defined as any items purchased, owned and/or provided by Client (or others) that Insight is required to use for fulfillment of any Services described herein.
6. Client is responsible for providing adequate and secure onsite storage for all Client-owned product and material unless otherwise specified in writing.
7. Client will be responsible for managing and maintaining, if applicable: (a) back-up and/or data migration of existing data and Client's information unless otherwise agreed to by Insight; (b) computer system and network designs; (c) component selection as it relates to the performance of the computer system and/or the network; (d) reasonable firewalls and if appropriate encryption; (e) least-privileged-based access controls (including provisioning, de-provisioning, authentication, authorization, and accountability controls); and (f) physical, electronic, and procedural controls to ensure the confidentiality, integrity, and availability of Client's information on all applicable Client computing systems used to store or transmit Client's information, in accordance with current applicable industry standards and best practices.
8. Client and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Insight, (b) provide input throughout the project and will review progress at review meetings requested by Insight; and (c) provide Insight with access to all of Client's information, documentation, and technology, necessary for Insight to perform the Services, including a list of all Client and third-party contacts necessary for Insight to do so.
9. If applicable, Client is responsible for performance of the following OCM-related tasks:
    a. Stakeholder Engagement, including but not limited to:
        i Stakeholder analysis, use case development, and/or persona/user segmentation activities
        ii Stakeholder engagement plan including scheduling of any activities
    b. Communications, including but not limited to:
        i Creation of a communications plan, including content plans for email, online resources, and any other communications channels
        ii Execution/creation of any content outlined in the communications plan
        iii Communications T-minus schedule
    c. Training, including but not limited to:
        i Training plan and schedule
        ii Training content planning, creation and/or execution
    d. Adoption, including but not limited to:
        i Creation or execution of a governance plan
        ii Creation or execution of a post-project end-user adoption plan

3.6. Assumptions

1. If applicable, any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.

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2. Outside the scope of this SOW, Insight has no obligation to mount, affix, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and Insight has no obligation to run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure. If such services are requested by Client, such services may be performed by Insight only to the extent permitted by applicable law and will be subject to a Change Request for additional services.
3. Each party agrees that personnel will not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline a service request if the request falls outside their scope of experience and expertise.

3.7. Change Request Procedure

If either party identifies any alterations to the scope of work, specifications, or requirements in this SOW, it shall be brought to the attention of the other party's management for pre-authorization by completing and submitting a written Change Request in a manner described in this section and signed by both parties ("Change Request Form").

Without limitation, Change Request Forms are appropriate in the following examples, as well as other situations that alter the scope of work, specifications, or requirements in this SOW:

- Changes to environment, scope, management, performance of projects (regular and special), milestones, tasks, systems, service levels
- Additional resources, scope, projects, new services, tasks
- Changes to management and control of hardware and software
- Adjustments to baselines, assets, volumes, or other areas where changeover time results in the need to adjust pricing
- Additions, deletions, and/or changes to sites where services are provided, or the nature of services provided at a site

If any such change causes an increase or decrease in the cost or time required for the performance of the Services, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Request Form.

If Insight believes an operational change is required and Client does not agree to the change (or the applicable Change Request), Insight will be relieved of any related service level obligations. Any additional resources or costs expended or incurred to address the failure to make the change will be treated as an additional service.

3.8. Project Kickoff

A project kickoff meeting will be held to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and downtimes).

3.9. Start Date

The project start date will be mutually determined upon receipt of this signed SOW and, if applicable, a valid Purchase Order (PO). A minimum lead time of at least 20 business days from receipt of both documents may be required for scheduling purposes.

If Client causes any delays to the delivery start date, which was agreed upon by both parties in writing (email is acceptable), Client may incur additional fees based upon such delay, including but not limited to, travel expenses already incurred, if any, and/or other equitable relief as a remedy for such delay. The delays and charges will be defined and communicated through the Change Request process described in this SOW.

Services will be performed over a consecutive timeframe unless otherwise provided herein. If Client requests or causes a change in the schedule that prohibits Services from being delivered in a consecutive timeline, an additional lead time of 20 business days (from written confirmation to resume Services) may be required, new resources may be assigned, and there may be additional fees.

3.10. Estimated Duration

The Services' duration will be approximately [xx] week(s).

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4. Pricing and Payments

4.1. *Summary of Pricing*

The table below is a summary of the pricing for all the offerings described in this SOW. Specific information regarding each Service is listed in the Fee sections below.

Offering Name	Fee Type	Quantity or Term	Total Estimated Amount

4.2. *Fixed Fee*

Client shall pay Insight the fixed fee of $ [#.##]. The total amount paid to Insight will not exceed the total fixed fee without the prior written approval of Client. Client will reimburse Insight for travel expenses, if any are required.

The fixed fee is based on the following:

Project Description	Price
[Project Description/Milestone Phase]	[$#.##]
[Project Description/Milestone Phase]	[$#.##]

4.2.1. Invoicing

Insight will invoice Client monthly for Services performed based upon a percentage complete, plus any taxes incurred (if applicable).

4.3. *Time and Materials*

Services will be provided on a time and materials basis. Costs incurred by Client will be based on a 4-hour minimum (per day) for onsite resources, or actual time worked, whichever is greater. Client will not reimburse Insight for travel expenses if any are required.

Charges will be calculated based on the following rates:

Resource Type	Estimated Hours	Hourly Rate	Estimated Price
[Resource]	[#]	$ [$#.##]	$ 0.00
[Resource]	[#]	$ [$#.##]	$ 0.00
[Resource]	[#]	$ [$#.##]	$ 0.00
Total Estimated Amounts	**0**		**$ 0.00**

Note: With the exception of the hourly rate the table above provides budgetary estimates only.

4.3.1. Invoicing

Insight will invoice on a monthly basis for the minimum hours worked or actual hours worked, whichever is greater, plus any taxes incurred (if applicable).

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4.4. Pricing Notes

1. Pricing offer is valid for 30 days from the date a copy of this SOW is first presented to Client. This SOW must be executed and returned to Insight by Client within such 30-day period or pricing will expire.
2. Travel expenses, if applicable, are not reimbursable.
3. Pricing and estimated time to complete this engagement are based upon Client providing necessary access to internal experts, location(s), all critical systems, applications, and hardware required to complete the project. Any additional requirements, including without limitation, additional screening, background check, vaccination or covid-related requests and other out-of-scope or previously undisclosed resource-related requests may result in Service commencement or completion delays and additional fees.
4. Client acknowledges that cancellation of this engagement may cause Insight to incur non-refundable pre-approved travel expenses and other costs. Accordingly, if Client cancels this engagement, Client shall pay Insight the fees set forth below. Such cancellation shall be in writing and shall be effective when received by Insight.

Cancellation Period	Cancellation Fee
Less than 3 business days prior to start of engagement	100% of total cost of engagement OR $12,500.00, whichever is less
Between 3 and 10 business days prior to start of engagement	10% of total cost of engagement OR $2,500.00, whichever is less
More than 10 business days prior to start of engagement	None

5. If an Insight resource arrives on site per an agreed-upon schedule and is unable to start or complete the project due to any Client, site, and/or equipment issues, any applicable travel expenses will be incurred.
6. Insight is not responsible for delays or repeated tasks caused by factors outside of Insight's control. These factors include, but are not limited to, availability of Client personnel, equipment, and facilities.
7. Client will compensate Insight for any out-of-scope work requested by Client on an hourly basis at Insight's standard hourly rates (unless otherwise agreed to in writing by the parties).

4.5. Client Work Product

All results of the Services described in and delivered pursuant to this SOW, including Deliverables and Client's proprietary information contained therein, authored or created by Insight specifically for Client as a Work Made for Hire, excluding any Insight IP incorporated therein ("Work Product"), will be and remain the property of Client. Insight retains all right, title, and interest in, without limitation, any intellectual property rights in works of authorship, know-how, or any invention, device, process, method, development, design, specifications, technique, apparatus, reports, schematic, or technical information (whether patentable or not), documentation, software or enhancements, improvements, alterations, interfaces, workflows, and best practices developed, invented, created, or reduced to practice by Insight and used for the Services, including any derivatives or modifications ("Insight IP"). To the extent Work Product includes any works of authorship that are Insight IP, Insight grants Client a nonexclusive and non-transferable license to use each such portion of the Work Product for its internal business purposes, provided that no Insight IP may be unbundled or separated from the Work Product or used on a stand-alone basis.

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5. Exhibit – Project Management

Insight will provide the following project management and technical direction:

Project Coordinator

- Serve as the primary point of contact on all project issues, needs, and concerns
- Facilitate introduction kickoff call to review scope and project expectations
- Schedule and coordinate the necessary resources to support the project
- Complete Change Request (CR) documentation as required; and obtain signed CRs for mutually agreed upon changes
- Facilitate closeout meeting, as needed

Project Manager

- Serve as the primary point of contact on all project issues, needs, and concerns
- Provide team leadership and guidance
- Facilitate kickoff meeting to review scope and project expectations, discuss IT infrastructure design, assess Client readiness (hardware, software, infrastructure pre-requisites, etc.), discover any possible problems/risks, formulate an appropriate work breakdown structure for primary project tasks, and create project timeline/schedule (including potential downtimes and maintenance windows)
- In conjunction with Client, measure and communicate weekly progress against mutually agreed-upon milestones
- Maintain a project log proactively to identify and communicate key decisions made, action items to be completed, risks/issues that may impact scope, schedule, and lessons learned; and mitigate and/or escalate any critical risks or issues under Insight's control, as needed
- Manage Client expectations and satisfaction throughout the life of the project
- Schedule and coordinate the necessary resources to support the project
- Schedule and conduct project team update/status meetings
- Prepare written status reports for Client at mutually agreed-upon intervals
- Monitor, manage, and communicate changes to the project's scope, budget, schedule, and resources; complete Change Request (CR) documentation as required; and obtain signed CRs for mutually agreed upon changes
- Facilitate closeout meeting, as needed
- If applicable, perform the following activities related to organizational change management ("OCM") outlined in Insight's Best Practices Guide for OCM for the Services in this SOW:
    - Identify Client contacts for activities related to stakeholder engagement, communications, training, online resources/intranet, support
    - Track the following decisions and deliverables as part of the project plan:
        - Plans for stakeholder engagement, communications, content planning, training, and adoption
        - T-minus schedules for stakeholder engagement, communications, and training
        - Technical dependencies related to OCM activities
    - Where applicable, engage Insight OCM SMEs for advisory purposes, not to exceed 5 hours

Program Manager

- Provide oversite and act as the primary escalation point for the program
- Maintain contact and communication with all Insight project team members and project stakeholders to ensure conformance with requirements of project delivery and Client expectations

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- Develop a program-level governance model and work with Client to obtain endorsement for successful implementation
- Oversee program to ensure consistency of project practices (Change Requests, issue management, risk management, decision tracking, etc.); follow and contribute to standard Client implementation methodologies and best practices
- Work with Client to identify the program success criteria and document dependencies, risks, and issues associated with the successful completion of the program
- Develop program communications plan and associated documents, drive cross-project delivery consistency, and coordinate cross-project communications
- Maintain frequent program-level written and verbal communications with all program stakeholders and participants ensuring communications are understood by recipients
- Identify and manage program-level dependencies and critical paths
- Identify, escalate, and document program issues as necessary
- Provide team leadership and guidance throughout the program
- Work closely with the Insight Project Managers and key Client team members and stakeholders to ensure that the program is effectively executed
- Provide a Program Schedule highlighting Deliverables, corresponding milestones, planned project events, and timelines
- Deliver program-level summaries at agreed-upon intervals

5.1. *Project Contacts*

Contact Name	Contact Email
Client Sponsor - [update]	[update]
Client Technical Lead – [update]	[update]
Client Executive - [update]	[update]
Solutions Executive – [update]	[update]@insight.com
Additional Insight Contact – [update]	[update]@insight.com
Services Manager – [update]	[update]@insight.com
Project Manager – [update]	[update]@insight.com

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6. Exhibit – Service Offering Information

6.1. Service Description

The following is a high-level description of the Services Insight will provide:

- [Bullet 1]
    - [Bullet 2]
        - [Bullet 3]
            - [Bullet 4]

6.2. Scope and Approach

Insight will perform the following Services:

[Phase]

- [Bullet 1]
    - [Bullet 2]

[Sub-Phase]

- [Bullet 1]
    - [Bullet 2]

[Sub-Phase]

- [Bullet 1]

6.2.1. Out of Scope

1. The following are considered out-of-scope and are not part of the Services:
    a. Electrical or cabling services
    b. Formal user training
2. Services and Deliverable items not expressly described in the Scope and Approach section is considered to be out of scope. Any out-of-scope items must be pre-authorized and verified by Insight in writing through the Change Request process.

6.3. Deliverables

Overall Project

- [Bullet 1]

Project Management

Project Coordinator

- Communications/escalation contact list

Project Manager

- Communications/escalation contact list
- Weekly status reports on the progress of the project

Program Manager

- Weekly status reports on the process of the program

Deliverables, if any, will be agreed upon by both parties in writing.

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6.4. Offering-Specific Client Responsibilities

1. [Enter offering-specific responsibilities here]

6.5. Offering-Specific Assumptions

1. [Enter offering-specific assumptions here]

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Amazon Web Services Order Form Agreement

Client Name:		Client Acct. #	
Address		Client Contact Name:	
City, State, Zip		Account Executive:	
State/Fed Contract:		Request Date	Click or tap to enter a date.

This Amazon Web Services ("AWS") Order Form Agreement, together with any attachments or schedules (collectively referred to herein as the "Agreement") contains the terms and conditions that govern access to and use of the AWS Cloud Services provided by Amazon Web Services, Inc. (also referred to as the "Vendor" or "Amazon" or "Service Provider") and purchased through and accepted by Insight Public Sector, Inc., (also referred to as "Solution Provider" or "Insight") on behalf of itself and its affiliates and successors, and is an agreement between Insight and the entity specified in the "Customer Name" field above, on behalf of itself and its affiliates, successors, customers and end-users (hereinafter, "Customer", or "you"). The Effective Date of this Agreement will be the earlier of when this Agreement is manually or electronically signed below and accepted by Insight, the date an order is placed in the AWS customer portal (the "AWS Client Portal"), or the date Cloud Services are enabled or provisioned for use by you. You represent to Insight that the individual signing or accepting this Agreement or placing an order for Cloud Services pursuant to this Agreement, has the legal authority to bind you. FOR AWS GOV-CLOUD, PLEASE REACH OUT TO YOUR INSIGHT REP FOR MORE INFORMATION.

Scope of this Agreement: Scope of this Agreement: Scope of this Agreement: The Cloud Services included within the scope of this Agreement are consumption-based AWS Cloud Services which are ordered directly through Insight. **AWS Marketplace transactions are not covered under this Agreement; therefore, these transactions will not be subject to the terms set forth herein, nor will such transactions be priced in accordance with the underlying Terms of Sale.**

1. Definitions

1.1. **"Acceptable Use Policy"** means the policy currently available at: http://aws.amazon.com/aup as may updated from time to time.

1.2. **"Content"** means any content you upload to the Services under your account or otherwise transfer, process, use or store in connection with your account.

1.3. **"Policies"** means the AWS Acceptable Use Policy, the Site Terms, the Service Terms and all other restrictions described on the AWS site at http://aws.amazon.com.

1.4. **"Services"** means each of the AWS web services made available by AWS.

1.5. **"Service Offerings"** means the Services provided by AWS under this Agreement.

1.6. **"Service Terms"** means the rights and restrictions for particular Services located at http://aws.amazon.com/serviceterms as may be updated from time to time.

1.7. **"Third Party Content"** means content made available to you by any third party on the AWS site or Marketplace in conjunction with the Services.

2. Use of the Service Offerings

2.1. **Generally**. You may access and use the Service Offerings in accordance with this Agreement. You will adhere to all laws, rules, and regulations applicable to your use of the Service

Offerings, including Service Terms, the Acceptable Use Policy and other Policies as defined in Section 1.

2.2. **Your Account**. Once an account has been set up for you, Service Offerings may be enabled and provisioned by you via the AWS Client Portal. Use, reporting, and invoicing of the Service Offerings are based on a consumption or actual use model, as further described below. You will be invoiced for the Service Offerings you consume in accordance with usage reports provided by AWS.

2.3. **Third Party Content**. Third Party Content, such as software applications provided by third parties, may be made available directly to you by other companies or individuals under separate terms and conditions, including separate fees and charges. Because we may not have tested or screened the Third Party Content, your use of any Third Party Content is at your sole risk.

3. **Security and Data Privacy**

3.1. **Your Content**. You are solely responsible for the development, content, operation, maintenance, and use of your Content such as, but not limited to: (a) compliance of your Content with the Acceptable Use Policy, the other Policies and the law; (b) any claims relating to your Content; and (c) properly handling and processing notices sent to you (or any of your affiliates) by any person claiming that your Content violates such person's rights, including notices pursuant to the Digital Millennium Copyright Act.

3.2. **Other Security and Backup**. You are responsible for properly configuring and using the Service Offerings and taking your own steps to maintain appropriate security, protection and backup of your Content, which may include the use of encryption technology to protect your Content from unauthorized access and routine archiving your Content.

4. Fees and Invoicing

4.1. **Fees**: The unit or per seat Fees for Service Offerings payable by you will be the current AWS list price at the time such Service Offerings are consumed by you[, less a [X] percent ([X]%) discount from Insight at invoice. You will receive a discount off of the following AWS Services as set forth at: AWS AUTHORIZED SERVICES LIST, in addition to the Business and Enterprise Support Plans]. The total Fees payable by you[, with Insight's discount (if any),] will be set forth in Insight's invoice in the manner described below. Insight reserves the right to modify the Fees payable as a result of changes implemented by AWS to its partner/distributor program.

4.2. **Invoicing/Payment**: Service Offerings used or enabled by you, including without limitation, any additions, reductions, increases or decreases in the per unit quantity of the Service Offerings used, will be invoiced on an actual use or consumption basis as measured and reported to Insight by AWS. AWS's records and usage reports are taken to be correct unless proven by you to be in error. Insight will invoice you monthly in arrears for the Service Offerings consumed in each preceding monthly billing period on an actual use or consumption basis as reported by AWS. Unless otherwise agreed to in writing between the parties, you must pay all undisputed invoices in full within thirty (30) days of the invoice date.

4.3. **Cloud Service Credits/SLAs**: The Parties agree that AWS's Service Level Agreements, to the extent applicable, will apply to this purchase as set forth at https://aws.amazon.com/legal/service-level-agreements/. To the extent that a Cloud Service credit is due to Client in accordance with the AWS Service Level Agreement(s), the Parties agree that any credit due will be credited by Insight to Client's account within a reasonable time after Insight's notice from Client of the claim and following AWS's verification of Client's claim. Client expressly acknowledges and agrees that Insight is not obligated to provide any Cloud Service credit if AWS is unable to verify Client's claim. ANY CREDITS OR TERMINATION RIGHTS DESCRIBED UNDER THE SLA SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF CLIENT IN CONNECTION WITH ANY UNAVAILABILITY OF THE SERVICE OFFERINGS OR BREACH OF THE SLA.

5. Term/Termination

5.1. **Term**. The term of this Agreement will commence on the Effective Date and will remain in effect until terminated by you or Insight in accordance with Section 5.2.

5.2. **Termination**. (a) Termination for Convenience. You may terminate this Agreement for any reason by: (i) providing Insight notice and (ii) closing your account for all Services for which Insight provides an account closing mechanism. Insight may terminate this Agreement for any reason by providing you 30 days advance notice. (b) Termination for Cause. (i) By Either Party. Either party may terminate this Agreement for cause upon 30 days advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30 day notice period. (ii) By Insight. Insight may also terminate this Agreement immediately upon notice to you (A) for cause, if any act or omission by you results in a suspension of your account by AWS, or (B) if AWS terminates or no longer provides the Service Offerings under this Agreement for any reason.

5.3. **Effect of Termination**. (a) Generally. Upon any termination of this Agreement: (i) all your rights under this Agreement immediately terminate; (ii) you remain responsible for all fees and charges you have incurred through the date of termination, including fees and charges for in-process tasks completed after the date of termination; and (iii) you will immediately return or, if instructed by Insight, destroy all AWS Content in your possession. (b) Post-Termination Assistance. Unless Insight terminates your use of the Service Offerings pursuant to Section 5.2(b), during the 30 days following termination: (i) AWS will not erase any of Your Content as a result of the termination; (ii) you may retrieve Your Content from the Service Offerings only if you have paid any charges for any post-termination use of the Service Offerings and all other amounts due; and (iii) AWS will provide you with the same post- termination data retrieval assistance that is generally made available to all customers.

6. Indemnification

You will defend, indemnify, and hold harmless Insight, its affiliates, licensors, and each of its respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) your use of the Service Offerings; (b) your breach of this Agreement or violation of applicable law; or (c) your Content or the combination of your Content with other applications, Content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by your Content or by the use, development, design, production, advertising or marketing of your Content.

7. Limitation of Liability

INSIGHT WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, GOODWILL, USE OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WILL INSIGHT BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICE OFFERINGS, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; (II) DISCONTINUATION OF THE SERVICE OFFERINGS; OR (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SLAS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICE OFFERINGS FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE OFFERING THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

NOTHING IN THIS SECTION 6 WILL LIMIT YOUR OBLIGATION TO PAY US PURSUANT TO SECTION 4 (FEES AND INVOICING).

8. Insight's Terms of Sale

The purchase of AWS Cloud Services are subject to Insight's Terms of Sale for Cloud Services as set forth at https://www.Insight.com/en_US/help/terms-of-sale-cloud-ips.html ("Insight Terms of Sale"). To the extent the terms of this Agreement conflict with the Insight Terms of Sale for Cloud Services, these Agreement terms shall take precedence with respect to the purchase of Service Offerings. For the avoidance of doubt, notwithstanding the presence or acceptance of your order by Insight or Vendor, any applicable service setup information will be for administrative purposes only and subject to this Agreement. This Agreement is a Special Terms addendum to the Insight Terms of Sale, and is hereby incorporated by reference. Capitalized terms used but not defined herein will have the meaning provided in Insight's Terms of Sale.

9. Vendor's Terms of Use – AWS Agreements

By entering into this Agreement, you acknowledge that the use of the AWS Cloud Services provided through Insight is subject to the applicable AWS Public Sector Access Policy, a current version of which is located at: AWS Public Sector Access Policy.

You will be solely responsible for providing each of your affiliates, subsidiaries, customers and end-users with the aforementioned AWS Agreements governing use of the AWS Cloud Services and gain their acceptance prior to any purchase, provisioning and use of such AWS Cloud Services.

BY ENTERING YOUR MANUAL OR ELECTRONIC SIGNATURE BELOW, YOU HEREBY CERTIFY AND AGREE THAT: (1) YOU ARE DULY AUTHORIZED ON BEHALF OF CLIENT TO ACCEPT THIS AGREEMENT AND TO PROCURE, PROVISION AND USE, NOW AND IN THE FUTURE, ALL AWS CLOUD SERVICES ORDERED HEREUNDER; AND (2) YOU ARE PLACING THE ORDER DESCRIBED HEREIN AND ACCEPT THIS AGREEMENT AND ALL APPLICABLE TERMS AND CONDITIONS APPLICABLE TO SUCH ORDER ON BEHALF OF THE CLIENT.

Insight		Client	
By:	_____ *Authorized Representative*	By:	_____ *Authorized Representative*
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	

1. EXHIBIT A - SUPPLEMENTAL TERMS AND CONDITIONS FOR AWS GOVCLOUD

[Delete this exhibit if it should not be included in the contract]

These Supplemental Terms and Conditions for AWS GovCloud ("AWS GovCloud Supplemental Terms") form an addendum to the Insight AWS Agreement, and set forth the terms and conditions that are specific to the AWS GovCloud Services being purchased by Client from Insight. To the extent these terms conflict with the Insight AWS Agreement, these AWS GovCloud Supplemental Terms will govern with respect your purchase of the AWS GovCloud Services. Terms used but not defined herein will have the meaning given in the AWS Agreement.

1) Use of the AWS GovCloud (U.S.) Region Service Offerings.

You may access the AWS GovCloud (U.S.) Region if you have root level access to the relevant program account.

2) AWS GovCloud (U.S.) Region Representations & Warranties.

Should you gain access to an AWS GovCloud (U.S.) Region account, the AWS Services may not be used to process or store classified data. You are responsible for verifying that all end users accessing Your Content in the AWS GovCloud (U.S.) Region are eligible to gain access to Your Content. You represent and warrant that You: (i) are a U.S. Person, as defined by 22 CFR part 120.15 ("U.S. Person"); (ii) will only assign a U.S. Person as your account owner for the AWS GovCloud (U.S.) Region; (iii) if required by the International Traffic In Arms Regulations ("ITAR"), have and will maintain a valid Directorate of Defense Trade Controls registration; (iv) are not subject to export restrictions under U.S. export control laws and regulations (e.g., you are not a denied or debarred party or otherwise subject to sanctions); and (v) maintain an effective compliance program to ensure compliance with applicable U.S. export control laws and regulations, including the ITAR. If requested, You agree to provide additional documentation and cooperation to verify the accuracy of the foregoing representations and warranties.

3) Your Use of GovCloud Credentials.

a) **GovCloud Region**. AWS will implement reasonable and appropriate measures for the AWS Network in the GovCloud Region designed to: (i) help You secure Your Content against accidental or unlawful loss, access or disclosure; (ii) implement the in-scope Federal Risk and Authorization Management Program ("FedRAMP") controls for the Services identified as FedRAMP compliant; and (iii) maintain physical and logical access controls to limit access to the AWS Network by AWS personnel, including employees and contractors, to U.S. citizens, as defined by 8 USC §1401, et seq. ("U.S. Citizens") ((i), (ii) and (iii) collectively the "Security Objectives"). The GovCloud Region is the only AWS Region that has physical and logical access controls that limit access to the AWS Network by AWS Personnel to U.S. Citizens. (The 'AWS Network' means AWS's data center facilities, servers, networking equipment, and host software systems (e.g., virtual firewalls) that are within AWS's control and are used to provide the Services.)

b) **GovCloud Region Security Standards**.

i) **Information Security Program**. AWS will maintain an information security program (including the adoption and enforcement of internal policies and procedures) designed to: (a) satisfy the Security Objectives; (b) identify reasonably foreseeable and internal risks to security and unauthorized access to the AWS Network; and (c) minimize security risks, including through risk assessment and regular testing. AWS will designate one or more

employees to coordinate and be accountable for the information security program. The information security program will include the following measures:

(1) ***Network Security***. The AWS Network will be electronically accessible to employees, contractors and any other person as necessary to provide the Services. AWS will maintain access controls and policies to manage what access is allowed to the AWS Network from each network connection and user, including the use of firewalls or functionally equivalent technology and authentication controls. AWS will maintain corrective action and incident response plans to respond to potential security threats.

(2) ***Physical Security***.

(a) Physical Access Controls. Physical components of the AWS Network are housed in nondescript facilities (the "Facilities"). Physical barrier controls are used to prevent unauthorized entrance to the Facilities both at the perimeter and at building access points. Passage through the physical barriers at the Facilities requires either electronic access control validation (e.g., card access systems, etc.) or validation by human security personnel (e.g., contract or in-house security guard service, receptionist, etc.). Employees and certain contractors are assigned photo-ID badges that must be worn while the employees and contractors are at any of the Facilities. Visitors and any other contractors are required to sign-in with designated personnel, must show appropriate identification, are assigned a visitor ID badge that must be worn while the visitor is at any of the Facilities, and are continually escorted by authorized employees or contractors while visiting the Facilities.

(b) Limited Employee and Contractor Access. AWS provides access to the Facilities to those employees and contractors who have a legitimate business need for such access privileges. When an employee or contractor no longer has a business need for the access privileges assigned to him/her, the access privileges are promptly revoked, even if the employee or contractor continues to be an employee of AWS or its affiliates.

(c) Physical Security Protections. All access points (other than main entry doors) are maintained in a secured (locked) state. Access points to the Facilities are monitored by video surveillance cameras designed to record all individuals accessing the Facilities. AWS also maintains electronic intrusion detection systems designed to detect unauthorized access to the Facilities, including monitoring points of vulnerability (e.g., primary entry doors, emergency egress doors, roof hatches, dock bay doors, etc.) with door contacts, glass breakage devices, interior motion-detection, or other devices designed to detect individuals attempting to gain access to the Facilities. All physical access to the Facilities by employees and contractors is logged and routinely audited.

ii) **Continued Evaluation**. AWS will conduct periodic reviews of the security of its AWS Network and adequacy of its information security program as measured against industry security standards and its policies and procedures. AWS will continually evaluate the security of its AWS Network and associated Services to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews.

(1) **Your Responsibilities**. You are responsible for all physical and logical access controls beyond the AWS Network including, but not limited to, Your account access, data

transmission, encryption, and appropriate storage and processing of data within the GovCloud Region. You are responsible for verifying that all End Users accessing Your Content in the GovCloud Region are eligible to gain access to Your Content. The Services may not be used to process or store classified data. If you introduce classified data into the AWS Network, You will be responsible for all sanitization costs incurred by Insight and AWS. Your liability under this provision is exempt from any limitations of liability.

BY ENTERING YOUR MANUAL OR ELECTRONIC SIGNATURE BELOW, YOU HEREBY CERTIFY AND AGREE THAT: (1) YOU ARE DULY AUTHORIZED ON BEHALF OF CLIENT TO ACCEPT THESE AWS GOVCLOUD SUPPLEMENTAL TERMS AND TO PROCURE, PROVISION AND USE, NOW AND IN THE FUTURE, ALL AWS GOVCLOUD SERVICES ORDERED HEREUNDER; AND (2) YOU ARE PLACING THE ORDER ASSOCIATED HEREWITH AND ACCEPT THESE AWS GOVCLOUD SUPPLEMENTAL TERMS ON BEHALF OF CLIENT.

Client	
By:	_____ *Authorized Representative*
Print Name:	
Title:	
Date:	

Google Cloud Platform Order Form Agreement

Customer Name:		Customer Acct. #	
Address:		Customer Contact:	
State/Fed Contract:		Domain:	

This Order Form ("Agreement") governs access to and use by the customer named above, on behalf of itself and its affiliates, successors, customers, and end users (collectively, the "Customer", "You" or "Your") of the Google Cloud Platform Services supplied by Google, LLC (the "Supplier" or "Google") and provisioned through Insight Public Sector, Inc. ("Insight"). The individual accepting this Agreement on behalf of Customer represents and warrants that he or she: (i) has full legal authority to bind Customer to this Agreement; (ii) has read and understands this Agreement; and (iii) agrees to the Agreement on behalf of Customer. If you do not have the legal authority to bind Customer, please do not accept this Agreement, or provision or use any Services.

1. Definitions.

1.1. "Acceptable Use Policy" or "AUP" means Supplier's acceptable use policy set forth for the Services, found at https://cloud.google.com/terms/aup as modified from time to time.

1.2. "Anthos Products" means the subset of Google Cloud Platform Services described in the Google Cloud Platform suite of services listed here: https://cloud.google.com/terms/services as modified from time to time, and made available to End User through Insight as a reseller.

1.3. "Application(s)" means any web or other application Customer creates using the Google Cloud Platform Services, including any source code written by Customer to be used with the Services or hosted in an Instance.

1.4. "Committed Purchase(s)" have the meaning set forth in the Service Specific Terms.

1.5. "Content" means any content you upload to the Services under your account or otherwise transfer, process, use, or store in connection with your account.

1.6. "Customer Data" means content provided, transmitted, or displayed via the Google Cloud Platform Services by Customer, but excluding any data provided as part of the Customer's Google account (either gmail.com address or an email address provided under the "Google Apps" product line).

1.7. "Google Cloud Platform Services" means Google's Cloud Platform suite of services listed here: https://cloud.google.com/terms/services as modified from time to time, and made available to End User through Insight as a reseller.

1.8. "Google TOS" means the Google Cloud Platform Terms of Service at https://cloud.google.com/terms/.

1.9. "High Risk Activities" means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

1.10. "Instance" means a virtual machine instance, configured and managed by Customer, which runs on the Google Cloud Platform Services.

1.11. "Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

1.12. "Premium Software" means Software which Google has described as "Premium Software" within the Google Cloud Platform Services and is subject to the Service Specific Terms, including, but not limited to: Anthos Products.

1.13. "Project" means a grouping of computing, storage, and API resources for Customer, and via which Customer may use the Google Cloud Platform Services.

1.14. "Services" means the Google Cloud Platform Services.

1.15. "Service Specific Terms" means the terms which are specific to each Google Cloud Platform Service and set forth at https://cloud.google.com/terms/service-terms as modified from time to time.

1.16. "SLAs" means the service level agreements applicable to the Google Cloud Platform solutions found at https://cloud.google.com/terms/sla/.

1.17. "Software" means any downloadable tools, software development kits, or other such proprietary computer software provided by Google in connection with the Google Cloud Platform Services, including Premium Software, which may be downloaded by Customer, and any updates Google may make to such Software from time to time.

1.18. "Third Party Content" means content made available to you by any third party via Insight or the Console in conjunction with the Services.

2. Terms of Sale and Terms of Use for Cloud Services

2.1. **Terms of Sale**. The purchase of the Services will be subject to Insight's Terms of Sale for Cloud Services as set forth at https://www.Insight.com/en_US/help/terms-of-sale-cloud-ips.html ("Insight Terms of Sale"), including, but not limited to, pricing (where applicable) will be set forth in the Google Cloud Platform console, tools or platform used by You to procure Services (the "Console"). For the avoidance of doubt, notwithstanding the presence or acceptance by Insight of any separate purchase order You may provide, to the extent such purchase order contains other terms, it will be for administrative purposes only and the parties agree that the governing terms and conditions shall be those set forth in this Agreement, unless otherwise agreed to in writing by Insight and You. If there is a conflict between the Insight Terms of Sale and any of the other documents that comprise the Agreement ("Conflicting Terms"), the terms of the Agreement ("Prevailing Terms") will take precedence over the Conflicting Terms solely with respect to Your use of the Google Cloud Platform Services. Moreover, the Prevailing Terms shall be construed as narrowly as possible to resolve the conflict while preserving as much of the Agreement as possible, including, but not limited to, preserving non-conflicting provisions contained within the same paragraph, section, or sub-section as the Conflicting Terms. Capitalized terms which are not defined in this Agreement shall have the meaning ascribed to them in the Insight Terms of Sale.

2.2. **Terms of Service**. The Services are provided by the Supplier and are subject to the Google TOS. Such terms, including any additional Supplier terms provided in this Agreement, will apply to Your access to and use of the Services. By provisioning Services through the Console, you represent, warrant and covenant that you will not use the Services unless You have agreed to the Google TOS.

2.3. **Your Account**. Once an account has been set up for you, Services may be enabled and provisioned by you via the Console. Use, reporting and invoicing of the Services are based on a consumption or actual use basis, as further described below. You will be invoiced for the Services you consume in accordance with usage reports provided by the Supplier.

2.4. **Third Party Content**. Third Party Content, such as software applications provided by third parties, may be made available directly to you by other companies or individuals under separate terms and conditions, including separate fees and charges. Because we may not have tested or screened the Third-Party Content, your use of any Third-Party Content is at your sole risk.

3. Security and Data Privacy

3.1. **Your Content**. You are solely responsible for the development, content, operation, maintenance, and use of your Content such as, but not limited to: (a) compliance of your Content with the Acceptable Use Policy, the other Policies, and the law; (b) any claims relating to your Content; and (c) properly handling and processing notices sent to you (or any of your affiliates) by any person claiming that your Content violates such person's rights, including without limitation, notices pursuant to the Digital Millennium Copyright Act.

3.2. **Other Security and Backup**. You are responsible for properly configuring and using the Services and taking your own steps to maintain appropriate security, protection, and backup of your Content, which may include the use of encryption technology to protect your Content from unauthorized access and routine archiving your Content.

3.3. **Privacy Policy**. Google Cloud Platform Services are subject to Google's privacy policy located http://www.google.com/policies/privacy/ as modified from time to time.

4. Fees and Invoicing

4.1. **Fees**. If You exceed the usage limits, fee thresholds, Committed Units or any prepaid credits applicable to the Service, You agree to pay for the fees and charges for such over usage. For any extension of a Services subscription term or the provisioning of a Service upgrade, the then-current price will apply, unless otherwise mutually agreed in writing by You and Insight. Insight, may, from time to time in its sole discretion, change the fees it charges for the Service. Any increase in the fees will take effect at the beginning of the new subscription term. Insight will notify You of any such changes by updating the Console or sending notice by e-mail or regular mail.

4.2. **Invoicing/Payment**. Services used or enabled by you, including without limitation, any additions, reductions, increases or decreases in the per unit quantity of the Services used, will be invoiced on an actual use or consumption basis as measured and reported to Insight by Google. Google's records and usage reports are taken to be correct unless proven by you to be in error. Insight will invoice you monthly in arrears for the Services consumed in each preceding monthly billing period on an actual use or consumption basis as reported by Google. Unless otherwise agreed to in writing between the parties, you must pay all undisputed invoices in full within thirty (30) days of the invoice date. If You have purchased prepaid credits, You will be invoiced monthly against Your prepaid amount. You will have the option to either purchase additional increments of prepaid credits or default to consumption-based billing. Should You fail to purchase additional prepaid credits and Your usage exceeds Your prepaid credit amount, You agree to pay Insight for any and all amounts owed to Google for such over usage and You will continue to be invoiced on an actual use basis as reported to Insight by Google.

4.3. **Google Cloud Platform Service SLAs**. The Google Cloud Platform Services are more fully described at https://developers.google.com/cloud/services and are subject to the service level agreements found at https://cloud.google.com/terms/sla/. ANY CREDITS OR TERMINATION RIGHTS DESCRIBED UNDER THE SLA SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER IN CONNECTION WITH ANY UNAVAILABILITY OF THE SERVICES OR BREACH OF THE SLA.

5. Term/Termination

5.1. **Agreement Term**. The "Term" of this Agreement will begin on the Effective Date and continue until the Agreement is terminated as set forth in this Section 5 of the Agreement.

5.2. **Termination for Breach**. Either party may terminate this Agreement for breach if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) the other party is in material breach of this

Agreement more than two times notwithstanding any cure of such breaches. In addition, Insight may terminate any, all, or any portion of the Services or Projects, if Customer meets any of the conditions in Section 9.2(i), (ii), and/or (iii).

5.3. **Termination for Inactivity**. Insight or Google reserves the right to terminate the provision of the Service(s) to a Project upon 30 days advance notice if, for a period of 60 days (i) Customer has not accessed the Admin Console or the Project has had no network activity; and (ii) such Project has not incurred any Fees for such Service(s).

5.4. **Termination for Convenience**. Customer may stop using the Services at any time. Customer may terminate this Agreement for its convenience at any time on prior written notice and upon termination, must cease use of the applicable Services. Insight may terminate this Agreement for its convenience at any time without liability to Customer.

5.5. **Effect of Termination**. If the Agreement is terminated, then: (i) the rights granted by one party to the other will immediately cease; (ii) all Fees owed by Customer to Insight are immediately due upon receipt of the final electronic bill; (iii) Customer will delete the Software, any Application, Instance, Project, and any Customer Data or Customer will transfer billing account direct to Google or a new service provider; and (iv) upon request, each party will use commercially reasonable efforts to return or destroy all Confidential Information of the other party.

6. Additional Required Terms

6.1. **Liability for Breach/Indemnity**. In addition to any liability Customer may have to Insight, Customer agrees that Customer will also be legally responsible directly to Google for any breach of these terms and conditions. Unless prohibited by applicable law, Customer will indemnify, defend, and hold harmless Google from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (a) regarding any Application, Project, Instance, Customer Data, or Customer trademark; or (b) regarding Customer's, or its end users', use of the Google Cloud Platform Services in violation of the Acceptable Use Policy. Google is a third party beneficiary to this Agreement with respect to the terms and conditions set forth herein.

6.2. **No Warranties**. EXCEPT AS EXPRESSLY SET FORTH IN THE SERVICE SPECIFIC TERMS FOR PREMIUM SOFTWARE, GOOGLE AND ITS SUPPLIERS DO NOT MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT.

6.3. **Intellectual Property Rights**. As between the parties, Customer owns all Intellectual Property Rights in Customer Data and the Application or Project (if applicable), and Google owns all Intellectual Property Rights in the Google Cloud Platform Services and Software.

6.4. **Other Restrictions**. Customer will not, and will not allow third parties under its control to: (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract the source code of the Google Cloud Platform Services or any component thereof (except to the extent such restriction is expressly prohibited by applicable law); (b) use the Google Cloud Platform Services for High Risk Activities; (c) sublicense, resell, or distribute the Google Cloud Platform Services or any component thereof separate from any integrated Application; (d) use the Google Cloud Platform Services to create, train, or improve (directly or indirectly) a substantially similar product or service, including any other machine translation engine; (e) unless otherwise set forth in the Service Specific Terms, use the Services to operate or enable any telecommunications service or in connection with any Application that allows its end users to place calls or to receive calls from any public switched telephone network; (f) process or store any Customer Data that is subject to the International Traffic in Arms Regulations maintained by the Department of State; or (g) unless expressly permitted to, use the Services for any purpose or in any manner involving Protected Health Information (as defined in HIPAA).

6.5. **Google Cloud Platform Terms of Use for Public Sector**. Customer acknowledges that use of the Google Cloud Platform Services provided through Insight is subject to the applicable Google Cloud Computing End User License Agreement for Public Sector, a current version of which is located at: https://www.carahsoft.com/application/files/3415/7685/7848/Google_Cloud_Master_General_Terms_US_Gov_GCP_12-20-2019.pdf.

6.6. **Acceptable Use Policy**. Customer will comply with the Acceptable Use Policy and ensure that its Applications, Projects, and Customer Data, and use thereof by its end users comply with the Acceptable Use Policy. Google reserves the right to review the Application, Project, and Customer Data to ensure Customer's compliance with the Acceptable Use Policy.

6.7. **Service Specific Terms**. Customer will comply with the Service Specific Terms.

6.8. **Terms Related to Anthos Products**. If Customer is purchasing Anthos Products, the following terms shall apply:

6.8.1. During the Term, or so long as Customer is purchasing Anthos Products under the pay-as-you-go model, Customer must purchase and maintain Google technical support in order to receive technical support for the Anthos Product directly from Google;

6.8.2. Customer may not, on behalf of a hyperscale public cloud provider, without Google's prior written consent, (a) conduct (directly or through a third party) any comparative or compatibility testing, benchmarking, or evaluation (each, a "Test") of the Anthos Products, or (b) disclose the results of any such Test.

BY SIGNING THIS AGREEMENT (OR ISSUING A PO IN LIEU OF SIGNATURE), YOU HEREBY CERTIFY THE FOLLOWING:

THAT (1) YOU ARE DULY AUTHORIZED ON BEHALF OF CLIENT TO ACCEPT THIS ORDER, (2) THAT YOU ACCEPT THIS ORDER AND ALL APPLICABLE TERMS AND CONDITIONS ON BEHALF OF CLIENT, AND (3) THAT YOU AGREE TO PAY FOR ALL ORDERS, CHANGES, AND/OR INCREASES IN USAGE SUBSEQUENTLY PROVISIONED BY YOU UNDER YOUR ACCOUNT.

Client	
By:	_____ *Authorized Representative*
Print Name:	
Title:	
Date:	

1. SCHEDULE A - FEES AND ADDITIONAL ORDER DETAILS

Fees:

All prices set forth in this Schedule A are estimates of monthly Services usage only. Customer is responsible for all actual Services charges accrued in accordance with Sections 4.1 and 4.2 of this Agreement.

Services Order Details:

Type or Description of Services	Price (based on estimated usage)	Notes

MICROSOFT AZURE ORDER FORM

Client Name: Client Account No:

Address:

Address:

Client Contact: Insight Contact:

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THIS ORDER FORM

- **PROVISIONING AND USE OF CLOUD SERVICES.** Insight performs the initial tenant set-up for Client, including adding Client's subscription and configuring Client's owner rights. Once a subscription has been created for Client, Cloud Services may be enabled and consumed by Client via the Microsoft Azure Services Portal. Use, reporting and invoicing of Cloud Services are based on a consumption or actual use model, as further described below. Client will be invoiced for Cloud Services consumed in accordance with usage reports provided by Microsoft.

- **TERM/TERMINATION.** Cloud Services start once provisioned by Insight on Client's behalf. Cloud Services are available on a month-to-month basis. Client can cancel the Cloud Services at any time by providing written notice. If Client terminates its use of Cloud Services, Client will remain responsible to Insight for the prior month's consumption and all accrued charges for such Cloud Services which will be billed in the next scheduled invoice.

- **FEES AND INVOICING.** Client agrees to pay the fees and charges for the Cloud Services as set forth in the provided price list at purchase, as may be amended from time to time. All future quantities used, enabled or consumed for purchased Cloud Services will be invoiced monthly in arrears on an actual use basis (i.e. "pay-as-you-go") as measured and reported to Insight by Microsoft. The unit purchase price (consumption rate) for each of the Cloud Services available to the Client will be made available for Client's review on a monthly basis. For any extension of a subscription term or the provisioning of a Cloud Service upgrade, the then-current price will apply, unless otherwise mutually agreed in writing by Insight and Client. Notwithstanding the foregoing, Insight may, from time to time and in its sole discretion, change the fees it charges all clients for the Cloud Service for reasons including, but not limited to, changes in Microsoft's pricing and changes to its channel partner programs.

- **AZURE RESERVATIONS (Azure Reserved VM Instances)(*Optional).** Client agrees that Azure Reservations purchases will be invoiced up-front, in full, for the entire term. All Azure Reservations have their own unique coverage period (not coterminous to any previous Azure Reservation purchase). No refunds will be granted once the Azure Reservations are provisioned and in use. *By executing this Order Form, Client agrees to pay the Azure Reservations fees listed below up-front on Client's first issued invoice*:

☐ **FORM OF PAYMENT.** Form of payment must be on file before Insight will provision the Cloud Services. All Cloud Services consumed leveraging this Agreement will automatically be billed to the selected form of payment. If a form of payment change is required, please call Insight Credit Card Services Department for assistance.

Net 30 Payment Terms unless You have a separate purchase agreement signed by both your company and Insight, in which case , the net terms of that separate agreement will govern

Credit Card Payment. Please provide last 4 digits of credit card

*Due to security and compliance standards we require clients to call our Credit Card Services Department at 800-INSIGHT and requesting the Credit Card Services department between the hours of 7:00 and 4:00 MST Monday – Friday to provide the full credit card information.

☐ **BY CHECKING THIS BOX, YOU CERTIFY THAT YOU HAVE READ AND AGREE TO INSIGHT'S "MICROSOFT CLOUD SOLUTION PROVIDER (CSP) AGREEMENT" WHICH IS INCORPORATED HEREIN BY REFERENCE AND GOVERNS YOUR ORDER FROM INSIGHT, LOCATED AT THE FOLLOWING URL:** https://www.insight.com/microsoft-csp-agreement-for-us-gov-community

☐ **BY CHECKING THIS BOX, YOU CERTIFY THAT YOU HAVE READ AND AGREE TO MICROSOFT'S TERMS OF USE (COLLECTIVELY, THE "MICROSOFT AGREEMENTS"). YOU SHALL BE SOLELY RESPONSIBLE FOR PERIODICALLY REVIEWING DESIGNATED URLS OR SUCCESSOR URLS OF MICROSOFT TO UNDERSTAND AND PERFORM IN ACCORDANCE WITH SUCH AMENDED OR OTHERWISE UPDATED MICROSOFT TERMS.**

1. The Microsoft Online Services Terms can found at: https://www.microsoft.com/en-us/licensing/product-licensing/products.aspx

2. The Microsoft Customer Agreement is available from Client's tenant accessed through the Microsoft Online Services Portal; OR Client accepts the current applicable regional version of the Microsoft Customer Agreement available at: https://www.microsoft.com/licensing/docs/customeragreement

3. The Microsoft Azure Service Level Agreement can be found at: https://azure.microsoft.com/en-us/support/legal/sla

BY CHECKING THE ABOVE-REFERENCED BOXES, YOU UNDERSTAND AND AGREE TO EACH AND ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT THAT ARE LEGALLY BINDING. YOU FURTHER AGREE THAT YOUR SIGNATURE ON THIS DOCUMENT IS AS VALID AS IF YOU SIGNED THE DOCUMENT IN WRITING.

By:	**By:**
Name:	**Name:**
Title:	**Title:**
Date:	**Date:**
Email:	

PO Number (Optional):

Appendix C - Manufacturers, Publishers and Suppliers

Manufacturers, Publishers and Suppliers

#1 PC DIAGNOSTICS COMPANY
.COM SOLUTIONS
.VANTRONIX
/n software, inc.
@COMM
@XI COMPUTER
02 SOLUTIONS
0XDATA INC
1 BEYOND, INC
1 EDI SOURCE
1 Source Metrology Corp
1 TRIPPLITE
10000ft
101 AUDIO VIDEO INC
1099 EXPRESS.COM
1099 PRO, INC
10by8
10GEN INC
10GTEK TRANSCEIVERS
10TEC COMPANY
10to8
10ZIG TECHNOLOGY/BOSANOVA
123 SYNCHRONIZER
123PROPOSAL AUTOMATION SOFTWARE INC
128 CONSULTING LLC
12GHOSTS INC
16 SOFTWARE
1776 SOFTWARE
17a-4
1-800-BATTERIES/IGO
1E LTD
1PASSWORD
1SPATIAL INC
1STVISION INC
1VISION SOFTWARE
1WORLDSYNC INC
2 TECHNOLOGY PLACE
200
2020 TECHNOLOGIES
203 Trading - Acer Refurbs
203 Trading - Dell Refurbs
203 Trading - HPI Refurbs
203 Trading - Lenovo Refurbs
203 Trading - Microsoft Refurbs
203 Trading - Samsung Refurbs
203 Trading - Viewsonic Refurbs
22 CASES
22 MILES, INC (PENDING)
24U SOFTWARE
2BRIGHTSPARKS PTE LTD
2BrightSparks Pte. Ltd.
2conciliate Business Solutions AB
2D3 LIMITED
2E2
DigiDNA SARL
DigiEffects LLC
DIGIGRAM
DIGIKEY
DIGI-KEY CORPORATION
DIGILENT
DIGILIANT
DIGIMATION
DIGIMIND
DIGINEX
DIGIPEDE TECHNOLOGIES LLC
DIGIPORT
DIGIPOS SYSTEMS
DIGIPOWER
DIGISHUO
DIGISIGNER
DIGISTORE SOLUTIONS
DIGITAL ACCESSORIES CORPORATION
DIGITAL ACOUSTICS CORPORATION
DIGITAL AIRWARE
DIGITAL ANARCHY
DIGITAL ANTENNA, INC.
DIGITAL ATLANTIC CORP
Digital Audio Corp
DIGITAL BLUE INC.
DIGITAL CANAL
DIGITAL CHECK CORP
DIGITAL COMBUSTION INC
DIGITAL CONCEPT
DIGITAL CONFIDENCE LTD
DIGITAL CREATION
Digital Data Services, Inc.
DIGITAL DECK COVERS
DIGITAL DETECTIVE GROUP
DIGITAL DETECTIVE GROUP LTD
DIGITAL DISPLAY SYSTEMS, INC.
DIGITAL ELEMENT
DIGITAL FILM TOOLS
DIGITAL FILMWORKS
Digital Fuel SV LLC
DIGITAL GUARDIAN INC
DIGITAL IMAGE SOLUTIONS SINGAPORE
DIGITAL INNOVATIONS
DIGITAL INTELLIGENCE INC.
DIGITAL JUICE
DIGITAL LIFESTYLE OUTFITTERS
DIGITAL LOGGERS INC
DIGITAL METAPHORS
DIGITAL METROLOGY SOLUTIONS
DIGITAL NETRIX
DIGITAL NETWORKS
DIGITAL PERIPHERAL SOLUTIONS, INC.
DIGITAL PERSONA
DIGITAL PRODUCT
LANGSDOM
LANGUAGE ENGINEERING COMPANY
LANGUAGE LINE SOLUTIONS
LANIER
LANNER INC
LANPARTE
LANSA INC
LAN-SECURE NETWORKS
LANSHACK
Lansweeper
LANSYST LTD
LANTERIA LLC
LANTRONIX
LAPCABBY
LAPLINK SOFTWARE
LAPLINK.COM
LAPP TANNEHILL
LAPTOP CHARGER FACTORY
LAPTOP SERVICE CENTER LLC
LAPWORKS
LARCOM & YOUNG
LARS SAMS
LARSCOM
LARSEN ANTENNAS
LARSON SOFTWARE TECHNOLOGY
LARSON SOFTWARE TECHNOLOGY 2002
LASALLE TECHNOLOGIES
LASCAR ELECTRONICS
LASCO
LASER RECHARGE
LASERFICHE
LaserPecker
LASERSOFT IMAGING, INC.
LASITU
LASKO PRODUCTS
LASTAR, INC.
LASTBIT CORP
LASTPASS
LASUNEY
LATENIGHT SOFTWARE LTD
LATERALWORKS
Latest Solutions USA
LATITUDE GEOGRAPHICS
LATITUDE LEARNING
LATTICE SEMICONDUCTOR
LATTIX INC
LAUBLAB KG
LAUBRASS INC
LAUDONTECH SOLUTIONS INC
LAUNCH 3 VENTURES LLC COMPANY
LAUNCHDARKLY
LAUNSBY CONSULTING
Laurel Bridge Software, Inc.
Lauren Innovations
SAALFELD
Saba Software
SABERLOGIC INC
SABRENT
SACHLTER
SACRAMENTO COMPUTER POWER INC
SADA SYSTEMS INC
SAE
SAFARI BOOKS ONLINE LLC
SAFCO
SAFE HARBOR COMPUTERS
SAFE SECURITIES INC
SAFE SOFTWARE
SAFE TREK INC
SAFE TYPE, INC
SAFECONSOLE
SAFECORE, INC.
SAFEGUARD
SAFEND
SAFENET, INC.
Safepass.me
SAFER NETWORKING LTD
Safe-T Data
SAFETY INNOVATIONS
SAFETY INSPECTION SOLUTIONS LLC
SAFETY SOFTWORKS
SAFETY TECHNOLOGY INTERNATIONAL
SAFETY TECHNOLOGY INTERNATIONAL INC
Safety Videos
SAFEWARE THE INSURANCE AGENCY INC
Safran Software Solutions AS
Saft
SAGAXSOFT
SAGE GROUP
SAGE PUBLICATIONS
SAGE SOFTWARE
SAGEKEY SOFTWARE
SAGELAMP SOLUTIONS INC
SageMath
SAGEM-INTERSTAR
SAGER NOTEBOOK COMPUTER
SAGITTA HPC
SAHARA CASES LLC
SAICOO
SAILPOINT TECHNOLOGIES
SainSmart
SAINT CORPORATION
SAISON INFORMATION SYSTEMS CO.,LTD
SAITECH IT PRIVATE LIMITED
SAITEK INDUSTRIES
SAKAR
SAKETA
SAL JOHNSON & ASSOCIATES INC
SALAMANDER DESIGNS LTD

Manufacturers, Publishers and Suppliers

2FA, INC.
2FLYER
2N USA LLC
2ND QUADRANT INC
2POINT
2Ring
2-SEC LTD
2X SOFTWARE LLC
2X SOFTWARE LTD
3 LEGGED THING
3000AD SYSTEMS PTY LTD
321DONE
352 INC
360WORKS
37 SIGNALS LLC
3AM SYSTEMS LTD
3C CAD INC
3COM
3CORE SOFTWARE
3CX
3D CONTROL SYSTEMS INC
3D IO GMBH
3D ISSUE
3D LASER ADVANTAGE INC
3D NATURE LLC
3D RAPID PRINTS
3D SYSTEMS, INC.
3D To All
3D3 SOLUTIONS LTD.
3DBear Inc
3DCADCO INC
3D-COAT
3DCONNEXION
3DI INC
3D-KSTUDIO.COM
3DLABS
3DQUAKERS.com
3DStudio.nl
3D-TOOL
3DVISTA ESPANA SL
3EYE TECHNOLOGIES
3I'S INC
3M COMPANY
3M TOUCH SYSTEMS
3P Learning Inc.
3PAR
3RP
3SL
3T SOFTWARE LABS GmbH
3WARE
3XLOGIC
4 DEGREES
42GEARS MOBILITY SYSTEMS
45 DRIVES MANUFACTURING
Digital Projection, Inc.
DIGITAL PROTOTYPE SYSTEMS INC
DIGITAL RAPIDS CORPORATION
Digital Reasoning
DIGITAL RIVER
Digital Science & Research
DIGITAL SECURITY CONTROLS
Digital Shadows Inc
Digital Signature Software
DIGITAL SPECTRUM SOLUTIONS, INC.
DIGITAL SPEECH SYSTEMS
DIGITAL STORAGE
Digital Storm
DIGITAL SURF
DIGITAL TIGERS
Digital Transforms
DIGITAL TRANSITIONS
DIGITAL WATCHDOG
Digital Workplace Forum Group
DIGITAL.AI SOFTWARE, INC.
DIGITALINX
DIGITALLINK
DIGITALML USA INC
DIGITALOFFICEPRO INC
DIGITALSTORAGE
DIGITALVOLCANO SOFTWARE LTD
DIGITALVOLCANO SOFTWARE LTD.
Digite Inc.
DIGITECH SYSTEMS
DIGITEK COMPUTER PRODUCTS
DIGITIZE DESIGNS LLC
DIGITIZEIT
DIGITTRADE GMBH
Digitus Biometrics, Inc.
DIGITZONE
DIGIUM
DIGSELL
DIGSILENT GMBH
DILIGENT CORPORATION
DIMASTR
DIMENSION 5
DIMENSIONAL SOLUTIONS INC
DIMPLE SOFTWARE
Dinamenta
DINAMO GMBH
DINCLOUD
DINKUMWARE
DINO SOFTWARE
DINOLITE
DINSPACE
DI-O-MATIC
DIPL-ING. MARTIN AIGNESBERGER
DIRAD TECHNOLOGIES INC
DIRECT BUSINESS TECHNOLOGIES LLC
LAUTERBACH INC
LAVA COMPUTER MANUFACTURING
LAVALIER
LAVASOFT
LAVASTORM ANALYTICS INC
LAVIEW EAGLE EYE TECHNOLOGY
LAVKOW
LAW ENFORCEMENT SUPPLY
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ZYLAB
ZYLO INC
ZYLOX
Zymbit Inc
ZYME SOLUTIONS INC
ZYMEWIRE
ZYNAMICS
ZYNAPTIQ
ZYXEL
ZyXEL Communication Corp
ZZEE TOOLS CORPORATION
ZZZ PROJECTS INC

Appendix D - Dun and Bradstreet Report 2022

D&B Finance Analytics

Printed By: Cameo Peralta

Date Printed:04/26/2022

LIVE REPORT

INSIGHT ENTERPRISES, INC.

Tradestyle(s): INSIGHT

ACTIVE HEADQUARTERS

D-U-N-S Number: 87-638-3589
Phone: +1 (480) 333-3000

Address: 2701 E Insight Way, Moved From: 6820 S Harl Ave, Tempe, Az, Chandler, AZ, 85286, United States Of America
Web: www.insight.com
Endorsement: cxperalt@insight.com
Exclude from Portfolio Insight:

Summary

KEY DATA ELEMENTS (Formerly: SCORE BAR)

KDE Name	Current Status	Details
PAYDEX® ↑	78	3 days beyond terms
Delinquency Score ↑	79	Low to Moderate Risk of severe payment delinquency.
Failure Score ↓	44	Moderate Risk of severe financial stress.
D&B Viability Rating	1 2 A A	View More Details
Bankruptcy Found	N	
D&B Rating	5A3	5A indicates 50 million and over, Credit appraisal of 3 is fair

DETAILED TRADE RISK INSIGHT™

Days Beyond Terms
1 Days

3 Months
From Feb-22 to Apr-22

1

High Risk (120+) Low Risk (0)

Days Beyond Terms Past 3 months : 1

Low Risk:0 ; High Risk:120+

Dollar-weighted average of 36 payment experiences reported from 13 companies.

PAYDEX® TREND CHART

This Company Industry Benchmark

ALERTS

There are no alerts for this D-U-N-S Number.

OWNERSHIP

Subsidiaries	Branches	Total Members
34	15	250

This company is a Global Ultimate, Domestic Ultimate, Headquarters, Parent.

	Global Ultimate	Domestic Ultimate
Name	INSIGHT ENTERPRISES, INC.	INSIGHT ENTERPRISES, INC.
Country	UNITED STATES	UNITED STATES
D-U-N-S	87-638-3589	87-638-3589
Others	-	-

DELINQUENCY SCORE (Formerly Commercial Credit Score)

Company's Risk Level

LOW-MODERATE

Probability of delinquency over the next 12 months

2.69 %



Past 12 Months

Low Risk

High Risk

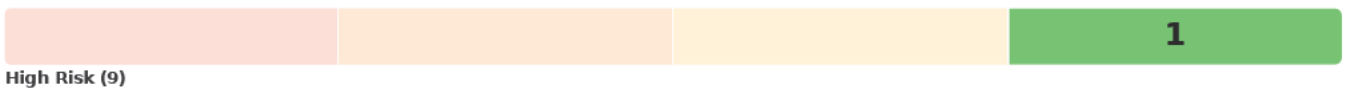
D&B PAYDEX - 3 MONTHS



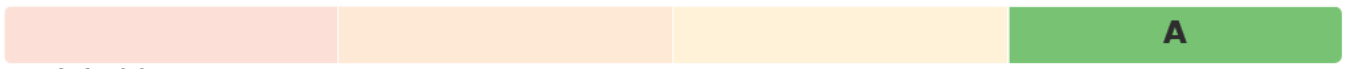
3 days beyond terms

VIABILITY RATING SUMMARY

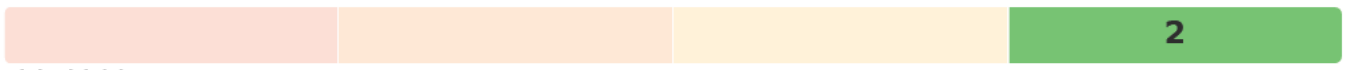
Viability Score



Data Depth Indicator



Portfolio Comparison



Financial Data	Available
Trade Payments	Available: 3+Trade
Company Size	Large: Employees:50+ or Sales: $500K+
Years in Business	Established

COMPANY PROFILE

D-U-N-S 87-638-3589	**Mailing Address** UNITED STATES	**Annual Sales** 9,436,113,000
Legal Form Corporation (US)	**Telephone** +1 (480) 333-3000	**Net Worth** 1,509,227,000
History Record Clear	**Website** www.insight.com	**Employees** 11,006
Date Incorporated 06/04/1991	**Present Control Succeeded** 1988	**Age (Year Started)** 34 Years (1988)
State of Incorporation DELAWARE		**Named Principal** Kenneth T Lamneck, PRES-CEO
Ownership		**Line of Business**

Public: NSIT(NGS)

Computer related services

SIC

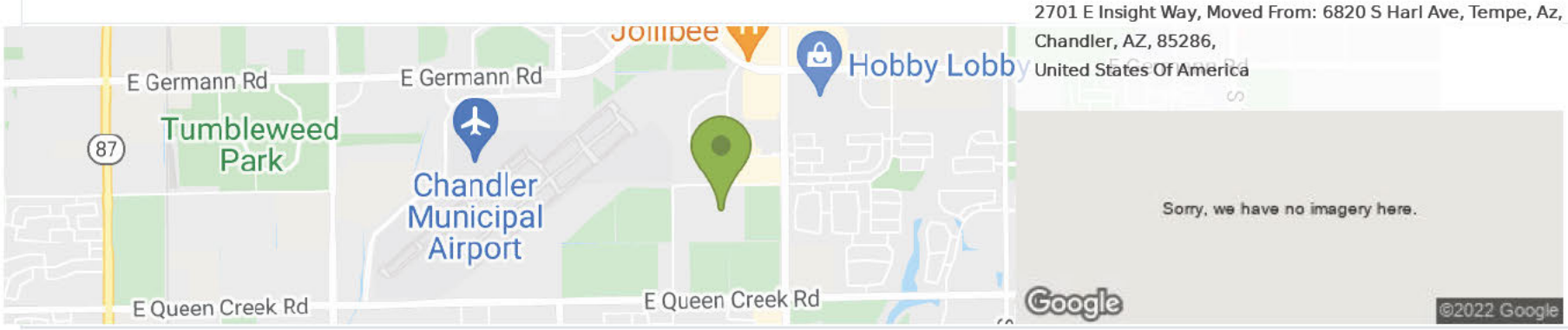
73790200

NAICS

541512

Street Address:

2701 E Insight Way, Moved From: 6820 S Harl Ave, Tempe, Az, Chandler, AZ, 85286,
United States Of America



STOCK PERFORMANCE

Symbol	Last Price	Change	% Change
NSIT	**98.82**	**-2.66 ↓**	**-2.62%**

History		Performance	
Daily High	101.28	Market Cap	3,465,855,062
Daily Low	98.81	P/E:	16.60
52-Week High	111.02	EPS:	5.95
52-Week Low	88.28	Div/Yield	5.95

WEB & SOCIAL POWERED BY FIRSTRAIN

- Royce & Associates LP Has $15.75 Million Holdings in Insight Enterprises, Inc. (NASDAQ:NSIT) MR Modern Readers 23-Apr-2022
- Insight Enterprises, Inc. to Report First Quarter 2022 Financial Results on May 5, 2022 Business Wire, Inc. 21-Apr-2022
- Auckland Council group-buy rattles Microsoft license market Reseller News 19-Apr-2022
- Insight appoints Sumana Nallapati as Chief Information Officer IT Business 18-Apr-2022
- Insight Enterprises, Inc. (NASDAQ:NSIT) Expected to Post Quarterly Sales of $2.41 Billion ETF Daily News 17-Apr-2022
- $2.41 Billion in Sales Expected for Insight Enterprises, Inc. (NASDAQ:NSIT) This Quarter Defenseworld.net 17-Apr-2022
- Insight Enterprises, Inc. (NASDAQ:NSIT) Expected to Post Earnings of $1.60 Per Share WKRB Financial News 15-Apr-2022
- Insight Wins VMware North America 2022 Partner Value Award Business Wire, Inc. 14-Apr-2022
- Zacks Investment Research Downgrades Insight Enterprises (NASDAQ:NSIT) to Hold Defenseworld.net 14-Apr-2022
- Insight Enterprises, Inc. (NASDAQ:NSIT) Expected to Announce Earnings of $1.60 Per Share ETF Daily News 13-Apr-2022

Load More

NOTES

Add Note

No notes is available for this D-U-N-S Number.

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Small Business Risk Insight

ACCOUNT SUMMARIES

Total Current Balance

Total Past Due

Total Past Due Cycle 1

Total Past Due Cycle 2

Total Past Due Cycle 3

Total Past Due Cycle 4

Total Past Due Cycle 5

Total Charge Off Amount

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
No data found															

Risk Assessment

D&B RISK ASSESSMENT

OVERALL BUSINESS RISK

HIGH	MODERATE-HIGH	MODERATE	LOW-MODERATE	LOW

Dun & Bradstreet thinks...

- Overall assessment of this organization over the next 12 months: **STABLE CONDITION**
- Based on the predicted risk of business discontinuation: **LIKELIHOOD-OF-CONTINUED-OPERATIONS**
- Based on the predicted risk of severely delinquent payments: **LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

MAXIMUM CREDIT RECOMMENDATION

US$ 5,300,000

The recommended limit is based on a moderately low probability of severe delinquency.

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score
Compared to All US Businesses within the D&B Database:

- Level of Risk:**Low Risk**
- Businesses ranked **1** have a probability of becoming no longer viable: **0.2 %**
- Percentage of businesses ranked **1: 0.3 %**
- Across all US businesses, the average probability of becoming no longer viable:**14 %**

Portfolio Comparison
Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment :**Available Financial Data**
- Level of Risk:**Low Risk**
- Businesses ranked **2** within this model segment have a probability of becoming no longer viable: **0.2 %**
- Percentage of businesses ranked **2** with this model segment: **14 %**
- Within this model segment, the average probability of becoming no longer viable:**0.6 %**

Data Depth Indicator

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Comprehensive Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

Company Profile:

Company Profile Details:

- Financial Data: **True**
- Trade Payments: **Available: 3+Trade**
- Company Size: **Large: Employees:50+ or Sales: $500K+**
- Years in Business: **Established: 5+**

A

Financial Data	Trade Payments	Company Size	Years in Business
True	Available: 3+Trade	Large	Established

FAILURE SCORE FORMERLY FINANCIAL STRESS SCORE



- Low proportion of satisfactory payment experiences to total payment experiences
- High proportion of slow payment experiences to total number of payment experiences
- UCC Filings reported
- High number of enquiries to D&B over last 12 months
- Evidence of open judgments

Level of Risk	Raw Score	Probability of Failure	Average Probability of Failure for Businesses in D&B Database	Class
Moderate	**1471**	**0.27 %**	**0.48**	**3**

Business and Industry Trends



BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	44
Region:(MOUNTAIN)	33
Industry:BUSINESS, LEGAL AND ENGINEERING SERVICES	37
Employee range:(500-2300000)	53
Years in Business:(26+)	81

DELINQUENCY SCORE FORMERLY COMMERCIAL CREDIT SCORE



- Higher risk industry based on delinquency rates for this industry
- Proportion of slow payments in recent months
- Proportion of past due balances to total amount owing
- Evidence of open judgments

Level of Risk	Raw Score	Probability of Delinquency	Compared to Businesses in D&B Database	Class
Low-Moderate	**546**	**2.69 %**	**10.2 %**	**2**

Business and Industry Trends



BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	79
Region:(MOUNTAIN)	29

Norms	National %
Industry:BUSINESS, LEGAL AND ENGINEERING SERVICES	37
Employee range:(500-2768886)	76
Years in Business:(26+)	69

D&B PAYDEX

78

High Risk (1) Low Risk (100)

When weighted by amount, Payments to suppliers average 3 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 78
Equals 3 Days Beyond Terms

D&B 3 MONTH PAYDEX

78

High Risk (1) Low Risk (100)

Based on payments collected 3 months ago.
When weighted by amount, Payments to suppliers average 3 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 78
Equals 3 Days Beyond Terms

Business and Industry Trends

7379 - Computer related services

△ PAYDEX ⬚ Industry Lower Quartile ◔ Industry Median Quartile ✳ Industry Upper Quartile

Equals

D&B RATING

Current Rating as of 02/26/2019

Financial Strength
5A : USD 50,000,000 and over in Net Worth or Equity

Risk Indicator
3 : Moderate Risk

Previous Rating

Financial Strength
5A : US$ 50,000,000 and over in Net Worth or Equity

Risk Indicator
2 : Low Risk

History since 02/26/2010

Date Applied	D&B Rating
11/09/2018	5A2
08/15/2018	5A3
08/03/2018	5A2
05/07/2018	5A3
03/02/2018	5A2

Trade Payments

TRADE PAYMENTS SUMMARY (Based on 24 months of data)

Overall Payment Behaviour
3
Days Beyond Terms

Highest Now Owing:
US$ 30,000,000

% of Trade Within Terms
62%

Total Trade Experiences:
90
Largest High Credit:
US$ 30,000,000
Average High Credit:
US$ 701,116

Highest Past Due
US$ 1,000,000

Total Unfavorable Comments :
0
Largest High Credit:
US$ 0

Total Placed in Collections:
0
Largest High Credit:
US$ 0

D&B PAYDEX

78

High Risk (1) Low Risk (100)

When weighted by amount, Payments to suppliers average 3 days beyond terms

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D&B 3 MONTH PAYDEX

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Industry Median 78
Equals 3 Days Beyond Terms

Industry Median 78
Equals 3 Days Beyond Terms

BUSINESS AND INDUSTRY TRENDS

Based on 24 months of data

7379 - Computer related services

△ PAYDEX ⬚ Industry Lower Quartile ◔ Industry Median Quartile ✳ Industry Upper Quartile

	5/20	6/20	7/20	8/20	9/20	10/20	11/20	12/20	1/21	2/21	3/21	4/21	5/21	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	Current 2022
This Business	77	76	77	77	77	78	77	77	78	78	78	78	78	78	78	78	78	78	78	77	77	78	78	78
Industry Quartile																								
Upper	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-
Median	-	78	-	-	79	-	-	78	-	-	78	-	-	78	-	-	78	-	-	78	-	-	78	-
Lower	-	70	-	-	70	-	-	69	-	-	69	-	-	69	-	-	70	-	-	70	-	-	70	-

TRADE PAYMENTS BY CREDIT EXTENDED (Based on 12 months of data)

Range of Credit Extended (US$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	18	US$ 47,850,000	95
50,000 - 99,999	2	US$ 120,000	50
15,000 - 49,999	10	US$ 275,000	63
5,000 - 14,999	13	US$ 105,000	62
1,000 - 4,999	11	US$ 23,000	72
Less than 1,000	15	US$ 4,050	47

TRADE PAYMENTS BY INDUSTRY (BASED ON 24 MONTHS OF DATA)

Collapse All | Expand All

Industry Category	Number of Payment Experiences	Largest High Credit (US$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
27 - Printing, Publishing and Allied Industries	1	10,000	100	0	0	0	0
2711 - Newspaper-print/publ	1	10,000	100	0	0	0	0
35 - Industrial and Commercial Machinery and Computer Equipment	4	2,500	93	7	0	0	0
3579 - Mfg misc office eqpt	3	750	86	14	0	0	0
3585 - Mfg refrig/heat equip	1	2,500	100	0	0	0	0
36 - Electronic and other electrical equipment and components except computer equipment	2	10,000	50	0	0	0	50
3629 - Mfg elect indus equip	1	10,000	0	0	0	0	100
3674 - Mfg semiconductors	1	50	100	0	0	0	0
45 - Transportation by Air	1	100	0	0	0	0	100
4513 - Air courier service	1	100	0	0	0	0	100
47 - Transportation	2	1,000	17	0	33	17	33

Services							
4731 - Arrange cargo transpt	2	1,000	17	0	33	17	33
48 - Communications	7	40,000	59	0	0	41	0
4813 - Telephone communictns	7	40,000	59	0	0	41	0
50 - Wholesale Trade - Durable Goods	16	30,000,000	78	0	7	2	13
5045 - Whol computers/softwr	9	2,000,000	63	0	27	9	1
5065 - Whol electronic parts	5	30,000,000	99	1	0	0	0
5064 - Whol appliances	1	8,000,000	100	0	0	0	0
5063 - Whol electrical equip	1	30,000	50	0	0	0	50
51 - Wholesale Trade - Nondurable Goods	2	10,000	55	0	45	0	0
5113 - Whol service paper	2	10,000	55	0	45	0	0
60 - Depository Institutions	7	1,000,000	100	0	0	0	0
6021 - Natnl commercial bank	7	1,000,000	100	0	0	0	0
61 - Nondepository Credit Institutions	2	750,000	100	0	0	0	0
6153 - Short-trm busn credit	1	750,000	100	0	0	0	0
6159 - Misc business credit	1	20,000	100	0	0	0	0
73 - Business Services	10	1,000,000	26	19	0	0	39
7372 - Prepackaged software	5	250,000	7	61	1	0	31
7373 - Computer system desgn	1	1,000,000	50	50	0	0	0
7374 - Data processing svcs	1	100,000	0	0	0	0	100
7371 - Custom programming	1	100,000	100	0	0	0	0
7359 - Misc equipment rental	1	250	0	0	0	0	100
7389 - Misc business service	1	0	0	0	0	0	0
75 - Automotive Repair, Services and Parking	2	10,000	25	25	25	0	25
7514 - Passenger car rental	2	10,000	25	25	25	0	25
87 - Engineering Accounting Research Management and Related Services	2	50,000	25	0	0	25	0
8734 - Testing laboratory	1	50,000	50	0	0	50	0
8748 - Business consulting	1	0	0	0	0	0	0
91 - Executive Legislative and	2	5,000	100	0	0	0	0

General Government except Finance							
9111 - Executive office	2	5,000	100	0	0	0	0
93 - Public Finance Taxation and Monetary Policy	6	5,000	100	0	0	0	0
9311 - Public finance	6	5,000	100	0	0	0	0
96 - Administration of Economic Programs	1	100	100	0	0	0	0
9611 - Admin economic prgm	1	100	100	0	0	0	0
99 - Nonclassifiable Establishments	4	15,000	100	0	0	0	0
9999 - Nonclassified	4	15,000	100	0	0	0	0

TRADE LINES

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
04/22	Pays Promptly	N30	10,000	0	0	1
03/22	Pays Promptly	-	30,000,000	30,000,000	1,000,000	1
03/22	Pays Promptly	-	8,000,000	8,000,000	400,000	1
03/22	Pays Promptly	-	900,000	600,000	0	1
03/22	Pays Promptly	N30	100,000	35,000	0	1
03/22	Pays Promptly	-	100,000	0	0	Between 4 and 5 Months
03/22	Pays Promptly	-	20,000	7,500	100	1
03/22	Pays Promptly	-	15,000	0	0	Between 6 and 12 Months
03/22	Pays Promptly	-	15,000	0	0	Between 6 and 12 Months
03/22	Pays Promptly	-	7,500	7,500	0	1
03/22	Pays Promptly	-	1,000	0	0	Between 4 and 5 Months
03/22	Pays Promptly	-	750	750	0	1
03/22	Pays Promptly	-	250	0	0	Between 6 and 12 Months
03/22	Pays Promptly	N30	50	0	0	Between 4 and 5 Months
03/22	Pays Promptly	-	0	0	0	1
03/22	Pays Prompt to Slow 30+	-	600,000	0	0	1
03/22	Pays Prompt to Slow 30+	-	25,000	10,000	0	1
03/22	Pays Prompt to Slow 30+	-	50	0	0	1
03/22	Pays Prompt to Slow 60+		2,000,000	30,000	30,000	1
03/22	Pays Prompt to Slow 60+	-	10,000	10,000	0	1
03/22	Pays Prompt to Slow 60+	-	10,000	5,000	100	1
03/22	Pays Prompt to Slow 60+	-	500	500	100	1
03/22	Pays Prompt to Slow 90+	N30	700,000	400,000	400,000	Between 2 and 3 Months
03/22	Pays Prompt to Slow 90+	-	25,000	0	0	1
03/22	Pays Prompt to Slow 120+	-	70,000	35,000	30,000	1
03/22	Pays Prompt to Slow 120+	-	30,000	0	0	Between 6 and 12 Months
03/22	Pays Slow 30+	-	100,000	100,000	100,000	1
03/22	Pays Slow 60+	-	2,500	0	0	Between 6 and 12 Months
03/22	Pays Slow 120+	-	100,000	100,000	100,000	-
03/22	Pays Slow 30 120+		10,000	1,000	50	1
03/22	Pays Slow 120+	-	250	250	250	-

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
03/22	Pays Slow 120+	-	100	0	0	Between 6 and 12 Months
03/22	-	Cash account	250	0	0	1
03/22	-	Cash account	250	0	0	Between 6 and 12 Months
03/22	-	Cash account	100	0	0	Between 2 and 3 Months
03/22	-	Cash account	100	0	0	1
03/22	-	Cash account	50	0	0	Between 6 and 12 Months
03/22	-	Cash account	50	0	0	1
03/22	-	Cash account	50	0	0	1
03/22	-	Cash account	0	0	0	Between 6 and 12 Months
02/22	Pays Promptly	-	1,000,000	1,000,000	0	1
02/22	Pays Promptly	-	750,000	300,000	0	1
02/22	Pays Promptly	-	500,000	500,000	0	1
02/22	Pays Promptly	-	500,000	500,000	0	1
02/22	Pays Promptly	-	500,000	500,000	0	1
02/22	Pays Promptly	-	100	0	0	Between 6 and 12 Months
02/22	Pays Prompt to Slow 60+	-	40,000	0	0	Between 4 and 5 Months
02/22	Pays Prompt to Slow 90+	-	50,000	50,000	45,000	1
02/22	Pays Prompt to Slow 90+	-	500	0	0	Between 6 and 12 Months
01/22	Pays Promptly	-	5,000	0	0	1
01/22	Pays Promptly	-	2,500	0	0	1
01/22	Pays Slow 60-120+	-	1,000	0	0	Between 6 and 12 Months
12/21	Pays Promptly	-	100	0	0	Between 6 and 12 Months
12/21	-	Cash account	50	0	0	1
11/21	-	Cash account	50	0	0	Between 6 and 12 Months
10/21	-	Cash account	50	0	0	1
09/21	-	Cash account	50	0	0	Between 2 and 3 Months
09/21	-	Cash account	50	0	0	Between 2 and 3 Months
08/21	Pays Promptly	-	20,000	0	0	Between 6 and 12 Months
08/21	Pays Promptly	-	0	0	0	Between 4 and 5 Months
07/21	Pays Promptly	-	5,000	0	0	1
07/21	Pays Promptly	-	5,000	0	0	1
07/21	Pays Promptly	-	2,500	0	0	1
07/21	Pays Promptly	-	2,500	0	0	1
07/21	Pays Slow 60+	-	250	0	0	Between 6 and 12 Months
05/21	Pays Promptly	-	10,000	0	0	Between 2 and 3 Months
05/21	Pays Prompt to Slow 90+	-	40,000	0	0	Between 2 and 3 Months
05/21	Pays Prompt to Slow 90+	-	2,500	0	0	Between 2 and 3 Months
05/21	Pays Prompt to Slow 90+	-	1,000	0	0	Between 2 and 3 Months
05/21	Pays Slow 120+	-	10,000	0	0	Between 6 and 12 Months
05/21	-	Cash account	50	0	0	1
04/21	-	Cash account	50	0	0	1
02/21	Pays Slow 90+	-	100	100	100	-
12/20	Pays Promptly	-	7,500	0	0	Between 6 and 12 Months
12/20	Pays Prompt to Slow 30+	-	45,000	0	0	1
12/20	Pays Slow 30-120+	-	250,000	30,000	20,000	1
09/20	Pays Slow 60+	N30	10,000	0	0	Between 6 and 12 Months
07/20	Pays Promptly	-	2,500	2,500	0	1
05/20	Pays Prompt to Slow 30+	-	1,000,000	0	0	Between 2 and 3 Months
04/20	Pays Promptly	-	2,500	0	0	1

OTHER PAYMENT CATEGORIES

Other Payment Categories	Experience	Total Amount
Cash experiences	18	US$ 1,350
Payment record unknown	1	US$ 1,000
Unfavorable comments	0	US$ 0
Placed for collections	0	US$ 0
Total in D&B's file	90	US$ 48,379,400

Corporate Linkage

Increase your understanding of the links and risks between your customers and suppliers with D&B's Interactive Global Family Tree

SUBSIDIARIES (DOMESTIC)

Company	City , State	D-U-N-S® NUMBER
ENSYNCH, INCORPORATED	TEMPE , Arizona	05-165-4379
INSIGHT NORTH AMERICA, INC.	TEMPE , Arizona	09-473-3862
SOFTWARE SPECTRUM, INC.	PLANO , Texas	10-259-5865
INSIGHT DIRECT USA, INC.	CHANDLER , Arizona	15-755-2118
PCM, INC.	EL SEGUNDO , California	18-108-7842
INSIGHT TECHNOLOGY SOLUTIONS, LLC	BOWIE , Maryland	05-231-1607
BLUEMETAL ARCHITECTS, INC.	WATERTOWN , Massachusetts	96-586-9675
INSIGHT RECEIVABLES, LLC	BLOOMINGDALE , Illinois	07-849-4005
INSIGHT DIRECT USA, INC.	HANOVER PARK , Illinois	08-113-2421
CALENCE, LLC	TEMPE , Arizona	07-095-9459
INSIGHT DIRECT WORLDWIDE, INC.	TEMPE , Arizona	07-869-3931
INSIGHT GLOBAL FINANCE, INC.	TEMPE , Arizona	82-869-3478
DATALINK HOLDING LLC	TEMPE , Arizona	11-726-0326
DATALINK NEVADA LLC	TEMPE , Arizona	11-726-0329
INSIGHT STADIUM SERVICES, LLC	TEMPE , Arizona	11-727-3767
CALENCE PHYSICAL SECURITY SOLUTIONS, LLC	TEMPE , Arizona	11-726-9176
INSIGHT CONSULTING SERVICES, LLC	MEDFORD , New Jersey	04-749-3391
MV SUB, INC.	TEMPE , Arizona	11-731-3941
CARDINAL SOLUTIONS GROUP-FLORIDA, LLC	TEMPE , Arizona	11-732-0088
CARDINAL SOLUTIONS GROUP-TENNESSEE, LLC	TEMPE , Arizona	11-732-0091
CARDINAL SOLUTIONS GROUP-GEORGIA, LLC	TEMPE , Arizona	11-732-0090
STI ACQUISITION	TEMPE , Arizona	11-731-6884
INSIGHT RECEIVABLES HOLDING, LLC	ADDISON , Illinois	11-739-3170

EN POINTE TECHNOLOGY SALES, LLC	TEMPE , Arizona	11-821-8102
INSIGHT DIRECT PHILIPPINES, LLC	TEMPE , Arizona	11-837-7108

This list is limited to the first 25 subsidiaries.

SUBSIDIARIES (INTERNATIONAL)

Company	City , Country or Region	D-U-N-S® NUMBER
INSIGHT ENTERPRISES UK LIMITED	SHEFFIELD , UNITED KINGDOM	22-049-5803
Insight Holding (Deutschland) GmbH	Garching b. München , GERMANY	32-983-1940
SSI (BRITAIN) LIMITED.	SHEFFIELD , UNITED KINGDOM	37-894-5612
Insight Technology Solutions AG	WALLISELLEN , SWITZERLAND	48-091-3982
INSIGHT TECHNOLOGY SOLUTIONS SAS	VELIZY VILLACOUBLAY , FRANCE	77-614-7852

BRANCHES (DOMESTIC)

Company	City , State	D-U-N-S® NUMBER
INSIGHT ENTERPRISES, INC.	ADDISON , Illinois	80-674-6983
INSIGHT ENTERPRISES, INC.	EASTON , Connecticut	79-766-8824
INSIGHT ENTERPRISES, INC.	ARVADA , Colorado	80-130-8235
INSIGHT ENTERPRISES, INC.	NEW YORK , New York	86-106-4413
INSIGHT ENTERPRISES, INC.	TEMPE , Arizona	07-869-2460
INSIGHT ENTERPRISES, INC.	EDINA , Minnesota	03-670-7575
INSIGHT ENTERPRISES, INC.	COLUMBUS , Ohio	11-655-7789
INSIGHT ENTERPRISES, INC.	EDEN PRAIRIE , Minnesota	11-676-1884
INSIGHT ENTERPRISES, INC.	BAYTOWN , Texas	06-403-5147
INSIGHT ENTERPRISES, INC.	WELLINGTON , Florida	03-451-6918
INSIGHT ENTERPRISES, INC.	MCALLEN , Texas	07-498-1005
INSIGHT ENTERPRISES, INC.	VERNON , Connecticut	01-534-3486
INSIGHT ENTERPRISES, INC.	RALEIGH , North Carolina	11-717-4661
INSIGHT ENTERPRISES, INC.	TAMPA , Florida	11-850-8206
INSIGHT ENTERPRISES, INC.	LEWIS CENTER , Ohio	11-777-4946

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Legal Events

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Bankruptcies	Judgements	Liens	Suits	UCCs
No	1	0	0	60

	Latest Filing: 12/18/2019	Latest Filing: -	Latest Filing: -	Latest Filing: 04/28/2020

EVENTS

Judgement - Court Judgement

Filing Date	12/18/2019
Filing Number	201911700048CE
Status	Unsatisfied
Date Status Attained	12/18/2019
Received Date	04/24/2020
Award	US$ 12,000
Debtors	INSIGHT ENTERPRISES, INC
Creditors	CITY OF PHILADELPHIA, PHILADELPHIA, PA
Court	PHILADELPHIA MUNICIPAL COURT, PHILADELPHIA, PA

UCC Filing - Continuation

Filing Date	04/28/2020
Filing Number	1156399501214
Received Date	05/04/2020
Original Filing Date	07/10/2015
Original Filing Number	832869600786
Secured Party	KEY EQUIPMENT FINANCE, A DIVISION OF KEYBANK NA, SUPERIOR, CO
Debtors	DATALINK CORPORATION, EDEN PRAIRIE, MN
Filing Office	SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

UCC Filing - Original

Filing Date	08/30/2019
Filing Number	2019 6053479
Received Date	09/27/2019
Collateral	All Assets and proceeds
Secured Party	JPMORGAN CHASE BANK, N. A., AS ADMINISTRATIVE AGENT, CHICAGO, IL
Debtors	INSIGHT ENTERPRISES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	05/02/2019
Filing Number	2019 3062739
Received Date	06/04/2019
Collateral	Leased Computer equipment and proceeds
Secured Party	DELL FINANCIAL SERVICES L.L.C., ROUND ROCK, TX
Debtors	INSIGHT ENTERPRISES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	03/12/2019
Filing Number	1074128301790
Received Date	03/18/2019
Original Filing Date	06/05/2014
Original Filing Number	201436858067
Secured Party	INSIGHT INVESTMENTS, LLC, COSTA MESA, CA
Secured Party	MB FINANCIAL BANK NA, ROSEMONT, IL
Secured Party	US BANK EQUIPMENT FINANCE A DIVISION OF US BANK NATIONAL ASSOCIATION, MARSHALL, MN
Secured Party	US BANK EQUIPMENT FINANCE A DIVISION OF US BANK NATIONAL ASSOCIATION, MARSHALL, MN
Secured Party	WELLS FARGO EQUIPMENT FINANCE INC, MINNEAPOLIS, MN
Debtors	DATALINK CORPORATION, EDEN PRAIRIE, MN
Filing Office	SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN

UCC Filing - Continuation

Filing Date	08/10/2017
Filing Number	2017 5301145
Received Date	09/21/2017
Original Filing Date	01/22/2013
Original Filing Number	2013 0262627
Secured Party	BANK ONE, NA, AS AGENT, CHICAGO, IL
Debtors	INSIGHT ENTERPRISES, INC., TEMPE, AZ
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	11/21/2016
Filing Number	20167206244
Received Date	01/19/2017
Original Filing Date	04/30/2012
Original Filing Number	2012 1663311
Secured Party	WELLS FARGO CAPITAL FINANCE, LLC, AS COLLATERAL AGENT, ENGLEWOOD, CO
Debtors	INSIGHT ENTERPRISES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	06/08/2016
Filing Number	200614290252
Received Date	07/14/2016
Original Filing Date	07/06/2006
Original Filing Number	200614290252
Secured Party	HEWLETT-PACKARD COMPANY, PALO ALTO, CA

Debtors	INSIGHT CANADA, INC., TEMPE, AZ
Filing Office	SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ

UCC Filing - Original

Filing Date	01/22/2013
Filing Number	2013 0262627
Received Date	02/14/2013
Collateral	Assets including proceeds and products
Secured Party	BANK ONE, NA, AS AGENT, CHICAGO, IL
Debtors	INSIGHT ENTERPRISES, INC., TEMPE, AZ
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	04/30/2012
Filing Number	2012 1663311
Received Date	05/24/2012
Collateral	All Assets including proceeds and products
Secured Party	WELLS FARGO CAPITAL FINANCE, LLC, AS COLLATERAL AGENT, ENGLEWOOD, CO
Debtors	INSIGHT ENTERPRISES, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	01/25/2011
Filing Number	200614290252
Received Date	02/08/2011
Original Filing Date	07/06/2006
Original Filing Number	200614290252
Secured Party	HEWLETT-PACKARD COMPANY, PALO ALTO, CA
Debtors	INSIGHT CANADA, INC., TEMPE, AZ
Filing Office	SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ

UCC Filing - Amendment

Filing Date	10/02/2008
Filing Number	200614290252
Received Date	11/10/2008
Collateral	Inventory including proceeds and products - Account(s) including proceeds and products - Chattel paper including proceeds and products - General intangibles(s) including proceeds and products - and OTHERS
Original Filing Date	07/06/2006
Original Filing Number	200614290252
Secured Party	HEWLETT-PACKARD COMPANY, PALO ALTO, CA
Debtors	INSIGHT CANADA, INC.
Filing Office	SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ

UCC Filing - Original

Filing Date	06/02/2006
Filing Number	011021891
Received Date	06/21/2006
Collateral	Account(s) and proceeds - Computer equipment and proceeds - Business machinery/equipment and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds
Secured Party	BAL GLOBAL FINANCE, LLC, TROY, MI
Secured Party	BANC OF AMERICA LEASING & CAPITAL, LLC, TROY, MI
Debtors	INSIGHT DIRECT USA, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL

UCC Filing - Original

Filing Date	06/01/2006
Filing Number	011016448
Received Date	06/21/2006
Collateral	Leased Unspecified
Secured Party	BAL GLOBAL FINANCE, LLC, TROY, MI
Secured Party	BANC OF AMERICA LEASING & CAPITAL, LLC, TROY, MI
Debtors	INSIGHT DIRECT USA, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL

UCC Filing - Original

Filing Date	01/10/2006
Filing Number	200614038234
Received Date	02/14/2006
Collateral	AGREEMENTS
Secured Party	WELLS FARGO FINANCIAL LEASING, INC., NEWPORT BEACH, CA
Debtors	INSIGHT DIRECT USA, INC.
Filing Office	SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ

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There may be additional UCC Filings in D&Bs file on this company available by contacting 1-800-234-3867.

There may be additional suits, liens, or judgments in D&B's file on this company available in the U.S. Public Records Database, also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

Special Events

SPECIAL EVENTS

Date	Event Description
04/11/2022	**OFFICER CHANGE: According to published reports, Insight Enterprises announced the appointment of Sumana Nallapati as chief information officer replacing Jeff Shumway.**
04/05/2022	**Business address has changed from 6820 S Harl Ave, Tempe, AZ, 85283 to 2701 E Insight Way, Chandler, AZ, 85286.**

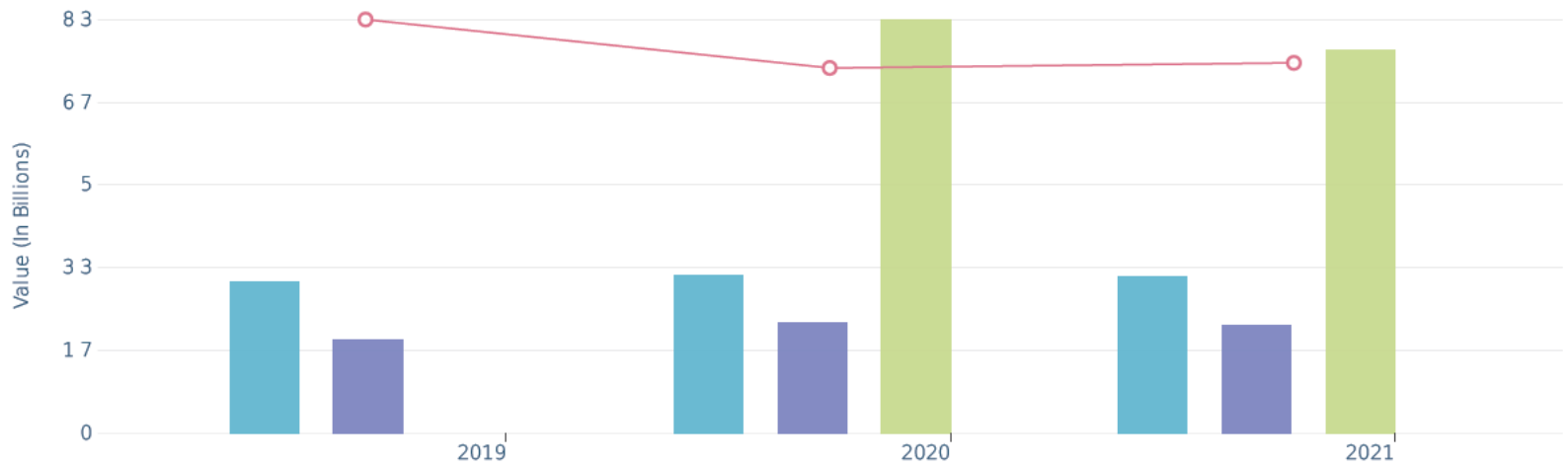
Date	Event Description
02/21/2022	BOARD OF DIRECTORS UPDATE: According to published reports, Insight Enterprises, Inc. announced that it has named Alexander L. Baum as an independent director to its board.
02/10/2022	EARNINGS UPDATE: According to published reports, comparative operating results for the 12 months ended December 31, 2021: Sales of $9,436,113,000, Net Income of $219,345,000; compared to Sales of $8,340,579,000, Net Income of $172,640,000 for the comparable period in the prior year.
11/13/2021	EARNINGS UPDATE: According to published reports, comparative operating results for the 9 months ended September 30, 2021: Sales of $6,870,090,000, Net Income of $157,212,000; compared to Sales of $6,049,264,000, Net Income of $119,252,000 for the comparable period in the prior year.

Financials - D&B

Financials

Source: D&B | Currency: All figures shown in USD unless otherwise stated

FINANCIAL STATEMENT COMPARISON



	Interim Consolidated 03/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019	Last 3 years
Current Assets	3,153,693,000	3,176,450,000	3,048,032,000	
Current Liabilities	2,175,072,000	2,227,464,000	1,883,528,000	
Tangible Net Worth	1,383,166,000	1,342,429,000	1,160,318,000	
Sales	-	8,340,579,000	7,731,190,000	
Net Income	-	172,640,000	159,407,000	
Current Ratio	1.45	1.43	1.62	
Working Capital	978,621,000	948,986,000	1,164,504,000	
Other Assets	1,100,914,000	1,134,282,000	1,130,147,000	
Long Term Liabilities	696,369,000	740,839,000	1,134,333,000	

STATEMENT INFORMATION

Source Information	Statement obtained in outside quarters. Statement obtained from Securities and Exchange Commission. Prepared from statement(s) by Accountant: KPMG LLP, Phoenix, Arizona.
Statement Explanation	Explanations: The net worth of this company includes intangibles.

Financials

Source: D&B | Currency: All figures shown in USD unless otherwise stated

BALANCE SHEET

Balance Sheet

Assets

Current Assets	Fiscal 12/31/2021	Fiscal 12/31/2020	Last 2 years
Accounts Receivable	USD 2,936,732,000	USD 2,583,716,000	
Cash	USD 103,840,000	USD 138,753,000	
Other Current Assets	USD 199,638,000	USD 177,927,000	
Inventory	USD 328,101,000	USD 253,297,000	
Total Current Assets	USD 3,568,311,000		

Long Term Assets	Fiscal 12/31/2021	Fiscal 12/31/2020	Last 2 years
Intangible Assets-Net	USD 214,788,000	USD 239,833,000	
Property, Plant, Fixtures & Equipment	USD 176,263,000	USD 148,531,000	
Goodwill	USD 428,346,000	USD 429,757,000	
Other long term assets	USD 301,372,000	USD 282,793,000	
Total Assets	USD 4,689,080,000		

Liabilities

Total Current Liabilities	Fiscal 12/31/2021	Fiscal 12/31/2020	Last 2 years
Accounts Payable-Inventory Fin	USD 311,878,000	-	
Accruals	USD 423,489,000	USD 404,995,000	
Current Portion Of Long Term Debt	USD 36,000	USD 830,000	
Accounts Payable	USD 1,779,854,000	USD 1,460,172,000	
Total Current Liabilities	USD 2,515,257,000		

Long Term Liabilities	Fiscal 12/31/2021	Fiscal 12/31/2020	Last 2 years
ACCUM OTHER COMPREHENSIVE LOSS	(USD 27,094,000)	(USD 15,535,000)	
Other Long Term Liabilities	USD 255,953,000	USD 246,005,000	
Preferred Stock	USD 349,000	-	
Long-Term Debt	USD 361,570,000	USD 416,401,000	
Retained Earnings	USD 1,167,690,000	USD 1,036,413,000	
Additional Paid In Capital / Capital Surplus	USD 368,282,000	USD 361,935,000	
Deferred Income Taxes	USD 47,073,000	USD 33,963,000	
Total Liabilities & Net Worth	USD 4,689,080,000		

PROFIT AND LOSS INFORMATION

Date	Description
12/31/2021	From JAN 01 2021 to DEC 31 2021 annual sales $9,436,113,000; cost of goods sold $7,988,556,000. Gross profit $1,447,557,000; operating expenses $1,115,496,000. Operating income $332,061,000; other income $1,012,000; other expenses $40,516,000; net income before taxes $292,557,000; Federal income tax $73,212,000; net income $219,345,000.
12/31/2020	From JAN 01 2021 to MAR 31 2021 sales $2,193,068,000; cost of goods sold $1,861,594,000. Gross profit $331,474,000; operating expenses $264,450,000. Operating income $67,024,000; other expenses $10,357,000; net income before taxes $56,667,000; Federal income tax $13,499,000. Net income $43,168,000.

Financial Ratios

Source: Edgar | Currency: All figures shown in USD unless otherwise stated

BALANCE SHEET

Solvency Ratios	Fiscal Consolidated 12/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019
Current Ratio	**1.42**	**1.43**	**1.62**
Quick Ratio	**1.21**	**1.26**	**1.39**
Current Liabilities to Net Worth (%)	**166.66**	**165.93**	**162.33**

Total Liabilities/Net Worth (%)	210.69	221.11	260.09
Current Liabilities to Inventory (%)	766.61	1,199.82	987
Fixed Assets to Net Worth (%)	11.68	10.88	11.28
Cash Ratio	0.04	0.06	0.06

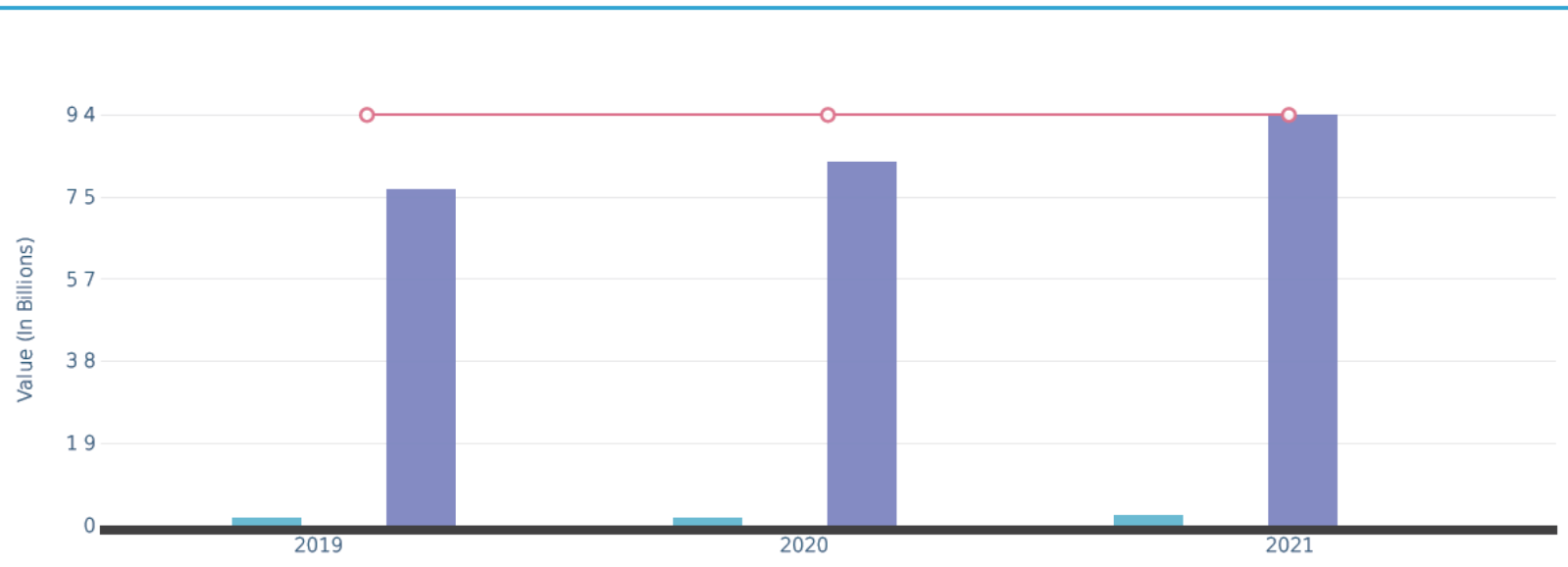
Efficiency Ratios	Fiscal Consolidated 12/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019
Accounts Payable to Sales Ratio	0.27	0.27	0.24
Sales to Working Capital Ratio	8.96	8.79	6.64
Sales To Inventory (%)	2,875.98	4,492.64	4,051.29
Assets/Sales	49.69	51.68	54.04
ROCE (%)	15.32	12.96	10.47

Profitability Ratios	Fiscal Consolidated 12/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019
Return On Net Worth (%)	14.53	12.86	13.74
Return on Assets (%)	4.68	4	3.82
Return on Sales (%)	3.53	3.24	3.11
Gross Profit Margin (%)	15.34	15.59	14.72
Operating Margin (%)	3.52	3.26	3.11
Pre-Tax Profit Margin (%)	3.1	2.74	2.74
Profit Margin (%)	2.32	2.07	2.06
Pre-Tax Return on Equity (%)	19.38	17.02	18.25
After Tax Return on Equity (%)	14.53	12.86	13.74
Operating Income to Interest Ratio	8.2	6.53	8.45

Leverage Ratios	Fiscal Consolidated 12/31/2021	Fiscal Consolidated 12/31/2020	Fiscal Consolidated 12/31/2019
EBITDA to EBIT Ratio	1.22	1.3	1.22
Debt to Income Ratio	14.5	17.19	18.93
Debt to Equity Ratio	2.11	2.21	2.6
Equity Ratio (%)	32.19	31.14	27.77
Interest Coverage Ratio	8.22	6.49	8.43
Interest Coverage to EBITDA Ratio	10.01	8.46	10.29

Income Statement

Source: Edgar | Currency: All figures shown in USD unless otherwise stated



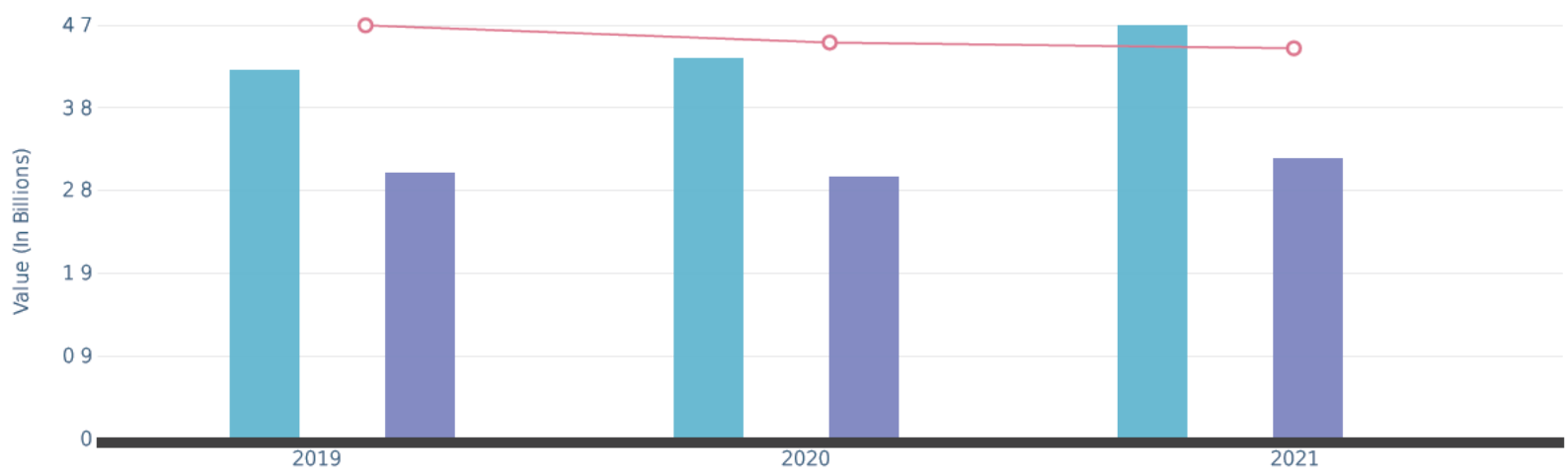
	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Last 3 years
Sales (Revenue)	9,436,113,000	8,340,579,000	7,731,190,000	
Cost of Revenue	7,988,556,000	7,040,637,000	6,593,092,000	
Gross Profit	1,447,557,000	1,299,942,000	1,138,098,000	
Sales and General Admin	1,117,130,000	1,013,765,000	880,737,000	
Research and Development Expense	-	-	-	-
Non-Recurring Expenses	(1,634,000)	14,602,000	16,767,000	
Other Operating Items	-	-	-	-

Operating Income	332,061,000	271,575,000	240,594,000	
Net Total Other Income and Expenses	1,012,000	(1,529,000)	(400,000)	
Earnings Before Interest and Taxes	333,073,000	270,046,000	240,194,000	
Interest Expense	40,516,000	41,594,000	28,478,000	
Earnings Before Tax	292,557,000	228,452,000	211,716,000	
Income Tax Expense	73,212,000	55,812,000	52,309,000	
Equity Earnings or Loss	-	-	-	-
Minority Interest Expense	-	-	-	-
Net Income from Continuing Operations	219,345,000	172,640,000	159,407,000	
Discontinued Operations	-	-	-	-
Effect of Accounting Changes	-	-	-	-
Extraordinary Items	-	-	-	-
Net Income	219,345,000	172,640,000	159,407,000	
Preferred Stocks & Other Adjustments	-	-	-	-
Net Income Applicable to Common Shares	219,345,000	172,640,000	159,407,000	

Balance Sheet

Source: Edgar | Currency: All figures shown in USD unless otherwise stated

FINANCIAL STATEMENT COMPARISON



Assets	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Trends
Cash and Cash Equivalents	103,840,000	128,313,000	114,668,000	
Short Term Investments	-	-	-	-
Net Trade Receivables	2,936,732,000	2,685,448,000	2,511,383,000	
Inventory	328,101,000	185,650,000	190,833,000	
Other Current Assets	199,638,000	177,039,000	231,148,000	
Total Current Assets	3,568,311,000	3,176,450,000	3,048,032,000	
Fixed Assets	176,263,000	146,016,000	130,907,000	
Long Term Investments	-	-	-	-
Deferred Long Term Asset Charges	-	-	-	-
Other Assets	301,372,000	311,983,000	305,507,000	
Goodwill	428,346,000	429,368,000	415,149,000	
Total Assets	4,689,080,000	4,310,732,000	4,178,179,000	
Accumulated Amortization	-	-	-	-
Intangible Assets	214,788,000	246,915,000	278,584,000	

Liabilites	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Trends
Accounts Payable	2,515,221,000	2,226,359,000	1,881,837,000	
Short Term and Current Long Term Debt	36,000	1,105,000	1,691,000	
Other Current Liabilities	-	-	-	-
Total Current Liabilities	2,515,257,000	2,227,464,000	1,883,528,000	
Long Term Debt	361,570,000	437,581,000	857,673,000	
Deferred Long Term Liability	47,073,000	33,209,000	44,633,000	

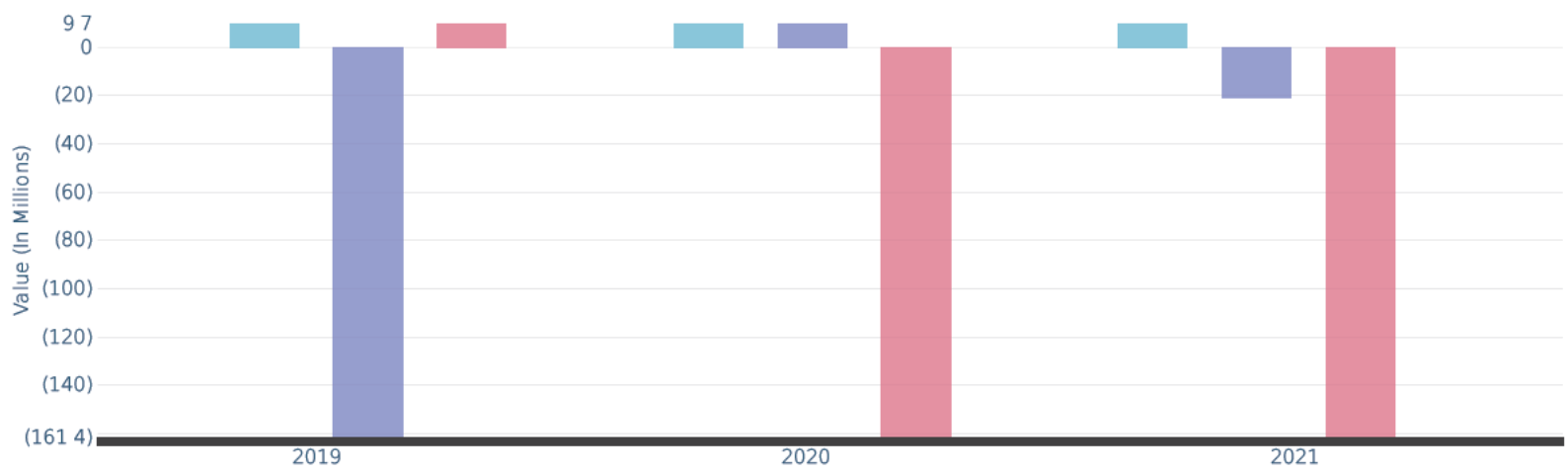
Charges				
Negative Goodwill	-	-	-	-
Minority Interest	-	-	-	-
Other Liabilities	255,953,000	270,049,000	232,027,000	
Misc Stocks, Options & Warrants	-	-	-	-
Total Liabilities	3,179,853,000	2,968,303,000	3,017,861,000	

Shareholder's Equity	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Trends
Preferred Stocks	0	0	0	-
Common Stocks	349,000	351,000	353,000	
Retained Earnings	1,167,690,000	993,245,000	841,097,000	
Treasury Stocks	-	-	-	-
Capital Surplus	368,282,000	364,288,000	357,032,000	
Other Equity	(27,094,000)	(15,455,000)	(38,164,000)	
Total Equity	1,509,227,000	1,342,429,000	1,160,318,000	

Cash Flow

Source: Edgar | Currency: All figures shown in USD unless otherwise stated

CASH FLOW



	Interim 12/31/2021	Interim 12/31/2020	Interim 12/31/2019	Last 3 years
Depreciation	72,296,000	81,777,000	52,861,000	
Net Income Adjustments	34,662,000	20,916,000	33,402,000	
Changes in Liabilities	293,458,000	204,452,000	118,978,000	
Changes in Accounts Receivables	289,009,000	132,599,000	118,971,000	
Changes in Inventories	148,941,000	(1,029,000)	(11,944,000)	
Changes in Other Operating Activities	18,100,000	(7,367,000)	129,745,000	
Net Cash Flows - Operating Activities	163,711,000	355,582,000	127,876,000	
Capital Expenditures	52,079,000	24,184,000	69,086,000	
Investments	-	-	-	-
Other Cash Flows from Investing Activities	31,005,000	33,890,000	(664,287,000)	
Net Cash Flows - Investing Activities	(21,074,000)	9,706,000	(733,373,000)	
Dividends Paid	-	-	-	-
Sale and Purchase of Stock	(50,000,000)	(25,000,000)	6,541,000	
Net Borrowings	(87,000,000)	(431,384,000)	697,221,000	
Other Cash Flows from Financing Activities	(10,030,000)	(8,661,000)	(9,396,000)	
Net Cash Flows - Financing Activities	(161,385,000)	(361,791,000)	577,587,000	
Effect of Exchange Rate	(5,857,000)	10,788,000	(86,000)	
Change in Cash and Cash Equivalents	(24,605,000)	14,285,000	(27,996,000)	

Company Profile

COMPANY OVERVIEW

D-U-N-S
87-638-3589

Legal Form
Corporation (US)

History Record
Clear

Date Incorporated
06/04/1991

Business Commenced On
1988

State of Incorporation
DELAWARE

Ownership
Public: NSIT(NGS)

Mailing Address
UNITED STATES

Telephone
+1 (480) 333-3000

Website
www.insight.com

Present Control Succeeded
1988

SIC
73790200

NAICS
541512

Annual Sales
US$ 9,436,113,000

Net Worth
US$ 1,509,227,000

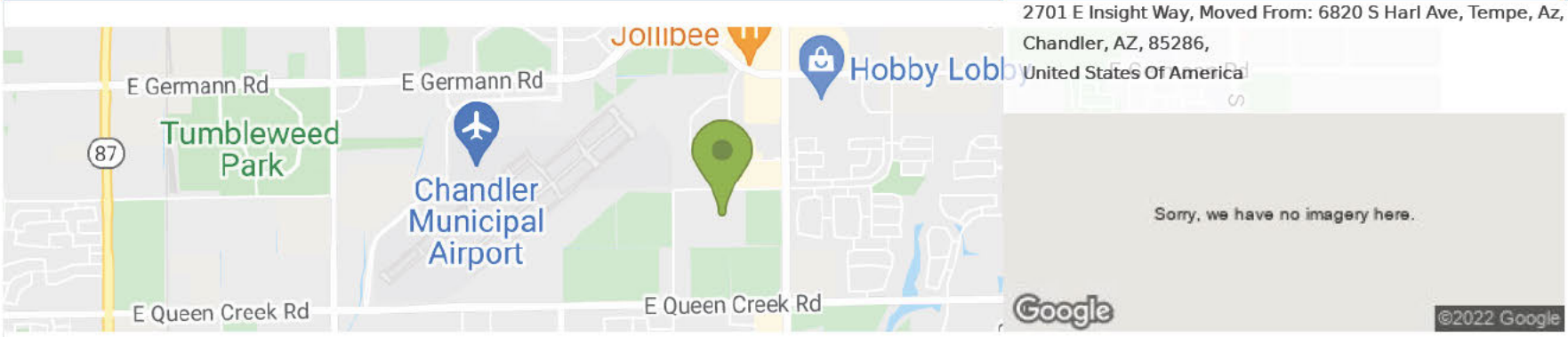
Employees
11,006

Age (Year Started)
34 Years(1988)

Named Principal
Kenneth T Lamneck, PRES-CEO

Line of Business
Computer related services

Street Address:
2701 E Insight Way, Moved From: 6820 S Harl Ave, Tempe, Az,
Chandler, AZ, 85286,
United States Of America



BUSINESS REGISTRATION

Corporate and business registrations reported by the secretary of state or other official source as of: 2012-04-21
This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name	INSIGHT ENTERPRISES, INC.
Corporation Type	Corporation (US)
State of Incorporation	DELAWARE
Date Incorporated	06/04/1991
Registration ID	2264818
Registration Status	STATUS NOT AVAILABLE
Filing Date	06/04/1991
Where Filed	SECRETARY OF STATE/CORPORATIONS DIVISION

Registered Agent

Name	CORPORATION SERVICE COMPANY
Address	2711 CENTERVILLE ROAD SUITE 400, WILMINGTON, DE, 198080000

PRINCIPALS

Officers

KENNETH T LAMNECK, PRES-CEO+
TIMOTHY A CROWN, NON EXEC CHB+
GLYNIS A BRYAN, CFO
RACHAEL BERTRANDT, CAO-GLOBAL CORP CONTRL
SAMUEL C COWLEY, SR V PRES-GENERAL COUNSEL-SEC
SUMANA NALLAPATI, CIO

Directors

DIRECTOR(S): The officers identified by (+) and Richard E Allen, Bruce W Armstrong, Linda M Breard, Catherine Courage, Anthony A Ibarguen, Kathleen S Pushor, Girish Rishi and Alexander L Baum.

COMPANY EVENTS

The following information was reported on: 04/11/2022

The Delaware Secretary of State's business registrations file showed that Insight Enterprises, Inc. was registered as a Corporation on June 4, 1991, under the file registration number 2264818.

Business started 1988.

The company (Insight) began operations in Arizona in 1988, incorporated in Delaware in 1991 and completed its initial public offering (IPO) in 1995. The company was formerly known as Insight Distribution Network, Inc.

The company's common stock is traded on The NASDAQ Global Select Market under the symbol "NSIT". As of February 12, 2021, there were 46 stockholders of record. As of March 15, 2021, those shareholders identified by the company as beneficially owning 5% or more of the outstanding shares were: BlackRock, Inc. (16.50%); FMR LLC (15.00%); The Vanguard Group (10.63%); and Dimensional Fund Advisors LP (7.30%). As of the same date, officers and directors as a group beneficially owns 1.94% of the outstanding shares.

RECENT EVENT.

On August 30, 2019, the company completed its acquisition of PCM, Inc. acquiring 100% of the issued and outstanding shares of PCM for a cash purchase price of $745,562,000, which included cash and cash equivalents acquired of $84,637,000 and the payment of PCM's outstanding debt.

KENNETH T LAMNECK. Director since 2010. He was appointed President and CEO of the company effective January 2010.

TIMOTHY A CROWN. Director since 1994. He assumed the position of Non-Executive Chair of the Board in November 2004. He is a co-founder of the company.

GLYNIS A BRYAN. She joined the company in December 2007 as the company's CFO.

JEFFERY SHUMWAY. He served as the company's Chief Information Officer (CIO). He joined the company September 2005 as a consulting information systems analyst. He held various positions of increasing responsibility at the company including Vice President of Application Development from August 2010 to September 2017 and Senior Vice President of Global IT Operations from October 2017 until May 2019, when he was promoted to Global CIO.

RACHAEL A BERTRANDT CRUMP. She joined Insight in December 2016 as Vice President of Finance, Controller - North America and was appointed Principal Accounting Officer (CAO) and Global Corporate Controller in September 2018. She is a CPA. Prior to joining Insight, she served as the Senior Director Controller, Global Accounting at Amkor Technology, Inc. from 2006 to 2016.

SAMUEL C COWLEY. He joined the company in June 2016 as Senior Vice President and General Counsel. Prior to joining Insight, he served as General Counsel and Vice President, Business Development of Prestige Brands Holdings, Inc. from February 2012 to June 2016. He previously served as Executive Vice President, Business Development and General Counsel of Matrixx Initiatives, Inc. and Executive Vice President and General Counsel of Swift Transportation Co., Inc.

RICHARD E ALLEN. Director since 2012. He served at J.D. Edwards & Company from 1985 to 2004, most recently as the Executive Vice President, Finance and Administration.

BRUCE W ARMSTRONG. Director since 2016. Since 2015, he has served as an Operating Partner at Khosla Ventures.

LINDA M BREARD. Director since 2018. She is a CPA. From February 2017 to July 2017, she served as the Executive Vice President and CFO of Kaiser Foundation Health Plan of Washington.

CATHERINE COURAGE. Director since 2016. Since October 2016, she has served as the Vice President of Experience for Ads and Commerce at Google.

ANTHONY A IBARGUEN. Director since 2008. He has served as CEO of Quench USA, Inc., since October 2010.

KATHLEEN S PUSHOR. Director since 2005. She has operated an independent consulting practice since June 2009.

GIRISH RISHI. Director since 2017. He is CEO of Blue Yonder.

ALEXANDER L BAUM. Antecedents are unknown.

SUMANA NALLAPATI. Antecedents are unknown.

ANNOUNCED BUSINESS MOVE: On November 1, 2019, the company completed the purchase of real estate in Chandler, Arizona for approximately $48,000,000 that it intends to use as its global corporate headquarters. The property contains a building and some infrastructure in place that the company expects will be ready for its use in 2022.

Business address has changed from 6820 S Harl Ave, Tempe, AZ, 85283 to 2701 E Insight Way, Chandler, AZ, 85286.

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: 04/11/2022

Business Information

Trade Names	INSIGHT
Description	The company provides information technology hardware, software, and services solutions. It provides solutions to gain insights to network enabled devices, and spots patterns and trends through mass analysis; custom applications to help clients create disruption; custom-developed mobile, cloud, and IoT applications; and custom-developed solutions to help clients review actionable insights within their data, including artificial intelligence for prediction, optimization, cognitive, and vision services. The company also offers various services, such as hybrid cloud, migration and consolidation, workload-platform alignment, converged/hyper converged solutions, and software-defined data center; data platform modernization services; integrated network and security solutions; and consulting, professional, managed, and support services. In addition, it sources, procures, stages, configures, integrates, tests, refurbishes, and redeploys IT products spanning endpoints to infrastructure; and offers software life cycle, and hardware warranty and software maintenance services. Further, the company provides desktop, notebook, tablet, and mobile devices coupled with cloud-based productivity solutions; workplace services, including virtual technical support, remote service desk and automated self-service solutions; and procures, stages, provides, manages, and disposes hardware assets. Additionally, it sells hardware and software products. Terms are cash and Net 30 days. Sells to commercial concerns. Territory : International.
Employees	11,006 which includes officer(s). Undetermined employed here.

Business Information	
Financing Status	Secured
Financial Condition	Fair
Seasonality	The company experience some seasonal trends in its sales of IT hardware, software and services. For example: software sales are typically higher in the company's second and fourth quarters, particularly the second quarter. Business clients, particularly larger enterprise businesses in the United States, tend to spend more in the company's fourth quarter and less in the first quarter; sales to the federal government in the United States are often stronger in the company's third quarter, while sales in the state and local government and education markets are stronger in the company's second quarter. Sales to public sector clients in the United Kingdom are often stronger in the company's first quarter. These trends create overall seasonality in its consolidated results such that sales and profitability are expected to be higher in the second and fourth quarters of the year.
Facilities	Occupies premises in a building.

Related Concerns

SIC/NAICS Information

Industry Code	Description	Percentage of Business
7379	Computer related services	-
73790200	Computer related consulting services	-
50650202	Electronic tubes: receiving and transmitting, or industrial	-
50650200	Communication equipment	-
50450100	Computer peripheral equipment	-

NAICS Codes	NAICS Description
541512	Computer Systems Design Services
423690	Other Electronic Parts and Equipment Merchant Wholesalers
423690	Other Electronic Parts and Equipment Merchant Wholesalers
423430	Computer and Computer Peripheral Equipment and Software Merchant Wholesalers

GOVERNMENT ACTIVITY

Activity Summary	
Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	No
Grantee	No
Party excluded from federal program(s)	No

Your Information

Record additional information about this company to supplement the D&B information.

> Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

In Folders: View

Account Number	Endorsement/Billing Reference *	Sales Representatives
	robert.yellowhair@insight.com	
Credit Limit	**Total Outstanding**	
0	0	

Last Login : 04/26/2022 07:07:01 AM

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OMNIA Partners, Public Sector Cooperative Purchasing Organization

Insight PUBLIC SECTOR

Appendix E - Marketing Collateral



Why Insight and OMNIA Partners?

At Insight Public Sector, we define, architect, implement and manage Insight Intelligent Technology Solutions™ that help your organization run smarter. Our strong supply chain optimization and workplace solutions combined with our data center transformation expertise and modernized applications keep business running, foster flexible work environments and put you at the forefront of innovation.

- Exclusive access to low pricing through the public sector contracts
- Experienced IT specialists ready to help
- Strong client relationships that support your entire IT lifecycle
- Customized solutions that drive efficiency and reduce costs
- Flexible, convenient ways to manage technology through leasing

How our OMNIA Partners contract helps your organization

As a contract holder in the OMNIA Partners (formerly U.S. Communities) portfolio, Insight is uniquely positioned to sell both technology products and IT services, including solutions from Apple, Cisco, Citrix, Commvalut, Dell EMC, Hewlett Packard Enterprise, HP Inc., Microsoft, Lenovo, NetApp, Panasonic, Symantec, Veritas and VMware.

By taking advantage of our competitively solicited contract for Technology Products, Services, Solutions, and Related Products and Services available through OMNIA Partners, you're assured our best available price on our full portfolio of products and solutions.

- Save time and money with no user fees or comparison shopping.
- Eliminate duplicated efforts by countless agencies.
- Leverage economies of scale with no minimum purchase requirements.

Official contract:

Technology Products, Services, Solutions, and Related Products and Services

Contract number:

4400006644

Start date:

May 1, 2016

Current end date:

April 30, 2023

Competitively solicited through Fairfax County, VA (Lead Public Agency)

Insight Public Sector: The perfect partner for government

Modern Work-place	Intelligent Edge	Modern Apps	Data and AI	Modern Infrastructure	Cybersecurity
Modern endpoint provisioning & management	Artificial intelligence	Align business with defined framework	AI-enhanced workflow management	Automation management	Carrier and connectivity services
Product Lifecycle services	Internet of Things (IoT)	Agile development cycle	Automate repetitive work	As a Service and Storage	Community wireless broadband
End user support	Insight Connected Platform	Optimize operations	Onboard data	Converged and Hyperconverged infrastructure (CI/HCI)	Digital architecture acceleration program
Adoption & employee experience	Computer vision		Reduce waste with real-time analytics	Hybrid Cloud	Software-defined data center
UCaaS & CCaaS				Platform migration and consolidation	Selling security toolkit

About OMNIA Partners

OMNIA Partners, Public Sector, is the nation's largest and most experienced cooperative purchasing organization dedicated to public sector procurement. Its immense purchasing power and world-class suppliers have produced a comprehensive portfolio of cooperative contracts and partnerships, making OMNIA Partners the most valued and trusted resource for organizations nationwide.

Through the economies of scale created by OMNIA Partners, participants now have access to an extensive portfolio of competitively solicited and publicly awarded agreements. The lead agency contracting process continues to be the foundation on which the organization is founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education and K–12 education organizations, as well as nonprofits.

For more information, visit omniapartners.com/publicsector.

About Insight Public Sector

Insight Public Sector is proud to have served public entities for more than 20 years. We offer hardware and software from the world's leading manufacturers and publishers, in addition to advanced IT services and solutions.

Our mission is simple: to assist state, local and federal government agencies, educational institutions, public safety entities and nonprofit organizations in leveraging technology to cost-effectively deliver on their mission to the public.

To learn more ways Insight can help you deliver on your mission to the public, contact us at 800.546.0578 or omnia@insight.com. You can also visit IPS.insight.com/omnia.

Insight. PUBLIC SECTOR | Cloud + Data Center Transformation



Case Study

U.S. County Brings Free Public Wi-Fi to More Than 30,000+ Rural, Low-Income Students and Workers

The client

A county government in a Southern U.S. state was facing extreme pressure to complete a Wi–Fi project by Dec. 31, 2020 (the deadline for CARES Act Funds spending). The county shortened the procurement cycle by avoiding a full RFP, and instead, they leveraged Insight Public Sector's existing OMNIA Partners contract — saving an estimated four weeks of time.

The challenge: Narrowing the digital divide at a critical time

As the COVID-19 pandemic has swept through the country, various regions and demographics have been hit harder than others. The county had received critical funding as a part of federal government aid and needed to apply these funds strategically to navigate its most pressing challenges.

Each city within the county had claimed its portion of the federal aid to support its citizens; however, residents located outside of city limits had a different set of challenges. Unlike city dwellers, the county's rural population lacked internet access and is generally living on the less privileged side of the so-called digital divide.

As a result of the pandemic and social distancing guidelines, the county needed to embrace both remote work and distance education. But without proper internet access at home, launching these initiatives proved to be a daunting challenge.

Industry:

Government

Insight provided:

- Multilayered network design
- Planning and deployment of a reliable wireless network
- Electrical remediation services and tower construction
- Ongoing network monitoring and maintenance
- Professional services

Three layer network approach:

1. Fiber and wireless pointto-point (PTP) equipment connects base stations
2. Wireless Point-to-MultiPoint (PTMP) extends connectivity to the street level.
3. Wi-Fi mesh nodes with rooftop mesh access points (RAPs) and mesh access points (MAPs) extend to the client level.

The solution: A multiphased approach and multilayered network with ongoing expert support

The county requested Insight propose a solution for strategy, design and deployment of a free public internet access Wi-Fi network across several precincts. The Insight Cloud + Data Center Transformation (CDCT) team, in collaboration with SmartWAVE, was selected to help the county with this large-scale and time-sensitive project.

As of August 2020, the Insight services team is in the process of multiphased project delivery planned to occur over a couple of months. This includes planning, design, electrical remediation, and tower construction and installation. Each phase addresses the core and access network and wireless network, including radio frequency (RF) analysis and field site surveying. The new multivendor network is comprised of Cisco, Palo Alto Networks and Ruckus® wireless mesh.

Our team is also providing the county with three years of ongoing support services to respond to issues as they arise and maintain the network for peak performance. This includes monitoring, data analytics, optimization, software updates and engineering support.

The result: Broad, free internet access to support education and remote work

Through working with Insight and SmartWAVE, the county can provide free public Wi-Fi internet access to more than 30,000 students and teleworkers. The network design has built-in safety and compliance features to ensure user and business data and privacy are protected.

Our three-layer network design leveraged as much existing infrastructure as possible — water tanks, light and telephone poles — to expedite services delivery and control costs. Insight's engineering services will help the county continue to deliver reliable, secure internet access to residents in need for years to come.

About Insight Public Sector

At Insight Public Sector, we help organizations of all sizes navigate complex challenges through our four key solution areas: Digital Innovation, Cloud + Data Center Transformation, Connected Workforce and Supply Chain Optimization. With deep expertise and end-to-end capabilities, we'll help you manage today's priorities and prepare for tomorrow's needs.

About OMNIA Partners

OMNIA Partners is a leading group purchasing organization (GPO) in procurement and supply chain management. Comprised of four subsidiaries: Corporate United, Prime Advantage, National IPA and U.S. Communities, OMNIA Partners serves over 35 industries in both the private and public sector.

Benefits:

Free public Wi-Fi access to
30,000+
students and remote workers



Secure, wireless network design

Cost-effective solution leveraging existing infrastructure

Eliminates aspects of the growing digital divide at an important time

Well-maintained and optimized network through an expert support team



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Insight. PUBLIC SECTOR | Cloud + Data Center Transformation

OMNIA PARTNERS

IPS.insight.com

BID SUBMITTAL FORM

SUBMIT BID/PROPOSAL TO:
Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060

BID/PROJECT NUMBER: 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

DELIVERY DEADLINE: OCTOBER 13, 2022 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

Bid Opening Date: October 13, 2022 @ 2:00 P.M. in the Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, Georgia, 30060.

BUSINESS NAME AND ADDRESS INFORMATION:

Company name: Insight Public Sector, Inc.

Contact name: Erica Falchetti

Company address: 13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171

E-mail address: Erica.Falchetti@Insight.com

Phone number: 480.333.3071 **Fax number:** 480.760.9488

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

Lisanne Steinheiser — Global Compliance Officer
(PLEASE PRINT/TYPE) NAME — TITLE

SIGNATURE OF OFFICER ABOVE: _____
(SIGNATURE)

TELEPHONE: 480.333.3012 FAX: 480.760.9488

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: Not Applicable

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE (UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)
Will be communicated to end user at time of order placement.

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number **23-6692**; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178),** by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

Cobb County...Expect the Best!

REQUEST FOR PROPOSALS

Sealed Bid # 23-6692
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Bid Opening Date: October 13, 2022

Pre-Proposal Meeting via WebEx: September 14, 2022 at 3:00 PM Eastern
Join from meeting link
https://cobbcounty.webex.com/cobbcounty/j.php?MTID=m6334e0c9e0f46364cc2157383bc375a6
Meeting number (access code): 2317 292 4027
Meeting password: fxZKmmi3p93
Join by phone
+1-415-655-0004 US Toll

Proposals Are Received in the Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060

Before 12:00 (Noon) By the Bid Opening Date

Proposal Will Be Opened in the Cobb County Purchasing Department at 2:00 pm
122 Waddell Street NE
Marietta, GA 30060

VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL, TWO (2) COPIES & TEN (10) FLASH DRIVES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)

NAME: Insight Public Sector, Inc.

ADDRESS: 13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171

REPRESENTATIVE: Erica Falchetti

PHONE: 480.333.3071 FAX: 480-760.9488

E-MAIL Erica.Falchetti@Insight.com

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.

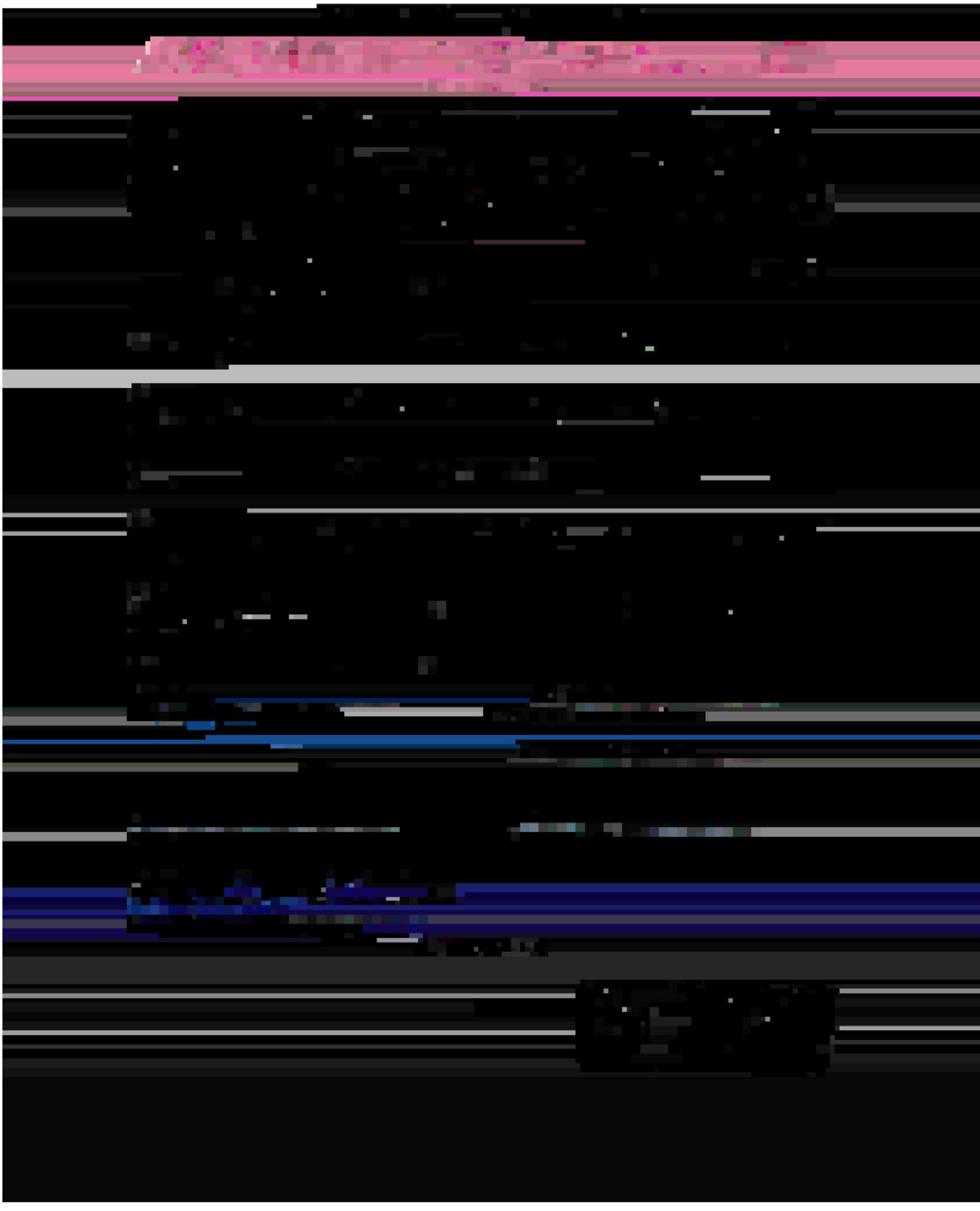


Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—
Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of

Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any

federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (l) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

Unless Supplier is exempt *(See FAR 25.103)*, when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details)*.

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Insight Public Sector, Inc.

Address, City, State, and Zip Code: 13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171

Phone Number: 480.333.3012 Fax Number: 480.760.9488

Printed Name and Title of Authorized Representative: Lisanne Steinheiser, Global Compliance Officer

Email Address: Lisanne.Steinheiser@Insight.com

Signature of Authorized Representative: _____ Date: October 10, 2022

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or

purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant

Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

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

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

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

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of

intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

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

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT ORAGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any

implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

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

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as

amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required auditservices.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of$25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

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

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Lisanne Steinheiser, Global Compliance Officer

Name and Title of Contractor's Authorized Official

October 10, 2022

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

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

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

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

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

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

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

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Insight Public Sector, Inc.

Address, City, State, and Zip Code: 13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171

Phone Number: 480.333.3012 Fax Number: 480.760.9488

Printed Name and Title of Authorized Representative: Lisanne Steinheiser, Global Compliance Officer

Email Address: Lisanne.Steinheiser@Insight.com

Signature of Authorized Representative: 

Date: October 10, 2022

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Insight Public Sector, Inc.

Organization Address: 2701 E. Insight Way, Chandler, AZ 85286

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Insight Enterprises, Inc.	2701 E. Insight Way, Chandler, AZ 85286

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

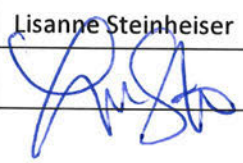
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
https://investor.insight.com/financial-reports/sec-filings/sec-filings-details/default.aspx?FilingId=15584698	82
https://investor.insight.com/financial-reports/proxy-statements/default.aspx	31

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
N/A	

Part IV Certification

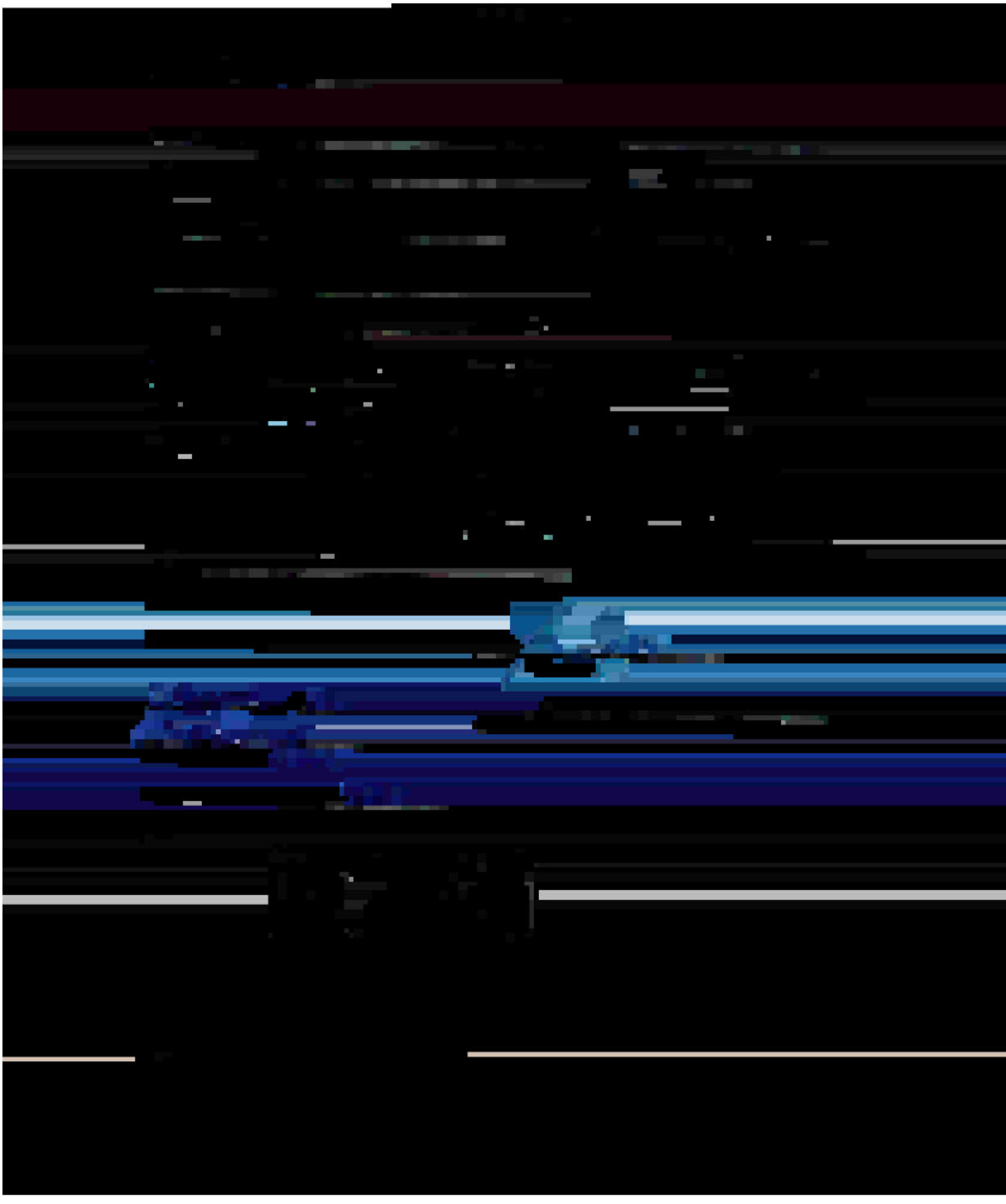
I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Lisanne Steinheiser	Title:	Global Compliance Officer
Signature:		Date:	October 5, 2022

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.



DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Insight Public Sector, Inc.

Street: 2701 E. Insight Way

City, State, Zip Code: Chandler, AZ 85286

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

10/5/2022
Date

Global Compliance Officer
Authorized Signature and Title

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Insight Public Sector, Inc.		
Address:	2701 E. Insight Way		
City:	Chandler	State: AZ	Zip: 85286

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Lisanne Steinheiser Printed Name	Global Compliance Officer Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
None			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

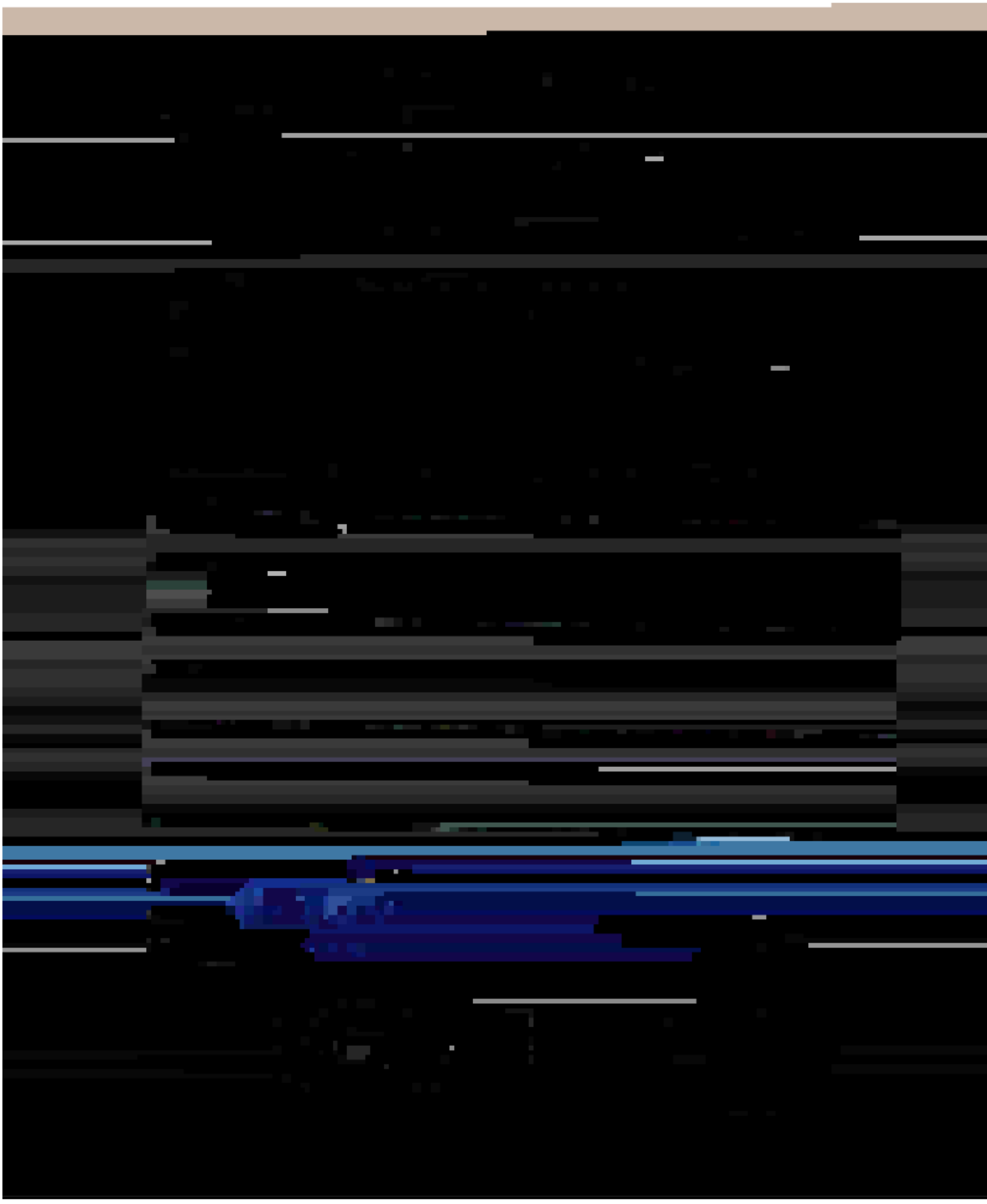
County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.



DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: 23-6692

VENDOR NAME: Insight Public Sector, Inc.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☑ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____

Duration of Engagement _____
Anticipated Cessation Date _____
**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

10/05/2022
Date

Lisanne Steinheiser, Global Compliance Officer
Print Name and Title

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	INSIGHT PUBLIC SECTOR, INC.
Trade Name:	INSIGHT PUBLIC SECTOR, INC.
Address:	6820 S. HARL AVE. TEMPE, AZ 85283
Certificate Number:	1002602
Effective Date:	July 15, 2003
Date of Issuance:	October 04, 2022

For Office Use Only:

20221004125800006

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Lisanne Steinheiser Title: Global Compliance Officer

Signature:  Date: October 5, 2022



DOC #9
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 23-6692 **VENDOR/BIDDER:** Insight Public Sector, Inc.

VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

[X] The Vendor/Bidder has no business operations in Northern Ireland; or

OR

[ ] The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature — October 5, 2022 Date

Lisanne Steinheiser, Global Compliance Officer
Print Name and Title

COBB COUNTY
Purchasing Department

122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 1

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: September 19, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Minutes, Questions and Clarifications from Pre-Proposal Meeting held via Webex on September 14, 2022**
- **Sign-In Sheet(s) from Pre-Proposal Meeting**
- **Questions Submitted in Writing**
- **Attachment - Financial Ratio Evaluation Excel Spreadsheet**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Insight Public Sector, Inc.
Company Name

October 4, 2022
Date

Signature

Lisanne Steinheiser, Global Compliance Officer
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

COBB COUNTY
Purchasing Department

122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 2

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: September 30, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Questions Submitted in Writing**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Insight Public Sector, Inc.
Company Name

October 4, 2022
Date

Signature

Lisanne Steinheiser, Global Compliance Officer
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

COBB COUNTY
Purchasing Department
122 Waddell Street NE
Marietta, Georgia 30060
(770) 528-8400• fax: (770) 528-8428
purchasing@cobbcounty.org

Roger Ball
Purchasing Director

ADDENDUM No. 3

Sealed Bid # 23-6692
Request for Proposals
Technology Product Solutions and Related Services
Cobb County Purchasing Department

Date: October 5, 2022

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- **Questions Submitted in Writing**

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Insight Public Sector, Inc.
Company Name

October 5, 2022
Date

Signature

Lisanne Steinheiser, Global Compliance Officer
Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **10.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 10/28/2024

SUBJECT: Adopt a Resolution Approving the Measure M2 Annual Expenditure Report

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RECOMMENDATION

Adopt a Resolution approving the Measure M2 Annual Expenditure Report for the fiscal year ended June 30, 2024.

DISCUSSION

Annual Expenditure Report

In November 2006, Orange County voters approved the renewal of the Measure M one-half cent sales tax for transportation improvements. This renewal, known as Measure M2, provides funding for 30 years to relieve traffic congestion and includes taxpayer safeguards and audit requirements to ensure the funds are used appropriately. One of these safeguards requires local jurisdictions to submit an annual expenditure report using a template provided by the Orange County Transportation Authority (OCTA). In addition to ensuring recipients properly account for Measure M2 proceeds, the report is used to confirm each city meets minimum required General Fund spending levels for street-related purposes. The report must be adopted annually by the City Council and submitted to the OCTA by December 31.

In FY 2023-24, Cypress received $1,480,165 of Measure M2 funding and earned interest of $122,081 on M2 cash balances held. A total of $1,962,829 of M2 monies (including accumulated interest) were expended during the year on eligible programs. As of June 30, 2024, $2,182,410 of M2 funding remained available for use in future periods.

As required by Measure M2 Local Transportation Authority Ordinance No. 3, staff recommends the City Council approve a Resolution adopting the annual M2 Expenditure Report.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Resolution - FY 2023-24 Measure M2 Expenditure Report

Attachment One to Resolution - FY 2023-24 Measure M2 Expenditure Report

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RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, AND ACTING AS EX OFFICIO GOVERNING BOARD OF DIRECTORS OF THE CYPRESS RECREATION AND PARK DISTRICT, CONCERNING THE MEASURE M2 EXPENDITURE REPORT FOR THE CITY OF CYPRESS FOR THE FISCAL YEAR ENDED JUNE 30, 2024

WHEREAS, local jurisdictions are required to meet eligibility requirements and submit eligibility verification packages to Orange County Transportation Authority (OCTA) in order to remain eligible to receive M2 funds; and

WHEREAS, local jurisdictions are required to adopt an annual M2 Expenditure Report as part of one of the eligibility requirements; and

WHEREAS, local jurisdictions are required to account for Net Revenues, developer/traffic impact fees, and funds expended by local jurisdiction in the Expenditure Report that satisfy the Maintenance of Effort requirements; and

WHEREAS, the Expenditure Report shall include all Net Revenue fund balances, interest earned and expenditures identified by type and program or project; and

WHEREAS, the Expenditure Report must be adopted and submitted to the OCTA each year within six months of the end of the local jurisdiction's fiscal year to be eligible to receive Net Revenues as part of M2.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cypress, and acting as ex officio governing Board of Directors of the Cypress Recreation and Park District, does hereby inform OCTA as follows:

SECTION 1. The M2 Expenditure Report for Fiscal Year Ended June 30, 2024 is in conformance with the M2 Expenditure Report Template provided in the Measure M2 Eligibility Guidelines and accounts for Net Revenues including interest earned, expenditures during the fiscal year and balances at the end of the fiscal year.

SECTION 2. The M2 Expenditure Report for Fiscal Year Ended June 30, 2024 (Attachment 1 to this Resolution) is hereby adopted for the City of Cypress, California.

SECTION 3. The Director of Finance of the City of Cypress, California is hereby authorized to sign and submit the Measure M2 Expenditure Report to OCTA for the Fiscal Year Ended June 30, 2024.

PASSED AND ADOPTED by the City Council of the City of Cypress, and acting as ex officio governing Board of Directors of the Cypress Recreation and Park District, at a regular meeting held on the 28th day of October, 2024.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 28th day of October, 2024, by the following roll call vote:

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

_____
CITY CLERK OF THE CITY OF CYPRESS

M2 Expenditure Report

Fiscal Year Ended June 30, 2024

Beginning and Ending Balances

	Description	Line No.	Amount	Interest
Balances at Beginning of Fiscal Year				
A-M	Freeway Projects	1	$ -	$ -
O	Regional Capacity Program (RCP)	2	$ -	$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	3	$ -	$ -
Q	Local Fair Share**	4	$ 2,338,085	$ -
R	High Frequency Metrolink Service	5	$ -	$ -
S	Transit Extensions to Metrolink	6	$ -	$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	$ -	$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	8	$ 204,908	$ -
V	Community Based Transit/Circulators	9	$ -	$ -
W	Safe Transit Stops	10	$ -	$ -
X	Environmental Cleanup Program (Water Quality)	11	$ -	$ -
	Other*	12	$ -	$ -
Balances at Beginning of Fiscal Year		13	$ 2,542,993	$ -
	Monies Made Available During Fiscal Year	14	$ 4,411,220	$ 122,081
Total Monies Available (Sum Lines 13 & 14)		15	$ 6,954,213	$ 122,081
	Expenditures During Fiscal Year	16	$ 4,771,803	$ 122,081
Balances at End of Fiscal Year				
A-M	Freeway Projects	17	$ -	$ -
O	Regional Capacity Program (RCP)	18	$ -	$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	19	$ -	$ -
Q	Local Fair Share	20	$ 1,976,917	$ -
R	High Frequency Metrolink Service	21	$ -	$ -
S	Transit Extensions to Metrolink	22	$ -	$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	23	$ -	$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	24	$ 205,493	$ -
V	Community Based Transit/Circulators	25	$ -	$ -
W	Safe Transit Stops	26	$ -	$ -
X	Environmental Cleanup Program (Water Quality)	27	$ -	$ -
	Other*	28	$ -	$ -

* Please provide a specific description

**	Ending Balance at June 30, 2023 reported on M2 Expenditure Report for FY 22-23	$ 2,354,612
	Less: Adjustment for MOE Audit Fees Incurred by OCTA per Settlement Agreement	$ (16,527)
	Restated Beginning Balance at July 1, 2023	$ 2,338,085

City of Cypress

M2 Expenditure Report

Schedule 2

Fiscal Year Ended June 30, 2024

Sources and Uses

	Description	Line No.	Amount	Interest
Revenues:				
A-M	Freeway Projects	1	$ -	$ -
O	Regional Capacity Program (RCP)	2	$ -	$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	3	$ -	$ -
Q	Local Fair Share	4	$ 1,392,888	$ 114,103
R	High Frequency Metrolink Service	5	$ -	$ -
S	Transit Extensions to Metrolink	6	$ -	$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	$ -	$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	8	$ 87,277	$ 7,978
V	Community Based Transit/Circulators	9	$ -	$ -
W	Safe Transit Stops	10	$ -	$ -
X	Environmental Cleanup Program (Water Quality)	11	$ -	$ -
	Other*	12	$ 2,931,055	$ -
TOTAL REVENUES (Sum lines 1 to 12)		13	$ 4,411,220	$ 122,081
Expenditures:				
A-M	Freeway Projects	14	$ -	$ -
O	Regional Capacity Program (RCP)	15	$ -	$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	16	$ -	$ -
Q	Local Fair Share	17	$ 1,754,056	$ 114,103
R	High Frequency Metrolink Service	18	$ -	$ -
S	Transit Extensions to Metrolink	19	$ -	$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	20	$ -	$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	21	$ 86,692	$ 7,978
V	Community Based Transit/Circulators	22	$ -	$ -
W	Safe Transit Stops	23	$ -	$ -
X	Environmental Cleanup Program (Water Quality)	24	$ -	$ -
	Other*	25	$ 2,931,055	$ -
TOTAL EXPENDITURES (Sum lines 14 to 25)		26	$ 4,771,803	$ 122,081
TOTAL BALANCE (Subtract line 26 from 13)		27	$ (360,583)	$ -

* Other revenues and expenditure include:

Road Maintenance and Rehabilitation Act Revenue	$ 1,838,278
Gas Tax revenue from the State of CA	1,092,777
	$ 2,931,055

M2 Expenditure Report

Fiscal Year Ended June 30, 2024

Streets and Roads Detailed Use of Funds

Type of Expenditure	Line No.	MOE	Developer / Impact Fees+	O	O Interest	P	P Interest	Q	Q Interest	X	X Interest	Other M2[2]	Other M2 Interest	Other*	TOTAL
Indirect and/or Overhead	1	$ 1,208,816	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,208,816
Construction & Right-of-Way															
New Street Construction	2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Street Reconstruction	3	$ 1,514,284	$ -	$ -	$ -	$ -	$ -	$ 1,550,462	$ 114,103	$ -	$ -	$ -	$ -	$ 2,245,798	$ 5,424,647
Signals, Safety Devices, & Street Lights	4	$ -	$ -	$ -	$ -	$ -	$ -	$ 203,594	$ -	$ -	$ -	$ -	$ -	$ -	$ 203,594
Pedestrian Ways & Bikepaths	5	$ 48,474	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 48,474
Storm Drains	6	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Storm Damage	7	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Construction[1]	8	$ 1,562,758	$ -	$ -	$ -	$ -	$ -	$ 1,754,056	$ 114,103	$ -	$ -	$ -	$ -	$ 2,245,798	$ 5,676,715
Right of Way Acquisition	9	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Construction & Right-of-Way	10	$ 1,562,758	$ -	$ -	$ -	$ -	$ -	$ 1,754,056	$ 114,103	$ -	$ -	$ -	$ -	$ 2,245,798	$ 5,676,715
Maintenance															
Patching	11	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Overlay & Sealing	12	$ 96,493	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ 96,493
Street Lights & Traffic Signals	13	$ 79,747	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 79,747
Storm Damage	14	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other Street Purpose Maintenance	15	$ 709,284	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 685,257	$ 1,394,541
Total Maintenance[1]	16	$ 885,524	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 685,257	$ 1,570,781
Other	17		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 86,692	$ 7,978	$ -	$ 94,670
GRAND TOTALS (Sum Lines 1, 10, 16, 17)	18	$ 3,657,098	$ -	$ -	$ -	$ -	$ -	$ 1,754,056	$ 114,103	$ -	$ -	$ 86,692	$ 7,978	$ 2,931,055	$ 8,550,982
Finance Director Confirmation	19	Any California State Constitution Article XIX streets and road eligible expenditure may be "counted" in local jurisdictions' calculation of MOE if the activity is supported (funded) by a local jurisdictions' discretionary funds (e.g. general fund). The California State Controller also provides useful information on Article XIX and the Streets and Highways Code eligible expenditures in its "Guidelines Relating to Gas Tax Expenditures for Cities and Counties". I have reviewed and am aware of these guidelines and their applicability in calculating and reporting on Maintenance of Effort expenditures. Finance Director initial: _____													

[1] Includes direct charges for staff time

[2] Other M2 includes A-M, R,S,T,U,V, and W

\+ Transportation related only

* Please provide a specific description

Other M2 Expenditures:

Senior Mobility Program	$ 86,692
Senior Mobility Program (Interest)	7,978
	$ 94,670

Other expenditures total $2,931,055 and are comprised of the following sources:

RMRA monies from the State of CA	$ 1,838,278
Gas Tax monies from the State of CA	1,092,777
	$ 2,931,055

Legend

Project	Description
A-M	Freeway Projects
O	Regional Capacity Program (RCP)
P	Regional Traffic Signal Synchronization Program (RTSSP)
Q	Local Fair Share
R	High Frequency Metrolink Service
S	Transit Extensions to Metrolink
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems
U	Senior Mobility Program or Senior Non-Emergency Medical Program
V	Community Based Transit/Circulators
W	Safe Transit Stops
X	Environmental Cleanup Program (Water Quality)

M2 Expenditure Report

Fiscal Year Ended June 30, 2024

Local Fair Share Project List

PROJECT NAME	AMOUNT EXPENDED
Arterial Rehabilitation	$ 1,640,263
Traffic Signal Improvements	$ 203,594
Parkway Irrigation/Water Conservation Study	$ 24,302
	$ 1,868,159

M2 Expenditure Report

Fiscal Year Ended June 30, 2024

I hereby certify that:

☑ All the information attached herein and included in schedules 1 through 4 is true and accurate to the best of my knowledge;

☑ The interest earned on Net Revenues allocated pursuant to the Ordinance shall be expended only for those purposes for which the Net Revenues were allocated;

☑ The City of Cypress is aware of the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties", which is a guide for determining MOE Expenditures for M2 Eligibility purposes;

☑ The City of Cypress' Expenditure Report is in compliance with direction provided in the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties;" and

☑ The City of Cypress has expended in this fiscal year an amount of local discretionary funds for streets and roads purposes at least equal to or exceeding the FY 2023-24 MOE benchmark dollar amount[11].

Matt Burton
Director of Finance (Print Name)

17-Oct-24
Date

Signature

[11] Jurisdictions are encouraged to submit MOE eligible expenditures higher than their MOE benchmark, so that should certain expenses be ruled ineligible during an MOE audit, the local jurisdiction still has sufficient MOE expenditures to demonstrate continued achievement of the MOE benchmark.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **11.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 10/28/2024

SUBJECT: **Receive and File the Investment Report for the Month Ended September 30, 2024**

RECOMMENDATION

Receive and file the attached investment report.

DISCUSSION

California Government Code Section 53607 and Cypress Municipal Code Section 2-18(f) requires the submission of a monthly investment report to the City Council. As of September 30, 2024, the City had $185.7 million (current market value) in cash and investments and the interest return (yield) on the public funds investments was 4.44%. As required by the Government Code, all investments are in conformity with the City's investment policy and sufficient cash flows are available to meet the next six months of estimated expenditures.

The attached Summary of Cash and Investments presents the investments held by the City of Cypress as of September 30, 2024. The Investment Report consists of the following five summaries:

1. Summary of Cash and Investments - Provides the total portfolio of the City.
2. Changes in Cash and Investments - Provides a two-month cash flow analysis by fund type. These separate fund types allow for restricted monies to be segregated and tracked separately. The total ending amount agrees to the current market value shown in the Summary of Cash and Investments.
3. Investments at Market Value by Maturity Date - Provides a list of investments by maturity date, and an indication of the liquidity (ability to turn into cash) of the investments. The California Government Code restricts the type of investments eligible for public funds. The City’s Investment Policy further defines permitted investments. These restrictions on investment types and the terms of allowable investments tend to result in limited yields on City investments.
4. Interfund Investments - Shows all authorized and outstanding loans between City funds. The loans from the Infrastructure Reserve Fund to the Cypress Recreation and Park District General Fund relate to the construction of Lexington Park and the rehabilitation

of Arnold Cypress Park.

5. Summary of Cash and Investments Held In Trust - Shows the investments held in trust by the Public Agency Retirement Services (PARS) for offsetting unfunded pension liabilities. The pension trust amounts can only be used for future pension obligations. The legal restrictions on the allowable investment types are less restrictive than those in the City's portfolio, which provides the ability for the trust to invest in more diverse assets which have the potential to yield a higher long-term rate of return.

As mentioned previously, the City had $185.7 million (current market value) in cash and investments on September 30, 2024. The investments include Federal Agencies and US Treasuries Debt ($119.6 million) and Investment Pools ($61.8 million). The City's bank accounts held $4.3 million on September 30, 2024.

A portion of the City's portfolio is invested in the State Investment Pool (Local Agency Investment Fund or LAIF), which provides a diversified investment pool for local agencies. By using the combined size of the participating cities and agencies, the State Pool provides a competitive yield, liquidity and investment diversification and management that would otherwise be unavailable to a single entity.

The amount of cash in the City’s checking accounts fluctuates based on the maturity of investments, daily cash receipts, and when vendors and employees are paid. The daily balances maintained in the checking accounts provide credits which offset monthly bank charges. In addition to the Federal Depository Insurance Corporation (FDIC) which insures the first $250,000, excess checking deposits are secured by banks, government, or mortgage securities valued between 110% and 150% of the deposits.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Investment Report for the Month Ended September 30, 2024

City of Cypress

Summary of Cash and Investments

As of September 30, 2024

	Type	Description	Bank/Agent	Investment Date	Maturity Date	Interest Rate	Carrying Value	Current Market Value (2)
(1)	Ckg	General Operating Account	BMO		10/1/2024	-	$ 4,341,814.22	$ 4,341,814.22
	Pool	Local Agency Investment Fund	State Treasurer		10/1/2024	4.575	31,000,000.00	30,885,797.30
	Pool	Local Agency Investment Fund	State Treasurer		10/1/2024	4.575	31,000,000.00	30,885,797.30
	FFCB	Federal Farm Credit Bank	BMO	10/27/2022	10/17/2024	4.620	5,000,000.00	4,999,500.00
	FHLMC	Federal Home Loan Mortgage Corp	BMO	7/28/2022	12/30/2024	3.350	4,000,000.00	3,985,560.00
	FFCB	Federal Farm Credit Bank	BMO	1/10/2023	1/10/2025	4.310	3,002,700.00	2,999,250.00
	FHLMC	Federal Home Loan Mortgage Corp	BMO	1/30/2023	1/27/2025	5.000	10,000,000.00	9,993,300.00
	FHLB	Federal Home Loan Bank	BMO	5/27/2021	2/27/2025	0.660	3,000,000.00	2,953,140.00
	FFCB	Federal Farm Credit Bank	BMO	3/22/2021	3/17/2025	0.700	4,000,000.00	3,935,360.00
	FHLMC	Federal Home Loan Mortgage Corp	BMO	9/21/2022	3/31/2025	4.320	5,000,000.00	4,998,500.00
	FHLMC	Federal Home Loan Mortgage Corp	BMO	5/11/2023	5/9/2025	5.299	8,550,000.00	8,544,271.50
	FFCB	Federal Farm Credit Bank	BMO	1/13/2023	1/13/2026	4.000	2,000,000.00	2,004,060.00
	FFCB	Federal Farm Credit Bank	BMO	3/2/2023	3/2/2026	4.478	5,001,500.00	5,044,600.00
	FFCB	Federal Farm Credit Bank	BMO	9/29/2023	4/20/2026	5.000	4,988,459.27	5,081,000.00
	FFCB	Federal Farm Credit Bank	BMO	6/23/2023	6/23/2026	4.820	5,000,000.00	5,006,600.00
	FHLB	Federal Home Loan Bank	BMO	11/30/2023	11/17/2026	4.420	5,023,375.00	5,102,750.00
	FHLB	Federal Home Loan Bank	BMO	4/18/2024	4/16/2027	5.000	3,015,000.00	3,039,964.20
	FHLB	Federal Home Loan Bank	BMO	4/18/2024	7/23/2027	5.300	3,000,000.00	3,017,160.00
	FHLB	Federal Home Loan Bank	BMO	2/16/2024	8/13/2027	4.999	4,000,000.00	4,006,160.00
	FHLB	Federal Home Loan Bank	BMO	11/15/2023	11/15/2027	5.625	5,000,000.00	4,999,150.00
	FFCB	Federal Farm Credit Bank	BMO	12/6/2023	12/6/2027	5.380	5,000,000.00	4,998,700.00
	FFCB	Federal Farm Credit Bank	BMO	6/30/2023	6/30/2028	5.000	5,000,000.00	5,028,900.00
	FHLB	Federal Home Loan Bank	BMO	1/10/2024	1/3/2029	5.000	10,000,000.00	10,026,000.00
	FHLB	Federal Home Loan Bank	BMO	2/15/2024	2/12/2029	4.411	4,647,907.50	4,695,988.50
	FFCB	Federal Farm Credit Bank	BMO	4/18/2024	4/10/2029	4.375	4,935,200.00	5,164,000.00
	TSY	US Treasury Bill	BMO	6/24/2024	7/31/2028	4.288	4,970,283.82	5,099,000.00
	TSY	US Treasury Bill	BMO	6/24/2024	5/31/2029	4.241	4,671,093.75	4,822,650.00
	Ckg	Worker's Comp Account	BMO		10/1/2024	-	50,000.00	50,000.00
	Ckg	Liability Account	California Bank & Trust		10/1/2024	-	8,500.00	8,500.00
	Cash	Petty Cash	City		10/1/2024	-	8,650.00	8,650.00
							$ 185,214,483.56	$ 185,726,123.02

Average Weighted Yield to Maturity: 4.44%
Average Weighted Days to Maturity: 506.62

(1) Negative cash balance (if any) shown due to checks being issued at month end, transfer to cover checks not made until early in the following month.

(2) Current market value of securities with maturities in excess of 12 months (if any) are provided by third-party safekeeping agents.

I certify that this report reflects all Government Agency pooled investments and is in conformity with the Investment Policy of the City of Cypress. A copy of this Investment Policy is available on the City's website.
The Investment Program herein shown provides sufficient cash flow liquidity to meet six months estimated expenditures.

Signed: _____
Finance Director

City of Cypress

Changes in Cash/Investments

		7/31/2024	+RECEIPTS	(DISBURSEMENTS)	8/31/2024	+RECEIPTS	(DISBURSEMENTS)	9/30/2024
GENERAL								
111/114	GENERAL FUND/GENERAL FUND-GRANTS	$ 29,218,513	$ 4,104,812	$ (4,348,626)	$ 28,974,699	$ 3,780,769	$ (3,098,959)	$ 29,656,509
SPECIAL REVENUE								
115	PANDEMIC RELIEF	6,276	-	-	6,276	-	-	6,276
212	CRPD-GENERAL FUND	11,711,554	2,854,868	(3,126,889)	11,439,533	3,153,245	(3,791,339)	10,801,439
213	CRPD-PARK DEVELOPMENT	2,315	610,263	-	612,578	-	-	612,578
221	TRAFFIC SAFETY	-	5,681	-	5,681	9,444	-	15,125
230	STREETS	9,993,079	298,379	(740,242)	9,551,216	440,855	(162,170)	9,829,901
251	LIGHTING DISTRICT #2	6,244,521	21,870	(120,653)	6,145,738	35,928	(105,353)	6,076,313
261	STORM DRAIN	2,127,871	35,842	(58,849)	2,104,864	43,982	(18,553)	2,130,293
262	PLANNED LOCAL DRAINAGE FACILITY	1,121,914	3,442	-	1,125,356	-	-	1,125,356
271	CORP CNTR MAINT DISTRICT #1	192,750	-	(2,612)	190,138	-	(2,234)	187,904
280	ASSET SEIZURE	1,378,692	6,298	(70,122)	1,314,868	166	(2,297)	1,312,737
291	CABLE TV FRANCHISE AGREEMENT	830,794	31,121	(15,560)	846,355	-	-	846,355
301	SUPPLEMENTAL LAW ENFORCEMENT	(3,174)	282	(8,139)	(11,031)	-	(10,940)	(21,971)
321	SEWER FUND	9,085,777	182,314	(55,921)	9,212,170	157,685	(45,532)	9,324,323
471	LOW AND MODERATE HSG ASSET	15,861	548	-	16,409	1,048	(707)	16,750
CAPITAL PROJECTS								
415	CITY CAPITAL PROJECTS	16,092,994	-	(510,206)	15,582,788	-	(64,839)	15,517,949
416	INFRASTRUCTURE RESERVE	66,895,303	268,004	(2,683,351)	64,479,956	-	(3,307,539)	61,172,417
TRUST AND AGENCY								
600	TRUST AND AGENCY	1,845,175	39,848	(41,809)	1,843,214	82,750	(15,264)	1,910,700
611	BUSINESS ASSESSMENT DISTRICT	-	-	-	-	-	-	-
612	CFD #1 ASSESSMENT DISTRICT	153,575	-	-	153,575	-	-	153,575
620	REC & COMM SERVICES FOUNDATION	34,256	143	(975)	33,424	2,050	(619)	34,855
INTERNAL SERVICE								
710	CENTRAL SERVICES	3,956,927	240,771	(357,245)	3,840,453	244,535	(174,381)	3,910,607
720	CAPITAL REPLACEMENT	15,979,177	62,035	(2,745)	16,038,467	57,598	(16,337)	16,079,728
730	TECHNOLOGY IMPROVEMENT	2,273,110	-	-	2,273,110	-	-	2,273,110
750	EMPLOYEE BENEFITS	2,044,863	1,346,432	(935,239)	2,456,056	1,329,237	(970,115)	2,815,178
760	LIABILITY SELF INSURANCE	1,647,133	55,264	(22,989)	1,679,408	55,266	-	1,734,674
770	WORKERS COMP SELF INSURANCE	3,320,124	63,859	(76,442)	3,307,541	212,261	(32,791)	3,487,011
OTHER								
811/812	WESTCOMM JPA	4,613,693	703,267	(305,168)	5,011,792	81,654	(377,015)	4,716,431
		$ 190,783,073	$ 10,935,343	$ (13,483,782)	$ 188,234,634	$ 9,705,233	$ (12,213,744)	$ 185,726,123

City of Cypress

INVESTMENTS AT MARKET VALUE BY MATURITY DATE

As of September 30, 2024

Investments	1 day to 180 days	181 days to 1 year	1 year to 2 years	2 years to 3 years	3 years to 4 years	4 years to 5 years	Totals	Percent
CASH	$ 4,408,964	$ -	$ -	$ -	$ -	$ -	$ 4,408,964	2.37%
FFCB	11,934,110	-	17,136,260	-	10,027,600	5,164,000	44,261,970	23.83%
FHLB	2,953,140	-	-	15,166,034	4,999,150	14,721,989	37,840,313	20.37%
FHLMC	18,977,360	8,544,272	-	-	-	-	27,521,632	14.82%
STATE POOL	61,771,595	-	-	-	-	-	61,771,595	33.26%
TSY	-	-	-	-	5,099,000	4,822,650	9,921,650	5.34%

Totals	$ 100,045,169	$ 8,544,272	$ 17,136,260	$ 15,166,034	$ 20,125,750	$ 24,708,639	$ 185,726,123	100.00%
Percent	53.87%	4.60%	9.23%	8.17%	10.84%	13.30%	100.00%	

CITY OF CYPRESS
INTERFUND INVESTMENTS

As of September 30, 2024

Note No.	Note Outstanding To	Note Outstanding From	Issue Date	Maturity Date	Interest Rate	Authorized Amount	Note Principal Outstanding *
1	CRPD	City	02/08/21	06/30/25	LAIF	$ 12,800,000	$ 3,809,413
2	CRPD	City	11/13/23	TBD	2.00%	$ 33,500,000	$ 16,602,309

Total Interfund Investments	$ 20,411,722

The City Infrastructure Reserve Fund issued a promissory note to the Cypress Recreation and Park District (CRPD) General Fund to pay up to $12.8 million for the construction of Lexington Park. Repayment by the CRPD will be made from future park develeopment fees. Construction is complete, with advances totaling $12,293,975. Repayments to date total $8,484,563.

The City Infrastructure Reserve Fund issued a promissory note to the CRPD General Fund to pay up to $33.5 million for construction costs associated with the rehabilitation of Arnold Cypress Park. Repayment by the CRPD will be made from CRPD General Funds and future property taxes over the next 20 years. Advances to date total $16,602,309.

* Unaudited; amounts subject to change as part of finalizing the recording of actual FY 2023-24 transactions.

City of Cypress
Summary of Cash and Investments Held In Trust

As of September 30, 2024

Fund	Type	Issuer	Maturity Date	One Year Return *	Cost Amount	Current Market Value
PARS Public Agencies Post-Employment Benefits Trust						
Trustee: Public Agency Retirement Services (PARS)						
Section 115 Trust	Pension Trust	Various	Open	19.49%	$ 27,390,000.00	$ 33,935,525.90
			Total		$ 27,390,000.00	$ 33,935,525.90

* 12-month period ending with the current month.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **12.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 10/28/2024

SUBJECT: **Receive and File Register of Warrants, Transfers, and Wires Issued for the Period of September 7, 2024 through October 11, 2024**

RECOMMENDATION

Receive and file the attached payment register summarized below for the period of September 7, 2024 through October 11, 2024:

- Electronic Funds Transfers 15738 through 16030
- Warrants 66121 through 66429
- Payroll Transfers W1538 through W1539

DISCUSSION

Payments to vendors for goods and services received and/or rendered are initiated and approved by the requesting department in accordance with proper purchasing guidelines. Processing of these payments occurs centrally in the City's Finance Department with payments issued bi-weekly. A register listing of these payments is presented monthly to the City Council for approval. This register also includes any Electronic Funds Transfers (EFT), outgoing payroll transfers or wires issued since the previous register was presented to the City Council. Voided payments (if any) are also identified.

All payments are processed on the City's financial management software system. This system generates a payment batch register, sorted by warrant number (or EFT/Wire number), and presents the invoice amount and a description of the payment issued.

BUDGET IMPACT

Total warrants, transfers, and wires issued (net of any voided payments) during the period of September 7, 2024 through October 11, 2024 are $10,868,468.63.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Payment Register for the Period 09-07-24 through 10-11-24

City of Cypress
Payment Register
09/07/24 - 10/11/24

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
15738	2170 - US BANK	$ 4.61	Postage/POST Police Tests Returned/HR 7/16	0205 8/12/24	$ 4.61
15739	2170 - US BANK	$ 257.78	PD Sub/Warrant Builder/CP 7/10/24-7/9/25	0423 8/12/24	$ 257.78
15740	2170 - US BANK	$ 140.00	PD Car Sun Shades(5)/SIU 7/22	0423(A) 8/12/24	$ 140.00
15741	2170 - US BANK	$ 146.50	PD Car Power Inverters(5)/SIU 7/22	0423(B) 8/12/24	$ 146.50
15742	2170 - US BANK	$ (349.00)	W/C Credit/Reg/Tactical Dispatcher Course/MH 7/24	0781 8/12/24	$ (349.00)
15743	2170 - US BANK	$ 8.70	W/C Sub/Business Analytics/Reporting Software 7/7-8/6	0781(A) 8/12/24	$ 8.70
15744	2170 - US BANK	$ 26.92	W/C Storage Containers(7) 7/24	0781(B) 8/12/24	$ 26.92
15745	2170 - US BANK	$ 35.20	W/C Boxes(16)/Packing Tape(1 Rl)/Console Replacement 7/24	0781(C) 8/12/24	$ 35.20
15746	2170 - US BANK	$ 135.98	W/C Svc/Satellite TV 7/25-8/24	0781(D) 8/12/24	$ 135.98
15747	2170 - US BANK	$ 22.43	W/C Data Storage/Amazon Cloud 7/24	0781(E) 8/12/24	$ 22.43
15748	2170 - US BANK	$ 239.36	W/C Web Hosting 9/16/24-9/15/25	0781(F) 8/12/24	$ 239.36
15749	2170 - US BANK	$ 474.58	W/C Carpet Tiles(60)/Console Replacement 8/7	0781(G) 8/12/24	$ 474.58
15750	2170 - US BANK	$ 20.00	Gift Cards(4)/In-N-Out/Counselor In Training Recognition 7/9	1504 8/12/24	$ 20.00
15751	2170 - US BANK	$ (257.75)	Credit/Excursion/Medieval Times/Day Camp 7/13	1504(A) 8/12/24	$ (257.75)
15752	2170 - US BANK	$ 236.25	Supplies/Day Camp 7/15	1504(B) 8/12/24	$ 236.25
15753	2170 - US BANK	$ 144.26	Supplies/Playground 7/16	1504(C) 8/12/24	$ 144.26
15754	2170 - US BANK	$ 173.95	Volleyballs(12)/Youth Sports 7/24	1504(D) 8/12/24	$ 173.95
15755	2170 - US BANK	$ 975.28	Imprinted Tumblers(125)/Challenger Basketball 7/22	1504(E) 8/12/24	$ 975.28
15756	2170 - US BANK	$ 52.72	Food/Playground/Kids Night Out 7/19	1504(F) 8/12/24	$ 52.72
15757	2170 - US BANK	$ 61.12	Supplies/Playground 7/22	1504(G) 8/12/24	$ 61.12
15758	2170 - US BANK	$ 33.89	Supplies/Day Camp 7/22	1504(H) 8/12/24	$ 33.89
15759	2170 - US BANK	$ 48.47	Supplies/Day Camp 7/26	1504(I) 8/12/24	$ 48.47
15760	2170 - US BANK	$ 18.18	Supplies/Playground 7/30	1504(J) 8/12/24	$ 18.18
15761	2170 - US BANK	$ 111.85	Supplies/Day Camp 7/29	1504(K) 8/12/24	$ 111.85
15762	2170 - US BANK	$ 482.25	PD Toners(4)/SIU 7/16	2499 8/12/24	$ 482.25
15763	2170 - US BANK	$ 27.42	PD Pens(12) 7/22	2499(A) 8/12/24	$ 27.42
15764	2170 - US BANK	$ 24.43	PD Desk Organizer(1) 7/30	2499(B) 8/12/24	$ 24.43

City of Cypress
Payment Register
09/07/24 - 10/11/24

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
15765	2170 - US BANK	$ 36.84	PD Binders(6) 7/30	2499(C) 8/12/24	$ 36.84
15766	2170 - US BANK	$ 54.88	PD Hand Sanitizer(24 Btls) 8/1	2499(E) 8/12/24	$ 54.88
15767	2170 - US BANK	$ 47.08	PD Binders(6) 7/31	2499(D) 8/12/24	$ 47.08
15768	2170 - US BANK	$ 31.74	PD Glass Cleaner(2 Btls)/Disinfectant Spray(2 Cans) 8/5	2499(F) 8/12/24	$ 31.74
15769	2170 - US BANK	$ 12.06	PD Batteries(2) 8/6	2499(G) 8/12/24	$ 12.06
15770	2170 - US BANK	$ 404.72	PD Desktop Document Scanner(1) 8/13	2499(H) 8/12/24	$ 404.72
15771	2170 - US BANK	$ 86.19	PD Money Counter Machine(1) 8/12	2499(I) 8/12/24	$ 86.19
15772	2170 - US BANK	$ 650.00	Reg/American Planning Assoc 2024 Conference/AV 9/28-10/1	2518 8/12/24	$ 650.00
15773	2170 - US BANK	$ 12.38	Security Badge Holder(1)/AV 7/29	2518(A) 8/12/24	$ 12.38
15774	2170 - US BANK	$ 150.00	Sub/Property Data/Code Enforcement & Planning 7/24	2518(B) 8/12/24	$ 150.00
15775	2170 - US BANK	$ 290.46	File Folders(200)/File Tabs(200) 7/31	3071 8/12/24	$ 290.46
15776	2170 - US BANK	$ 87.86	PD Dog Food(1 Bag)/Bono 7/20	4289 8/12/24	$ 87.86
15777	2170 - US BANK	$ (110.25)	Credit/Photo Prop(1)/2024 5K Run/Walk 8/9	5166 8/12/24	$ (110.25)
15778	2170 - US BANK	$ 181.91	Photo Props(2)/2024 5K Run/Walk 8/9	5166(A) 8/12/24	$ 181.91
15779	2170 - US BANK	$ 119.57	Serving Spoons(4)/Food Scoop(1)/Sr Center 8/13	5166(B) 8/12/24	$ 119.57
15780	2170 - US BANK	$ 64.62	Computer Mounts(2)/PD TV's 7/15	5350 8/12/24	$ 64.62
15781	2170 - US BANK	$ 1,440.00	Remote Support Licenses(3)/IT 7/17/24-7/16/25	5350(A) 8/12/24	$ 1,440.00
15782	2170 - US BANK	$ 446.96	Flight/Municipal Information Systems Assoc Conf/AS 9/22-9/25	5350(B) 8/12/24	$ 446.96
15783	2170 - US BANK	$ 107.60	Display Cables(10)/IT 7/29	5350(C) 8/12/24	$ 107.60
15784	2170 - US BANK	$ 40.90	Sign Holders(20)/WiFi QR Codes 7/29	5350(D) 8/12/24	$ 40.90
15785	2170 - US BANK	$ 98.90	Backup Tapes(2) 8/1	5350(E) 8/12/24	$ 98.90
15786	2170 - US BANK	$ 180.00	Sub/IT Online Password Mgmt(3 Licenses) 8/3/24-8/3/25	5350(F) 8/12/24	$ 180.00
15787	2170 - US BANK	$ 233.94	Laminating Film(4 Rls)/Print Shop 8/6	5350(G) 8/12/24	$ 233.94
15788	2170 - US BANK	$ 449.99	SSL Certificate/City Website 7/7/24-7/6/25	5350(H) 8/12/24	$ 449.99
15789	2170 - US BANK	$ 603.39	Uninterruptible Power Source(1)/Community Center 8/7	5350(I) 8/12/24	$ 603.39
15790	2170 - US BANK	$ 24.77	Modem(1)/PD Jail to West Comm/Returned	5350(J) 8/12/24	$ 24.77
15791	2170 - US BANK	$ 27.41	Modem(1)/PD Jail to West Comm 8/13	5350(K) 8/12/24	$ 27.41

City of Cypress
Payment Register
09/07/24 - 10/11/24

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
15792	2170 - US BANK	$ 650.00	Reg/League of CA Cities Conference/BP 10/16-10/18	5530 8/12/24	$ 650.00
15793	2170 - US BANK	$ 500.00	Deposit/Habit Truck/Employee Appreciation 10/24	5530(A) 8/12/24	$ 500.00
15794	2170 - US BANK	$ 60.00	Facebook Ads(3)/City Events 7/21	5530(B) 8/12/24	$ 60.00
15795	2170 - US BANK	$ 2.94	Facebook Ad(1)/City Events 7/23	5530(C) 8/12/24	$ 2.94
15796	2170 - US BANK	$ 3.21	Facebook Ad(1)/City Events 7/23	5530(D) 8/12/24	$ 3.21
15797	2170 - US BANK	$ 110.00	Sub/Mailchimp/Email Distribution/Admin 7/24	5530(E) 8/12/24	$ 110.00
15798	2170 - US BANK	$ 552.98	Svc/Cater/Board & Brew/OCCMA Event/Reimbursed 8/7	5530(F) 8/12/24	$ 552.98
15799	2170 - US BANK	$ (67.71)	Credit/Svc/Cater/Board & Brew/OCCMA Event	5530(G) 8/12/24	$ (67.71)
15800	2170 - US BANK	$ 219.00	Slide Bolt Locks(2)/Lexington Park 7/15	5792 8/12/24	$ 219.00
15801	2170 - US BANK	$ 196.66	Books(2)/Arborist Certification Study Guides 7/17	5792(A) 8/12/24	$ 196.66
15802	2170 - US BANK	$ 92.58	Supplies/Election 7/15	6013 8/12/24	$ 92.58
15803	2170 - US BANK	$ 464.00	PD Reg/First Aid/CPR Training/JH & SR & JW & CR 7/31	6557 8/12/24	$ 464.00
15804	2170 - US BANK	$ 388.00	PD Reg/Law Enforcement Armorer/AR15/MG 10/15-10/16	6557(A) 8/12/24	$ 388.00
15805	2170 - US BANK	$ 195.00	PD Reg/Law Enforcement Armorer/REM870/MG 10/17	6557(B) 8/12/24	$ 195.00
15806	2170 - US BANK	$ 195.00	PD Reg/Law Enforcement Armorer/Glock/MG 10/18	6557(C) 8/12/24	$ 195.00
15807	2170 - US BANK	$ 299.00	PD Reg/Response to Non-Criminal Barricade/NT 9/4	6557(D) 8/12/24	$ 299.00
15808	2170 - US BANK	$ 459.00	PD Reg/Critical Incident Response/TM 1/15/25-1/16/25	6557(E) 8/12/24	$ 459.00
15809	2170 - US BANK	$ 465.00	PD Reg/Supervisory School/BP 10/21-11/1	6557(F) 8/12/24	$ 465.00
15810	2170 - US BANK	$ (100.00)	PD Credit/Reg/Commercial Enforcement/AS 7/31	6557(G) 8/12/24	$ (100.00)
15811	2170 - US BANK	$ (375.00)	PD Credit/Reg/Intl Assoc For Chiefs' of Police/ML 10/19-10/22	6557(H) 8/12/24	$ (375.00)
15812	2170 - US BANK	$ 116.00	PD Reg/First Aid/CPR Training/LW 8/16	6557(I) 8/12/24	$ 116.00
15813	2170 - US BANK	$ 116.00	PD Reg/First Aid/CPR Training/JK 8/20	6557(J) 8/12/24	$ 116.00
15814	2170 - US BANK	$ 348.00	PD Reg/First Aid/CPR Training/BP & JM & NT 8/13	6557(K) 8/12/24	$ 348.00
15815	2170 - US BANK	$ 120.00	PD Reg/Police Motorcycle Training & Skills/MM & EC & BL 9/11	6557(L) 8/12/24	$ 120.00
15816	2170 - US BANK	$ 80.00	PD Reg/Arrest & Control/TM & JO & CP & YS 8/20	6557(M) 8/12/24	$ 80.00
15817	2170 - US BANK	$ 31.44	PD Greeting Cards(130) 7/22	6696 8/12/24	$ 31.44
15818	2170 - US BANK	$ 4.04	PD Supplies/Retirement/MC 7/24	6696(A) 8/12/24	$ 4.04

City of Cypress
Payment Register
09/07/24 - 10/11/24

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
15819	2170 - US BANK	$ 16.66	PD Supplies/Retirement/MC 7/24	6696(B) 8/12/24	$ 16.66
15820	2170 - US BANK	$ 18.86	PD Supplies/Badge Pinning Event/CM & CN 7/27	6696(C) 8/12/24	$ 18.86
15821	2170 - US BANK	$ 16.99	PD Supplies/Badge Pinning Event/CM & CN 7/31	6696(D) 8/12/24	$ 16.99
15822	2170 - US BANK	$ 20.43	PD Supplies/Badge Pinning Event/CM & CN 7/31	6696(E) 8/12/24	$ 20.43
15823	2170 - US BANK	$ 31.98	PD Food/Retirement/MC 8/7	6696(F) 8/12/24	$ 31.98
15824	2170 - US BANK	$ 25.00	PD Supplies/Retirement/MC 8/7	6696(G) 8/12/24	$ 25.00
15825	2170 - US BANK	$ 31.52	PD Food/Badge Pinning Event/CM & CN 8/10	6696(H) 8/12/24	$ 31.52
15826	2170 - US BANK	$ 11.49	PD Food/Badge Pinning Event/CM & CN 8/10	6696(I) 8/12/24	$ 11.49
15827	2170 - US BANK	$ 30.00	TV Stand Wheels(4)/Facility Operations/Comm Center 8/1	7072 8/12/24	$ 30.00
15828	2170 - US BANK	$ 20.00	Reg/Summer Brochure Exchange(2)/TB & AT 8/20	7072(A) 8/12/24	$ 20.00
15829	2170 - US BANK	$ 21.54	Paper Plates(186)/Comm Center 7/31	7072(B) 8/12/24	$ 21.54
15830	2170 - US BANK	$ 121.31	Food/Counselor-In-Training Recognition 8/1	7072(C) 8/12/24	$ 121.31
15831	2170 - US BANK	$ 64.33	Food/Counselor-In-Training Recognition 8/1	7072(D) 8/12/24	$ 64.33
15832	2170 - US BANK	$ 4.00	Sub/OC Register Online/JD 7/22-8/21	7667 8/12/24	$ 4.00
15833	2170 - US BANK	$ 63.21	Boxes(2)/Bubble Wrap(1K Ft)/Comm Center 8/2	7667(A) 8/12/24	$ 63.21
15834	2170 - US BANK	$ 64.78	PD Fuel(14.39 Gls)/Unit #640 7/24	8578 8/12/24	$ 64.78
15835	2170 - US BANK	$ 39.90	PD Fuel(8.14 Gls)/Unit #618 7/24	8578(A) 8/12/24	$ 39.90
15836	2170 - US BANK	$ 20.23	PD Fuel(4.13 Gls)/Unit #658 7/24	8578(B) 8/12/24	$ 20.23
15837	2170 - US BANK	$ 40.15	PD Fuel(8.92 Gls)/Unit #619 7/24	8578(C) 8/12/24	$ 40.15
15838	2170 - US BANK	$ 48.46	PD Fuel(10.77 Gls)/Unit #609 7/24	8578(D) 8/12/24	$ 48.46
15839	2170 - US BANK	$ 10.00	Reg/Understanding Grants Pass/JG 7/19	8723 8/12/24	$ 10.00
15840	2170 - US BANK	$ 125.00	Reg/2024 Municipal Mgmt Assoc Summer Session/KG 7/25	8764 8/12/24	$ 125.00
15841	2170 - US BANK	$ 550.00	Reg/2024 Municipal Mgmt Assoc Conference/KG 11/13-11/15	8764(A) 8/12/24	$ 550.00
15842	2170 - US BANK	$ 49.54	Mosquito Repellant Devices(2)/Comm Center 7/29	9103 8/12/24	$ 49.54
15843	2170 - US BANK	$ 24.77	Decor/National Night Out 7/15	9213 8/12/24	$ 24.77
15844	2170 - US BANK	$ 87.96	Food/Sr Center 7/15	9213(A) 8/12/24	$ 87.96
15845	2170 - US BANK	$ 88.34	Carpet Cleaner(1)/Sr Center 7/19	9213(B) 8/12/24	$ 88.34

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15846	2170 - US BANK	$ 49.00	Ad/RacePlace/2024 5K Run/Walk 7/22	9213(C) 8/12/24	$ 49.00
15847	2170 - US BANK	$ 559.14	Imprinted Sports Bottles(400)/National Night Out 7/26	9213(D) 8/12/24	$ 559.14
15848	2170 - US BANK	$ 8.61	Corner Protectors(12)/Sr Center 7/25	9213(E) 8/12/24	$ 8.61
15849	2170 - US BANK	$ 23.92	Supplies/Sr Center 8/2	9213(F) 8/12/24	$ 23.92
15850	2170 - US BANK	$ 72.74	Supplies/Sr Center 8/6	9213(G) 8/12/24	$ 72.74
15851	2170 - US BANK	$ 135.00	Reg/Women In Leisure Svcs Awards Banquet/SG & AT & AC 8/15	9213(H) 8/12/24	$ 135.00
15852	2170 - US BANK	$ 125.00	Ad/Cypress School Dist/2024 5K Run/Walk 8/13	9213(I) 8/12/24	$ 125.00
15853	2170 - US BANK	$ 10.00	Svc/Box/Staff Document Review/Engineering 7/29-8/28	9399 8/12/24	$ 10.00
15854	2170 - US BANK	$ 1,260.00	Svc/Quickbase/Bldg/Public Works 8/5-9/4	9399(A) 8/12/24	$ 1,260.00
15855	2170 - US BANK	$ 601.25	PD Department Photos(25) 8/5	9844 8/12/24	$ 601.25
15856	2170 - US BANK	$ 616.33	PD Department Photos(26)/Volunteer Appreciation Gifts 8/5	9844(A) 8/12/24	$ 616.33
15857	1480 - ARCO BUSINESS SOLUTIONS	$ 62.44	Fuel/Community Development 8/3-9/2	NP67076412	$ 62.44
15858	1480 - ARCO BUSINESS SOLUTIONS	$ 105.83	Fuel/Engineering 8/3-9/2	NP67076412(A)	$ 105.83
15859	1480 - ARCO BUSINESS SOLUTIONS	$ 2,966.68	Fuel/Maint 8/3-9/2	NP67076412(B)	$ 2,966.68
15860	1480 - ARCO BUSINESS SOLUTIONS	$ 87.57	Fuel/Recreation 8/3-9/2	NP67076412(C)	$ 87.57
15861	1480 - ARCO BUSINESS SOLUTIONS	$ 16,858.71	Fuel/Police 8/3-9/2	NP67076412(D)	$ 16,858.71
15862	168 - CalPERS-Fiscal Services Division	$ 700.00	W/C Svc/GASB-68 Reports & Schedules 6/30/24	17644388	$ 700.00
15863	168 - CalPERS-Fiscal Services Division	$ 1,400.00	Svc/GASB-68 Reports & Schedules 6/30/24	17645433	$ 1,400.00
15864	100505 - CITY OF CYPRESS-WORKERS COMP	$ 2,468.60	Workers Comp Claims/Professional Svcs/#27640-27666	Reimb 9/13/24	$ 2,468.60
15865	100505 - CITY OF CYPRESS-WORKERS COMP	$ 2,078.53	Workers Comp Claims/Medical/#27640-27666	Reimb(A) 9/13/24	$ 2,078.53
15866	100505 - CITY OF CYPRESS-WORKERS COMP	$ 4,323.04	Workers Comp Claims/Permanent Disability/#27640-27666	Reimb(B) 9/13/24	$ 4,323.04
15867	960 - BARTLETT, CHRISTEN	$ 72.00	Reissue Ck #62266	Reissue 9/13/24	$ 72.00
15868	100505 - CITY OF CYPRESS-WORKERS COMP	$ 1,167.57	Workers Comp Claims/Professional Svcs/#27667-27724	Reimb 9/27/24	$ 1,167.57
15869	100505 - CITY OF CYPRESS-WORKERS COMP	$ 9,665.25	Workers Comp Claims/Medical/#27667-27724	Reimb(A) 9/27/24	$ 9,665.25
15870	100505 - CITY OF CYPRESS-WORKERS COMP	$ 4,033.04	Workers Comp Claims/Permanent Disability/#27667-27724	Reimb(B) 9/27/24	$ 4,033.04
15871	120801 - MISSION SQUARE - ICMA RETIREMENT TRUST - RHS	$ 16,085.00	Monthly Retiree Health Savings 9/24	9/24	$ 16,085.00
15872	120801 - MISSION SQUARE - ICMA RETIREMENT TRUST - RHS	$ 1,200.00	Deferred Comp/Exec Mgmt 9/24	401a-9/24	$ 1,200.00

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15873	116005 - PERS - PUBLIC EMPLOYEES RETIREMENT SYS	$ 183,395.49	Med Insurance/City & Dist 10/24	17679303	$ 183,395.49
15874	116005 - PERS - PUBLIC EMPLOYEES RETIREMENT SYS	$ 15,231.63	Med Insurance/West Comm 10/24	17679546	$ 15,231.63
15875	128823 - PETTY CASH	$ 300.00	Petty Cash/2024 Cypress Run 10/5	9/27/24	$ 300.00
15876	1608 - ALARM PROGRAM SYSTEMS, LLC	$ 1,375.74	PD Svc/Alarm Permit & False Alarm Collections 8/24	8/24	$ 1,375.74
15877	1247 - HINDERLITER, DE LLAMAS AND ASSOCIATES - HdL	$ 1,555.74	Svc/Business License Tax Admin 8/24	AUG24	$ 1,555.74
15878	119029 - CALIFORNIA DEPT OF TAX AND FEE ADMINISTRATION	$ 648.00	Flat Rate Fuel Tax 10/1/24-9/30/25	2024/25	$ 648.00
15879	145 - AUSTIN, CHERYL	$ 56.52	W/C Retiree Health Care Benefits 10/24	10/24	$ 56.52
15880	128744 - AYRES, RICHARD	$ 300.00	Retiree Health Care Benefits 10/24	10/24	$ 300.00
15881	102038 - BALDWIN, DARRELL	$ 300.00	Retiree Health Care Benefits 10/24	10/24	$ 300.00
15882	102087 - BISH, EDWARD	$ 300.00	Retiree Health Care Benefits 10/24	10/24	$ 300.00
15883	100101 - BRUCE, THOMAS M	$ 300.00	Retiree Health Care Benefits 10/24	10/24	$ 300.00
15884	129695 - COTE, ROBERT	$ 300.00	Retiree Health Care Benefits 10/24	10/24	$ 300.00
15885	128938 - COX, RODNEY	$ 123.85	Retiree Health Care Benefits 10/24	10/24	$ 123.85
15886	104003 - ESSEX, CLARE	$ 465.85	Retiree Health Care Benefits 10/24	10/24	$ 465.85
15887	128044 - FORNISS, DANIEL	$ 300.00	Retiree Health Care Benefits 10/24	10/24	$ 300.00
15888	129816 - FOSTER, SCOTT	$ 300.00	Retiree Health Care Benefits 10/24	10/24	$ 300.00
15889	100667 - LASSALLE, ISMAEL	$ 300.00	Retiree Health Care Benefits 10/24	10/24	$ 300.00
15890	123656 - MANUEL, DEAN	$ 300.00	Retiree Health Care Benefits 10/24	10/24	$ 300.00
15891	129700 - MCSHANE, CHRIS	$ 232.96	Retiree Health Care Benefits 10/24	10/24	$ 232.96
15892	2017 - MINIKUS, SCOTT	$ 308.53	Reimb/Medical Premiums 10/24	10/24	$ 308.53
15893	128832 - MORALES, PAULO	$ 300.00	Retiree Health Care Benefits 10/24	10/24	$ 300.00
15894	122 - MORROW, RICHARD L	$ 300.00	Retiree Health Care Benefits 10/24	10/24	$ 300.00
15895	129501 - MOUNT, ERIC	$ 300.00	Retiree Health Care Benefits 10/24	10/24	$ 300.00
15896	129608 - OLSON, JAMES	$ 300.00	Retiree Health Care Benefits 10/24	10/24	$ 300.00
15897	128784 - RAMSEY, KENNETH	$ 125.00	Retiree Health Care Benefits 10/24	10/24	$ 125.00
15898	119027 - RAMSEY, STEVE	$ 300.00	Retiree Health Care Benefits 10/24	10/24	$ 300.00
15899	180 - SWIFT, JEFF	$ 300.00	Retiree Health Care Benefits 10/24	10/24	$ 300.00

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
15900	1024 - VALLEY VISTA SERVICES, INC	$ 242,549.31	Waste Disposal Fee 8/24	8/24	$ 242,549.31
15901	105121 - VIGIL, FELIX	$ 300.00	Retiree Health Care Benefits 10/24	10/24	$ 300.00
15902	129666 - WALQUIST, BRIAN	$ 300.00	Retiree Health Care Benefits 10/24	10/24	$ 300.00
15903	40 - WARLAND INVESTMENTS COMPANY	$ 37,500.00	Development Assistance 10/24	10/24	$ 37,500.00
15904	122756 - WINTERSOLE, MICHAEL	$ 300.00	Retiree Health Care Benefits 10/24	10/24	$ 300.00
15905	342 - WU, ALEX	$ 300.00	Retiree Health Care Benefits 10/24	10/24	$ 300.00
15906	2170 - US BANK	$ 50.00	PD Svc/Fastrak Replenishment 8/16	0423 9/10/24	$ 50.00
15907	2170 - US BANK	$ 150.00	W/C Reg/Coaching & Mentoring in Public Safety/MH 11/14	0781 9/10/24	$ 150.00
15908	2170 - US BANK	$ 195.00	W/C Reg/De-escalation Training for Dispatchers/NA 10/29	0781(A) 9/10/24	$ 195.00
15909	2170 - US BANK	$ 168.54	W/C Vacuum(1) 8/16	0781(B) 9/10/24	$ 168.54
15910	2170 - US BANK	$ 284.28	W/C Display Port Cables(25 Ft)/Console Replacement 8/17	0781(C) 9/10/24	$ 284.28
15911	2170 - US BANK	$ 278.04	W/C Computer Sound Bars(6)/Console Replacement 8/17	0781(D) 9/10/24	$ 278.04
15912	2170 - US BANK	$ 24.97	W/C Sub/Business Analytics/Reporting Software 7/7-9/6	0781(E) 9/10/24	$ 24.97
15913	2170 - US BANK	$ 450.00	W/C Carpet Tiles(60)/Price Correction	0781(F) 9/10/24	$ 450.00
15914	2170 - US BANK	$ 32.58	W/C Audio Cables(6)/Console Replacement 8/26	0781(G) 9/10/24	$ 32.58
15915	2170 - US BANK	$ 135.98	W/C Svc/Satellite TV 8/25-9/24	0781(H) 9/10/24	$ 135.98
15916	2170 - US BANK	$ 22.49	W/C Data Storage/Amazon Cloud 8/24	0781(I) 9/10/24	$ 22.49
15917	2170 - US BANK	$ 97.80	W/C Supplies/Community Outreach Events 9/5	0781(J) 9/10/24	$ 97.80
15918	2170 - US BANK	$ (520.00)	W/C Credit/Public Safety Peer Support Conf/CK 10/15-10/18	0781(K) 9/10/24	$ (520.00)
15919	2170 - US BANK	$ 54.76	W/C Supplies/Community Outreach Events 9/5	0781(L) 9/10/24	$ 54.76
15920	2170 - US BANK	$ 18.30	Supplies/Lexington Park Staff 8/13	1504 9/10/24	$ 18.30
15921	2170 - US BANK	$ 5.00	Reg/Youth Sports Round Table/ER 8/13	1504(A) 9/10/24	$ 5.00
15922	2170 - US BANK	$ 58.15	Certificate Folders(18)/Recreation 8/29	2379 9/10/24	$ 58.15
15923	2170 - US BANK	$ 812.31	PD Safe(1)/Property & Evidence 8/26	2499 9/10/24	$ 812.31
15924	2170 - US BANK	$ 14.83	PD Lumber Crayons(12)/Patrol 9/3	2499(A) 9/10/24	$ 14.83
15925	2170 - US BANK	$ 54.90	PD Hand Sanitizer(24 Btls) 8/28	2499(B) 9/10/24	$ 54.90
15926	2170 - US BANK	$ 13.88	PD Signature Flags(300) 9/3	2499(C) 9/10/24	$ 13.88

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
15927	2170 - US BANK	$ 10.76	PD Printer Cable Splitter(1)/Property & Evidence 9/4	2499(D) 9/10/24	$ 10.76
15928	2170 - US BANK	$ 30.70	PD Lumber Crayons(12)/Patrol 9/4	2499(E) 9/10/2	$ 30.70
15929	2170 - US BANK	$ 50.00	PD Dues/CA Assoc for Property & Evidence/NB 9/1/24-8/30/25	2499(F) 9/10/24	$ 50.00
15930	2170 - US BANK	$ 50.00	PD Dues/CA Assoc for Property & Evidence/MP 9/1/24-8/30/25	2499(G) 9/10/24	$ 50.00
15931	2170 - US BANK	$ 24.76	PD Shoe Covers(200)/Jail 9/9	2499(H) 9/10/24	$ 24.76
15932	2170 - US BANK	$ 82.50	Reg/American Planning Assoc Awards/AV 10/24	2518 9/10/24	$ 82.50
15933	2170 - US BANK	$ 150.00	Sub/Property Data/Code Enforcement & Planning 8/24	2518(B) 9/10/24	$ 150.00
15934	2170 - US BANK	$ 575.00	Fee/Government Finance Officer Assoc Budget Award FYE 6/30/24	3071 9/10/24	$ 575.00
15935	2170 - US BANK	$ 979.10	PD Shell Casing Collectors(2)/Range 8/19	4142 9/10/24	$ 979.10
15936	2170 - US BANK	$ 242.52	PD Supplies/Range Trauma Kit 8/28	4142(A) 9/10/24	$ 242.52
15937	2170 - US BANK	$ 36.16	PD PACE Shirt(1) 9/4	4142(B) 9/10/24	$ 36.16
15938	2170 - US BANK	$ 10.74	PD Calendar(1)/JH 9/5	4142(C) 9/10/24	$ 10.74
15939	2170 - US BANK	$ 87.86	PD Dog Food(1 Bag)/Bono 8/16	4289 9/10/24	$ 87.86
15940	2170 - US BANK	$ 31.24	Supplies/Sr Center 8/15	5166 9/10/24	$ 31.24
15941	2170 - US BANK	$ 5.49	Supplies/Sr Center 8/15	5166(A) 9/10/24	$ 5.49
15942	2170 - US BANK	$ 6.40	Supplies/Sr Center 9/9	5166(B) 9/10/24	$ 6.40
15943	2170 - US BANK	$ 132.06	Sub/Uninterruptible Power Supply Monitoring(6)/IT 8/6/24-8/5/25	5350 9/10/24	$ 132.06
15944	2170 - US BANK	$ (24.77)	Credit/Modem(1)/PD to West Comm 8/23	5350(A) 9/10/24	$ (24.77)
15945	2170 - US BANK	$ 43.08	Drill Bits(5)/IT 8/30	5350(B) 9/10/24	$ 43.08
15946	2170 - US BANK	$ 36.82	External Fiber Transceivers(2)/IT 9/6	5350(C) 9/10/24	$ 36.82
15947	2170 - US BANK	$ 659.88	Sub/Adobe Creative Cloud/PH 9/5/24-9/4/25	5350(D) 9/10/24	$ 659.88
15948	2170 - US BANK	$ 659.88	Sub/Adobe Creative Cloud/TA/Returned	5350(E) 9/10/24	$ 659.88
15949	2170 - US BANK	$ 299.88	Sub/IT Security Online Training 9/6/24-9/6/25	5350(F) 9/10/24	$ 299.88
15950	2170 - US BANK	$ 700.00	Reg/League of CA Cities Conference/SM 10/16-10/18	5530 9/10/24	$ 700.00
15951	2170 - US BANK	$ 30.00	Reg/League of CA Cities Meeting/SM 8/22	5530(A) 9/10/24	$ 30.00
15952	2170 - US BANK	$ 3,626.94	Reg/Caterina's Club Gala(1 Table) 10/20	5530(B) 9/10/24	$ 3,626.94
15953	2170 - US BANK	$ 700.00	Reg/League of CA Cities Conference/AM 10/16-10/18	5530(C) 9/10/24	$ 700.00

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
15954	2170 - US BANK	$ (227.95)	Credit/Airfare/2023 League of CA Cities Conference/FM 9/20-9/22	5530(E) 9/10/24	$ (227.95)
15955	2170 - US BANK	$ 75.00	Erroneous Charge/LOCC Conference/AM/Refunded	5530(D) 9/10/24	$ 75.00
15956	2170 - US BANK	$ (75.00)	Credit/Erroneous Charge/LOCC Conference/AM/Refunded	5530(F) 9/10/24	$ (75.00)
15957	2170 - US BANK	$ 298.14	Food/Council Meetings 8/16	5530(G) 9/10/24	$ 298.14
15958	2170 - US BANK	$ 83.19	Supplies/OCCMA Meetings/Reimbursed 8/16	5530(H) 9/10/24	$ 83.19
15959	2170 - US BANK	$ 11.89	Supplies/Reimbursed/SS 9/12	5530(I) 9/10/24	$ 11.89
15960	2170 - US BANK	$ 40.51	Lunch Meeting(3)/CJ Deli/PG & ML & City Attorney 8/21	5530(J) 9/10/24	$ 40.51
15961	2170 - US BANK	$ 39.27	Facebook Ad(1)/City Events 8/23	5530(K) 9/10/24	$ 39.27
15962	2170 - US BANK	$ 110.00	Sub/Mailchimp/Email Distribution/Admin 8/24	5530(L) 9/10/24	$ 110.00
15963	2170 - US BANK	$ 156.24	Food/Board & Brew/City Council Meeting 8/26	5530(M) 9/10/24	$ 156.24
15964	2170 - US BANK	$ 50.85	Pies(3)/City Manager Birthday Celebration 8/28	5530(N) 9/10/24	$ 50.85
15965	2170 - US BANK	$ 7.98	Food/City Manager Birthday Celebration 8/28	5530(O) 9/10/24	$ 7.98
15966	2170 - US BANK	$ 603.40	Food/OCCMA Meeting/Reimbursed 9/4	5530(P) 9/10/24	$ 603.40
15967	2170 - US BANK	$ 2.69	Supplies/Veteran's Recognition 9/9	5530(Q) 9/10/24	$ 2.69
15968	2170 - US BANK	$ 126.07	Food/Loft Grill/City Council Meeting 9/9	5530(R) 9/10/24	$ 126.07
15969	2170 - US BANK	$ 295.00	Reg/Society of Arboriculture Landscape Expo/JL 9/18-9/19	5792 9/10/24	$ 295.00
15970	2170 - US BANK	$ 232.00	PD Reg/First Aid/CPR Training/RM & CP 9/5	6557 9/10/24	$ 232.00
15971	2170 - US BANK	$ 663.31	PD Hotel/CA Homicide Investigators Assoc Conference/SR 8/19-8/23	6557(A) 9/10/24	$ 663.31
15972	2170 - US BANK	$ 663.31	PD Hotel/CA Homicide Investigators Assoc Conference/JH 8/19-8/23	6557(B) 9/10/24	$ 663.31
15973	2170 - US BANK	$ 663.31	PD Hotel/CA Homicide Investigators Assoc Conference/NG 8/19-8/23	6557(C) 9/10/24	$ 663.31
15974	2170 - US BANK	$ 663.31	PD Hotel/CA Homicide Investigators Assoc Conference/EC 8/19-8/23	6557(D) 9/10/24	$ 663.31
15975	2170 - US BANK	$ 40.00	PD Parking Permit/Leadership Development Program/CP 8/30-10/11	6557(E) 9/10/24	$ 40.00
15976	2170 - US BANK	$ 140.00	PD Reg/Leadership Development Program/CP 8/30-10/11	6557(F) 9/10/24	$ 140.00
15977	2170 - US BANK	$ 106.00	PD Reg/Laws of Arrest/MG 9/9-9/13	6557(G) 9/10/24	$ 106.00
15978	2170 - US BANK	$ 400.00	PD Reg/Internal Affairs Seminar/CO 10/9-10/10	6557(H) 9/10/24	$ 400.00
15979	2170 - US BANK	$ 400.00	PD Duplicate Charge/Reimbursed 9/11	6557(I) 9/10/24	$ 400.00
15980	2170 - US BANK	$ 459.00	PD Reg/Critical Incident Response/BP 1/29-1/30	6557(J) 9/10/24	$ 459.00

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15981	2170 - US BANK	$ 232.00	PD Reg/First Aid/CPR Training/TM & TF 9/18	6557(K) 9/10/24	$ 232.00
15982	2170 - US BANK	$ 175.00	PD Reg/Narcotics on Patrol/JM 10/7	6557(L) 9/10/24	$ 175.00
15983	2170 - US BANK	$ 125.00	Dues/Intl Institute of Municipal Clerks/CD 4/1/24-3/31/25	6013 9/10/24	$ 125.00
15984	2170 - US BANK	$ 225.00	Dues/Intl Institute of Municipal Clerks/AF 4/1/24-3/31/25	6013(A) 9/10/24	$ 225.00
15985	2170 - US BANK	$ 119.40	PD Sub/Social Media Graphic Design 8/14/24-8/13/25	6696 9/10/24	$ 119.40
15986	2170 - US BANK	$ 63.12	PD Food/Badge Pinning Event 8/20	6696(A) 9/10/24	$ 63.12
15987	2170 - US BANK	$ 159.90	PD Sub/Video Conference 8/24/24-8/23/25	6696(B) 9/10/24	$ 159.90
15988	2170 - US BANK	$ 80.48	Food/Dominic's/Public Safety Meeting/PG & ML & CSD Staff(3) 8/12	7052 9/10/24	$ 80.48
15989	2170 - US BANK	$ 29.85	Sub/San Jose Mercury News/PG 8/21-11/21	7052(A) 9/10/24	$ 29.85
15990	2170 - US BANK	$ 2,000.00	Golf(4)/Cypress College Foundation Event 9/16	7052(B) 9/10/24	$ 2,000.00
15991	2170 - US BANK	$ 23.68	Clock(1)/PG 9/3	7052(C) 9/10/24	$ 23.68
15992	2170 - US BANK	$ 287.55	Books(15)/High Road Leadership/Strategic Plan 9/12	7052(D) 9/10/24	$ 287.55
15993	2170 - US BANK	$ 15.07	Supplies/Community Center 8/13	7072 9/10/24	$ 15.07
15994	2170 - US BANK	$ 5.38	Supplies/Community Center 8/16	7072(A) 9/10/24	$ 5.38
15995	2170 - US BANK	$ 26.80	Supplies/Community Center 8/13	7072(B) 9/10/24	$ 26.80
15996	2170 - US BANK	$ 140.27	Trash Can Dolly(1)/Community Center 9/5	7072(C) 9/10/24	$ 140.27
15997	2170 - US BANK	$ 9.47	Drain Stoppers(6)/Community Center 9/6	7072(D) 9/10/24	$ 9.47
15998	2170 - US BANK	$ 4.00	Sub/OC Register Online/JD 8/19-9/18	7667 9/10/24	$ 4.00
15999	2170 - US BANK	$ 52.72	Food/Playground/Kids Night Out 8/16	8543 9/10/24	$ 52.72
16000	2170 - US BANK	$ 20.00	Escape Room Game(1)/Teen Program 8/22	8543(A) 9/10/24	$ 20.00
16001	2170 - US BANK	$ 6.73	Supplies/Teen Program 9/6	8543(B) 9/10/24	$ 6.73
16002	2170 - US BANK	$ 11.99	Insurance(3 Yrs)/Sports Bench/Lexington Jr High Gym 9/13	8550 9/10/24	$ 11.99
16003	2170 - US BANK	$ 95.22	PD Motor Gloves(3 Pr) 9/4	8578 9/10/24	$ 95.22
16004	2170 - US BANK	$ 225.00	Reg/Qualified Applicator License & Certificate Exams/JL 9/17	8731 9/10/24	$ 225.00
16005	2170 - US BANK	$ 100.19	Hole Punch(1)/Security ID Cards 9/4	8731(A) 9/10/24	$ 100.19
16006	2170 - US BANK	$ 65.00	Reg/Getting Your Federal Aid Project Started Webinar/KC 9/24	9131 9/10/24	$ 65.00
16007	2170 - US BANK	$ 333.46	iPad Covers(10)/Wall Art(1)/Sr Center 8/15	9213 9/10/24	$ 333.46

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09/07/24 - 10/11/24

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
16008	2170 - US BANK	$ 25.00			
			Ad/Peachjar/Cypress Run 8/13	9213(A) 9/10/24	$ 25.00
16009	2170 - US BANK	$ 45.00			
			Reg/Women In Leisure Awards Banquet/TB 8/15	9213(B) 9/10/24	$ 45.00
16010	2170 - US BANK	$ 64.64			
			Supplies/Sr Center 8/26	9213(C) 9/10/24	$ 64.64
16011	2170 - US BANK	$ 300.00			
			Ad/RaceGrader/Cypress Run 8/27	9213(D) 9/10/24	$ 300.00
16012	2170 - US BANK	$ 10.00			
			Svc/Box/Staff Document Review/Engineering 8/29-9/28	9399 9/10/24	$ 10.00
16013	2170 - US BANK	$ 1,260.00			
			Svc/Quickbase/Public Works 9/5-10/4	9399(A) 9/10/24	$ 1,260.00
16014	100505 - CITY OF CYPRESS-WORKERS COMP	$ 162.59			
			Workers Comp Claims/Professional Svcs/#27725-27752	Reimb 10/11/24	$ 162.59
16015	100505 - CITY OF CYPRESS-WORKERS COMP	$ 3,837.87			
			Workers Comp Claims/Medical/#27725-27752	Reimb(A) 10/11/2	$ 3,837.87
16016	100505 - CITY OF CYPRESS-WORKERS COMP	$ 4,033.04			
			Workers Comp Claims/Permanent Disability/#27725-27752	Reimb(B) 10/11/2	$ 4,033.04
16017	2327 - CUEVAS, LAURA	$ 875.00			
			Refund/Duplicate Payment/CDD-23-271/5253 Oxford Dr	Rfd 10/11/24	$ 875.00
16018	2327 - CUEVAS, LAURA	$ 500.00			
			Refund/CDD-24-123/5772 Orange Ave	Rfd(A) 10/11/24	$ 500.00
16019	2493 - INDABURU, MICHAEL	$ 84.00			
			Refund/Overpayment/BS-24-840/6104 Lawrence St	Rfd 10/11/24	$ 84.00
16020	2496 - RELIABLE ROOFING	$ 500.00			
			Refund/Recycling Deposit/CDD-24-205/10181 Noel St	Rfd 10/11/24	$ 500.00
16021	2495 - SO CAL PERMIT	$ 361.40			
			Refund/BS-24-1254	Rfd 10/11/24	$ 361.40
16022	2494 - VAZQUEZ, JOSE	$ 268.00			
			Refund/Cancelled Permit/BS-23-924	Rfd 10/11/24	$ 268.00
16023	1480 - ARCO BUSINESS SOLUTIONS	$ 32.41			
			Fuel/Finance 9/3-10/2	NP67217609	$ 32.41
16024	1480 - ARCO BUSINESS SOLUTIONS	$ 131.49			
			Fuel/Community Development 9/3-10/2	NP67217609(A)	$ 131.49
16025	1480 - ARCO BUSINESS SOLUTIONS	$ 92.19			
			Fuel/Engineering 9/3-10/2	NP67217609(B)	$ 92.19
16026	1480 - ARCO BUSINESS SOLUTIONS	$ 3,434.57			
			Fuel/Maint 9/3-10/2	NP67217609(C)	$ 3,434.57
16027	1480 - ARCO BUSINESS SOLUTIONS	$ 42.15			
			Fuel/Recreation 9/3-10/2	NP67217609(D)	$ 42.15
16028	1480 - ARCO BUSINESS SOLUTIONS	$ 16,263.55			
			Fuel/Police 9/3-10/2	NP67217609(E)	$ 16,263.55
16029	2499 - HERNANDEZ, RICO	$ 890.00			
			Refund/Duplicate Payment/CDD-24-242/411 Larwin	Rfd 10/11/24	$ 890.00
16030	2494 - VAZQUEZ, JOSE	$ 875.00			
			Refund/Cancelled Permit/CDD-23-214/6691 Forest St	Rfd(A) 10/11/24	$ 875.00
66121	290 - AC EXCHANGE AUTO	$ 625.91			
			Repair/Air Conditioner/Unit #140	053161	$ 625.91
66122	1570 - ADVANTAGE COLOR GRAPHICS ADVANTAGE MAILING, LLC	$ 4,992.96			
			Svc/Print/City & Recreation Newsletter 8/24	212711	$ 4,992.96
66123	270 - AITHAL, DARSHINI	$ 598.65			
			Instruct/Chair Yoga 8/6-8/27	8/27/24	$ 423.15
			Instruct/Flow Yoga 8/5-8/26	8/26/24	$ 175.50

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
66124	130335 - AKM CONSULTING ENGINEERS	$ 12,886.50			
			Design/Sewer System Mgmt Plan 8/24	13034	$ 12,886.50
66125	100723 - ALESHIRE & WYNDER, LLP	$ 28,165.16			
			Legal Svc/CA Aware 7/24	88665	$ 139.40
			Legal Svc/Engineering 7/24	88657	$ 1,892.50
			Legal Svc/Finance 7/24	88658	$ 110.00
			Legal Svc/General Admin 7/24	88653	$ 1,540.00
			Legal Svc/Housing 7/24	88662	$ 706.10
			Legal Svc/HR 7/24	88655	$ 337.70
			Legal Svc/Makkouk 7/24	88663	$ 747.10
			Legal Svc/Planning 7/24	88656	$ 2,475.00
			Legal Svc/Police 7/24	88660	$ 783.00
			Legal Svc/Recreation 7/24	88659	$ 275.00
			Litigation Svc/General Admin 7/24	88654	$ 5,633.90
			Litigation Svc/Ihrig 7/24	88667	$ 4,028.86
			Litigation Svc/Singh 7/24	88668	$ 1,498.00
			Litigation Svc/Sokmen 7/24	88664	$ 876.20
			Litigation Svc/Youngsma 7/24	88666	$ 7,122.40
66126	122455 - ALL AMERICAN SIGN CO, INC	$ 793.27			
			Building Signs(6)/Sr Center 9/3	55006	$ 211.94
			Digital Banners(3)/2024 5K Run/Walk 8/13	56101	$ 218.00
			Digital Banners(5)/Concerts on the Green 4/9	55528	$ 363.33
66127	1200 - ANNEALTA GROUP	$ 465.00			
			Svc/Planning Project Management & Support Assistance 8/24	3315	$ 271.25
			Svc/Planning Project Manager/Housing Element Implementation 8/24	3316	$ 193.75
66128	2332 - ARCHAMBAULT INVESTIGATIONS & POLYGRAPH	$ 1,000.00			
			PD Svc/Polygraphs(4) 8/24	2024-003	$ 1,000.00
66129	110860 - AT&T	$ 324.68			
			Cell Svc/PD 8/24	8/24(I)	$ 244.20
			Svc/Engineering Mobile Hotspots 8/24	8/24(G)	$ 80.48
66130	110860 - AT&T	$ 4.43			
			2481347232-Admin Phone Svc 9/24	9/24	$ 4.43
66131	110860 - AT&T	$ 1.77			
			East Wing Fax Line 8/24	8/24(H)	$ 1.77
66132	110860 - AT&T	$ 1,320.99			
			W/C Svc/Priority Radio Line 8/24	000022234145	$ 1,320.99
66133	252 - AUTO ZONE, INC	$ 11.25			
			Replace/Coolant Hose Connector/Unit #135	5521379895	$ 11.25
66134	109354 - B & M LAWN & GARDEN, INC	$ 146.38			
			Blower Backplate(1) 7/15	646165	$ 83.56
			Trimmer String(2 Coils) 7/25	647969	$ 62.82
66135	1822 - BENEFITS COORDINATORS CORPORATION BCC	$ 13,136.28			
			Insurance/Dental & Vision/City & Dist 9/24	B0FHKS	$ 9,585.85
			Insurance/Dental & Vision/West Comm 9/24	B0FJ0T	$ 966.05
			Insurance/Vision Claims/City & Dist & West Comm 8/24	B0FJ9F	$ 2,584.38
66136	2205 - BP FORD OF LONG BEACH	$ 964.70			
			Engine Bracket(2)/Switch(1) 8/16	217228FOW	$ 353.51
			Insulators(2)/Tire Sensors(3)/Tube(1) 8/28	217587FOW	$ 527.84
			Replace/Window Switch/Unit #619	217265FOW	$ 83.35
66137	1600 - BRIGHTVIEW LANDSCAPE SERVICES, INC	$ 7,130.74			
			Svc/Landscape/Lexington Park 8/24	9061615	$ 6,831.76
			Svc/Seasonal Fertilization/Lexington Park 8/24	9061615(A)	$ 298.98
66138	120103 - CALIFORNIA MUNICIPAL STATISTICS INC	$ 550.00			
			Svc/Debt Statement/ACFR 6/30/24	24082904	$ 550.00

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
66139	2137 - CALIFORNIA SAFETY AGENCY RECON INDUSTRIES INC	$ 1,240.00			
			Svc/Restroom & Tennis Court Lockup 8/24	3604-165	$ 1,240.00
66140	111882 - CALIFORNIA YELLOW CAB CORP	$ 6,045.00			
			Sr Center/Nutrition Program 7/24	7503024	$ 1,560.00
			Taxi Vouchers/Sr Center 7/24	7501024	$ 4,485.00
66141	1769 - CARAHSOFT TECHNOLOGY CORP	$ 48,036.76			
			Software Maint/Online Permitting & Plan Check Svcs 7/1/254-6/30/	24123969INV	$ 48,036.76
66142	536 - CHARLAND, MATTHEW	$ 1,320.00			
			Tuition/Best Practices in Community Engagement/Summer 2024	Tuit 9/13/24	$ 1,320.00
66143	123012 - CHARLES ABBOTT ASSOCIATES	$ 1,120.00			
			Svc/Water Quality Mgmt Plan Checks 7/24	67762	$ 1,120.00
66144	2090 - CHARTER COMMUNICATIONS HOLDINGS LLC SPECTRUM	$ 3,189.92			
			Svc/Internet 7/15-9/15	18762540108	$ 3,189.92
66145	2090 - CHARTER COMMUNICATIONS HOLDINGS LLC SPECTRUM	$ 2,656.10			
			W/C CAD/RMS Ethernet Connection 7/4-8/4	187630201080124	$ 1,291.61
			W/C CAD/RMS Ethernet Connection 8/5-9/4	187630201080124A	$ 1,364.49
66146	2090 - CHARTER COMMUNICATIONS HOLDINGS LLC SPECTRUM	$ 139.94			
			Svc/Cable TV 8/10-9/9	188680601080724	$ 139.94
66147	2090 - CHARTER COMMUNICATIONS HOLDINGS LLC SPECTRUM	$ 563.75			
			W/C Svc/Internet 7/24	218496501080124	$ 563.75
66148	1066 - CHUSHINKAN DOJO	$ 123.50			
			Instruct/Aikido & Iaido 7/15-8/31	8/31/24	$ 123.50
66149	1553 - CODE 5 GROUP, LLC	$ 1,800.00			
			PD Svc/GPS Tracking(3 Units) 9/1/24-8/31/25	4036	$ 1,800.00
66150	2035 - COMMUNICATIONS LAB BARRIOS & ASSOCIATES, LLC	$ 4,100.00			
			Svc/Recreation Activity Guide Support/Fall 2024	2402-856	$ 4,100.00
66151	1439 - CORODATA MEDIA STORAGE, INC	$ 154.76			
			Offsite Data Storage 7/24	DS1309541	$ 154.76
66152	115003 - COUNTY OF ORANGE	$ 603.00			
			Fee/Non-Disposal Site/Maint Yard 7/1/24-6/30/25	IN2701327	$ 603.00
66153	115003 - COUNTY OF ORANGE	$ 1,104.51			
			PD Svc/OC Automated Telecommunications System 8/24	SH69297	$ 1,104.51
66154	115003 - COUNTY OF ORANGE	$ 1,490.00			
			PD Svc/Automated Fingerprint Identification System 8/24	SH69327	$ 1,490.00
66155	1820 - CURBELO, EDWARD	$ 45.68			
			Reimb/Uniform Replacement/ECurbelo	Reimb 9/13/24	$ 45.68
66156	1622 - DANIELS TIRE SERVICE, INC	$ 932.28			
			Vehicle Tires(7) 8/15	200513620	$ 932.28
66157	100707 - DEPT OF JUSTICE ACCT OFFICE CASHIER UNIT	$ 32.00			
			Svc/Fingerprints(1)/City 7/24	753800	$ 32.00
66158	129749 - DEPT OF PESTICIDE REGULATION-CASHIER	$ 410.00			
			Fee/Qualified Applicator License Application/JL 2024	QAL 2024	$ 410.00
66159	1296 - EDCO CNG	$ 1,396.96			
			Natural Gas(39.79 Gls)/Sewer Truck(1) 8/1-8/15	08212024-6(A)	$ 128.12
			Natural Gas(394.05 Gls)/Sweepers(2) 8/1-8/15	08212024-6	$ 1,268.84
66160	2231 - ELYSIAN ARTS & EVENTS, LLC KIMBERLY DOWNEY ESMOND	$ 3,112.20			
			Instruct/Dance 7/23-8/27	8/27/24	$ 3,112.20
66161	1488 - ENTERPRISE HOLDINGS INC	$ 821.82			
			PD Rental Car(1) 7/16-8/15	36857047	$ 821.82
66162	2185 - ENVIRO SAFETY PRODUCTS, PUBLIC SAFETY CENTER	$ 113.64			
			PD Exam Gloves(1K) 8/29	INV638890	$ 113.64
66163	104530 - EXPERIAN	$ 77.24			
			PD Credit Reports 8/24	436466	$ 77.24

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
66164	2235 - FACILITY SOLUTIONS GROUP, INC	$ 1,159.83			
			Lamps(18)/Community Center 8/23	5476580-00	$ 179.71
			Lamps(201)/Civic Center 8/23	5473377-00	$ 980.12
66165	2484 - FOSTER & FOSTER CONSULTING ACTUARIES, INC	$ 1,500.00			
			Svc/Actuarial Valuation 6/30/24	32594	$ 750.00
			W/C Svc/Actuarial Valuation 6/30/24	32595	$ 750.00
66166	1115 - FRONTIER	$ 2,637.15			
			W/C Phone Svc/5627955413 9/24	9/24(B)	$ 2,637.15
66167	2398 - GALLATIN INVESTIGATIONS LLC LISA MATTEROLI	$ 2,000.00			
			PD Svc/Background Check(1) 8/20	2024-0002	$ 2,000.00
66168	119018 - GOLDEN STATE WATER COMPANY	$ 2,125.46			
			Svc/Parkway Maint 8/24	8/24(B)	$ 2,125.46
66169	123002 - GRAINGER	$ 178.85			
			Floor Mats(2)/Sr Center 9/4	9236150372	$ 135.31
			Screwdriver(1)/Sr Center 9/4	9235696326	$ 43.54
66170	110049 - GREAT SCOTT TREE SERVICE INC	$ 51,963.00			
			Svc/Remove Tree(1) 8/21	53992	$ 400.00
			Svc/Remove Tree(1) 8/28	53991	$ 750.00
			Svc/Remove Tree(1) 8/8	53919	$ 1,100.00
			Svc/Remove Trees(2) 8/21	53993	$ 450.00
			Svc/Remove Trees(2) 8/26	53990	$ 2,245.00
			Svc/Remove Trees(4) 8/27	53994	$ 4,650.00
			Svc/Trim Trees(181) 8/30	53989	$ 8,745.00
			Svc/Trim Trees(379) 8/26	53970	$ 15,191.25
			Svc/Trim Trees(4) 8/9	53918	$ 345.00
			Svc/Trim Trees(477) 8/27	53988	$ 18,086.75
66171	1464 - HANLEY CHESS ACADEMY	$ 682.50			
			Instruct/Chess Class 7/30-8/27	8/27/24	$ 682.50
66172	128739 - HOME DEPOT CREDIT SVC-MAINT	$ 1,980.69			
			Supplies/Maint 7/24	9/13/24	$ 1,980.69
66173	103024 - JHM & CARSON SUPPLY	$ 25.41			
			Coupling(1)/Applicator(1) 8/23	98642/3	$ 25.41
66174	2487 - JP ELECTRIC JETA GROUP INC	$ 4,935.00			
			W/C Svc/Electrical Upgrades/Console Replacement 8/12	4372	$ 4,935.00
66175	2417 - KIDZ TALENT ACADEMY LLC ANIYAH WILLIAMS	$ 374.40			
			Instruct/Gymnastics & Tumbling 8/5-8/26	8/26/24	$ 374.40
66176	1588 - L.N. CURTIS AND SONS-CURTIS BLUE LINE	$ 599.97			
			PD Holsters(4) 8/28	INV860707	$ 599.97
66177	122069 - LIEBERT CASSIDY WHITMORE	$ 312.00			
			Legal Svc/PD Matter #CY020-00100 3/24	264235	$ 312.00
66178	109290 - LONG BEACH BMW-RCA INVESTMENTS INC	$ 2,871.00			
			Replace/Shifter & Valve Cover/Motor Unit #661	50053	$ 833.94
			Svc/12K Mile Tune Up/Tires/Motor Unit #658	50119	$ 2,037.06
66179	112017 - LOS ALTOS TROPHY CAL-LINE INVESTMENTS	$ 117.82			
			Staff Name Badges(9)/Community Events 8/26	96104	$ 117.82
66180	109220 - MANHATTAN STITCHING CO, INC - BRENDAN SCREEN PRI	$ 3,383.35			
			PD PACE Shirts(620) 8/19	102763	$ 3,383.35
66181	111271 - MAR-CO EQUIPMENT CO	$ 1,645.25			
			Replace/Sequence Valve/Sweeper Unit #137	202939	$ 728.44
			Sweeper Filter Elements(3)/Water Hose(1)/Misc 7/26	202660	$ 916.81
66182	578 - MIG-MOORE IACOFANO GOLTSMAN, INC	$ 12,621.45			
			Design/Arnold Cypress Park Rehab 7/24	0087679	$ 12,621.45
66183	109269 - MILES, HILDA	$ 773.50			
			Instruct/Hula Dance 7/23-8/28	8/28/24	$ 773.50

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
66184	354 - MILLS COLLISION CENTER	$ 1,903.05			
			Repair/Body/Unit #616	10971	$ 1,903.05
66185	80 - MORRIS, LETICIA	$ 253.50			
			Instruct/Zumba 8/3-8/31	8/31/24	$ 253.50
66186	129801 - MUTUAL LIQUID GAS & EQUIP	$ 30.00			
			Rent/Propane Tank 9/1-11/30	211417	$ 30.00
66187	129724 - NAPA AUTO PARTS - SO CAL AUTO & TRUCK PARTS INC	$ 783.50			
			Brake Rotors(6)/Oil(3 Qts)/Anti-Freeze(4 Gls)/Misc 8/28	467285	$ 783.50
66188	672 - O'REILLY AUTO PARTS	$ 59.80			
			Oil Filters(8) 8/27	3078-104187	$ 41.46
			Replace/Sway Bar/Bushing/Unit #172	3078-105905	$ 18.34
66189	108944 - OFFICE DEPOT	$ 1,121.18			
			Supplies/Citywide 7/24-8/24	9/13/24	$ 1,121.18
66190	100870 - POSTMASTER -CYPRESS POST OFFICE	$ 3,500.00			
			Postage/City & Recreation Newsletter 10/24	9/13/24	$ 3,500.00
66191	2401 - R & M ELECTRICAL CONTRACTING RMF CONTRACTING	$ 130,672.50			
			Final/Replace/Sports Field Lighting/Oak Knoll Park 7/24	RM5552	$ 130,672.50
66192	101148 - RED WING SHOE STORE	$ 250.00			
			Safety Shoes/SVera 8/30	20240905025347	$ 250.00
66193	792 - REGIONAL TRAINING CENTER	$ 115.00			
			PD Reg/Court & Temporary Holding Facilities/CB 10/1	PD Reg 10/1	$ 115.00
66194	35 - SCPLRC MEMBERSHIP	$ 350.00			
			Dues/So CA Public Relations Council/HR 8/1/24-7/31/25	2024-25	$ 350.00
66195	130328 - SHOETERIA	$ 111.51			
			Safety Shoes/MMartinez 7/30	0072642IN	$ 111.51
66196	119051 - SMART & FINAL (REC & PARKS)	$ 60.18			
			Food/Counselor in Training Recognition 8/1	20031702 8/1/24	$ 11.75
			Food/National Night Out 8/6	20005101 8/6/24	$ 10.99
			Food/Playground/Kids Night Out 8/14	20014502	$ 37.44
66197	108459 - SMART & FINAL-POLICE ACCT	$ 305.61			
			PD Hot Cups(1K) 8/21	005002 8/21/24	$ 118.31
			PD Hot Cups(500)/Breakroom 8/8	005701 8/8/24	$ 59.70
			PD Supplies/Badge Pinning/Breakroom 8/12	019302 8/12/24	$ 76.63
			PD Water Bottles(180)/EOC Exercise 8/21	005901 8/21/24	$ 50.97
66198	119016 - SO CAL EDISON	$ 100,275.70			
			700134894611 - Svc/Traffic Signal 8/24	8/24(A)	$ 28.20
			700370018870 - Svc/Traffic Signal 8/24	8/24(B)	$ 108.44
			Svc/Citywide 7/15-8/12	7/15/24-8/12/24	$ 100,139.06
66199	119017 - SO CAL GAS CO	$ 582.70			
			00840909006 Svc/Comm Center 8/24	8/24(E)	$ 103.40
			12600890003 Svc/Maint Yard 8/24	8/24(C)	$ 86.19
			13230923008 Svc/Storm Drain 8/24	8/24(D)	$ 25.18
			18690942000 Svc/Sr Center 8/24	8/24(F)	$ 242.64
			19530910009 Svc/City Hall 8/24	8/24(G)	$ 125.29
66200	543 - SORVILLO, BRYAN	$ 5,338.00			
			Instruct/Group Tennis 8/5-8/30	8/30/24	$ 5,226.00
			Instruct/Private Tennis 8/24	8/24	$ 112.00
66201	127941 - SOUTH COAST AIR QUALITY MGT DISTRICT	$ 707.00			
			Fee/AQMD Generator/PS #6 2024-25	4399329	$ 541.04
			Fee/Generator Emissions/PS #6 2024-25	4401625	$ 165.96
66202	1279 - SOUTHERN CALIFORNIA SHREDDING, INC	$ 65.00			
			PD Svc/Shredding 8/26	262252	$ 65.00
66203	116238 - STAPLES BUSINESS ADVANTAGE	$ 1,851.10			
			Supplies/Citywide 7/24-8/24	9/13/24	$ 1,851.10

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
66204	122862 - STEVEN ENTERPRISES INC	$ 665.50			
			Print Head(1)/Plotter Ink(1 Cartridge)/Community Center 8/19	0474698IN	$ 665.50
66205	2330 - STROCK, JAMIE	$ 300.00			
			W/C Tuition/Criminal Investigation/Summer 2024	Tuit 9/13/24	$ 300.00
66206	2241 - THE EMBLEM AUTHORITY EMBLEMS INC	$ 900.00			
			PD Uniform Shoulder Patches(400) 8/27	46545	$ 900.00
66207	2067 - THE ORIGINAL GOODIE'S UNIFORM	$ 566.35			
			PD Uniform/Aide BRosete	17294	$ 180.70
			PD Uniform/Aide CReynolds	17297	$ 204.95
			PD Uniform/Aide CSorenson	17295	$ 169.67
			Svc/Sew Uniform Patches(2)/CMcShane	17596	$ 11.03
66208	1994 - TRUTH BE TOLD POLYGRAPH, LLC YOLANDA GELLIS	$ 225.00			
			PD Svc/Polygraph(1) 8/15	CYPD-2024-08	$ 225.00
66209	2223 - U.S. CAD HOLDINGS LLC	$ 1,544.40			
			Sub/Bluebeam Studio Prime(1)/Engineering 8/13/24-4/28/25	INV65284	$ 1,544.40
66210	127207 - UNDERGROUND SVS ALERT OF SO CA	$ 148.75			
			Svc/DigAlert Tickets 8/24	820240222	$ 148.75
66211	1242 - UNIFORM DEPOT, INC-MR UNIFORM	$ 114.66			
			PD Ball Cap(1)/DPinvidic	8232(A)	$ 37.18
			PD Ball Caps(2)/JCarrillo	8232	$ 74.35
			PD Sales Tax/Safety Gear/CNunez	8217(A)	$ 3.13
66212	1992 - VOORHEES, RONDA	$ 666.90			
			Instruct/Piano 8/14-8/28	8/28/24	$ 666.90
66213	1993 - WATANABE , BRYCE I	$ 1,523.60			
			Instruct/Karate 7/29-8/28	8/28/24	$ 1,523.60
66214	2193 - WEST GROVE VOLLEYBALL, LLC	$ 286.65			
			Instruct/Volleyball 8/4-8/25	8/25/24	$ 286.65
66215	2273 - YOUNG REMBRANDTS NORTH ORANGE COUNTY BI DAN YU	$ 499.20			
			Instruct/Drawing 7/23-8/31	8/31/24	$ 499.20
66216	1974 - YUNEX LLC	$ 14,385.00			
			Replace/Traffic Signal Pole/Knockdown/Orange & Denni 6/12	90002733	$ 14,385.00
66217	0 - DEVASSY, PHILIP	$ 300.00			
			Refund/Facility Deposit/Contract #8996	Rfd 9/13/24	$ 300.00
66218	0 - EVERETT, MIKE	$ 500.00			
			Refund/Recycling Deposit/CDD-23-299/6123 Nauru St	Rfd 9/13/24	$ 500.00
66219	0 - EVERETT, MIKE	$ 500.00			
			Refund/Facility Deposit/CDD-23-332/10242 Saint Bernard St	Rfd 9/13/24	$ 500.00
66220	0 - KIM, JIN KOOK	$ 124.00			
			Refund/Rental Fee/Contract #9071	Rfd 9/13/24	$ 124.00
66221	0 - MOORE, GAIL	$ 145.00			
			Refund/Dog Obedience 9/8-10/6	Rfd 9/13/24	$ 145.00
66222	0 - NORRIS, NICHOLAS	$ 1,200.00			
			Refund/Recycling Deposit/CDD-23-338	Rfd 9/13/24	$ 1,200.00
66223	0 - TANAKA, LESLIE	$ 100.00			
			Refund/Facility Deposit/Contract #9214	Rfd 9/13/24	$ 100.00
66224	0 - YEN, KEVIN	$ 300.00			
			Refund/Facility Deposit/Contract #9324	Rfd 9/13/24	$ 300.00
66225	1969 - SPINDOLA, CHRISTOPHER	$ 12.00			
			Meals/Human Trafficking 11/16	Reimb 1/19/24	$ 12.00
66226	106914 - ADMINSURE	$ 3,582.00			
			Workers Comp Claims Admin 10/24	17275	$ 3,582.00
66227	100681 - ADVANCED ALARM & FIRE INC	$ 550.00			
			Install/Motion Sensor/Community Center 9/10	4761	$ 550.00

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66228	1570 - ADVANTAGE COLOR GRAPHICS ADVANTAGE MAILING, LLC	$ 828.54			
			Svc/Print/Door Hangers/2024 5K Run Notifications 9/12	214587	$ 828.54
66229	101016 - ANAHEIM UNION HIGH SCHOOL DISTRICT	$ 3,937.50			
			Svc/Transportation/Day Camp Excursions 7/10-7/31	G4UI0008	$ 3,937.50
66230	110860 - AT&T	$ 2,614.60			
			Svc/Fiber Internet 7/24	000022085192	$ 824.23
			Svc/Fiber Internet 8/24	000022232987	$ 1,790.37
66231	110860 - AT&T	$ 3,168.40			
			9391033694-PW Phone Svc 8/24	8/24(K)	$ 5.55
			9391033695-Civic Center Phone Svc 8/24	8/24(J)	$ 30.42
			9391033696-PD Phone Svc 9/24	9/24(A)	$ 30.49
			9391033698-PW Phone Svc 8/24	8/24(L)	$ 30.57
			Phone Svc/Multi-Line 8/13-9/12	8/13/24-9/12/24	$ 3,071.37
66232	252 - AUTO ZONE, INC	$ 126.75			
			Air Conditioner Hose(1)/Air Filter(1) 9/11	5521387032	$ 126.75
66233	2460 - AUTOLIFT SERVICES INC	$ 15,524.01			
			Tire Balancer Machine(1)/Tire Changer(1)/Maint Garage 9/6	25094	$ 15,524.01
66234	1232 - BANNER BANK	$ 164,457.65			
			Retention/LA Engineering/AC Park Rehab 8/24	9-8/24	$ 164,457.65
66235	2101 - BARNES, CHRISTOPHER	$ 380.00			
			Perform/Magic/National Night Out 8/6	8/6/24	$ 380.00
66236	109327 - BEE REMOVERS - HONEYCOTT, INC	$ 490.00			
			Inspect/Bee Hive/Trip Charge 9/11	602722	$ 195.00
			Svc/Wasp Removal/Cedar Glen Park 8/28	602680	$ 295.00
66237	1822 - BENEFITS COORDINATORS CORPORATION BCC	$ 10,062.61			
			Insurance/Life/LTD/STD/Optional 10/24	15270	$ 10,062.61
66238	2205 - BP FORD OF LONG BEACH	$ 717.25			
			Repair/Fuel System/Unit #640	FOCB720057	$ 717.25
66239	2143 - BUCHALTER, A PROFESSIONAL CORPORATION	$ 271.04			
			Litigation Svc/CA Voting Rights Act Challenge 8/24	1327346	$ 271.04
66240	1998 - CEJA, SAUL	$ 12.00			
			Meal/Street Racing/Modified Vehicle Enforcement 3/20	Reimb 9/27/24	$ 12.00
66241	102020 - CELEBRATIONS	$ 937.60			
			Rent/Tables(36)/Chairs(100)/State of the City 10/15	13216	$ 937.60
66242	1008 - CERTIFIX LIVE SCAN	$ 20.00			
			W/C Svc/Fingerprinting(1) 8/19	93234	$ 20.00
66243	123012 - CHARLES ABBOTT ASSOCIATES	$ 3,040.00			
			Svc/Water Quality Mgmt Plan Checks 8/24	67856	$ 3,040.00
66244	2090 - CHARTER COMMUNICATIONS HOLDINGS LLC SPECTRUM	$ 1,291.56			
			W/C CAD/RMS Ethernet Connection 9/5-10/4	187630201090124	$ 1,291.56
66245	2090 - CHARTER COMMUNICATIONS HOLDINGS LLC SPECTRUM	$ 148.89			
			Svc/Cable TV 9/10-10/9	188680601090724	$ 148.89
66246	2090 - CHARTER COMMUNICATIONS HOLDINGS LLC SPECTRUM	$ 563.75			
			W/C Svc/Internet 8/24	218496501090124	$ 563.75
66247	1439 - CORODATA MEDIA STORAGE, INC	$ 154.76			
			Offsite Data Storage 8/24	DS1309790	$ 154.76
66248	629 - COSTCO WHOLESALE #748	$ 114,467.56			
			Refund/Business License/Mini-Code 15-30 2024-25	Rfd 9/27/24	$ 114,467.56
66249	115003 - COUNTY OF ORANGE	$ 6,044.72			
			Parking Violations 8/24	8/24	$ 6,044.72
66250	129969 - CROWN TROPHY COLOMRICAN, INC	$ 619.35			
			Medals(120)/2024 Challenger Basketball 7/19	17445	$ 619.35
66251	2463 - CSU FULLERTON AUXILIARY SERVICES CORP	$ 7,500.00			
			Svc/Cypress University Program/Small Business Training 8/24	AR174458	$ 7,500.00

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66252	1820 - CURBELO, EDWARD	$ 136.00			
			Meals/CA Homicide Investigators Assoc Conf 8/19-8/23	Reimb 9/27/24	$ 136.00
66253	116854 - DATA TICKET INC-MSB	$ 1,385.51			
			Parking Citation Processing 8/24	169300	$ 1,385.51
66254	100707 - DEPT OF JUSTICE ACCT OFFICE CASHIER UNIT	$ 64.00			
			W/C Svc/Fingerprints(2) 8/24	760943	$ 64.00
66255	110722 - DLT SOLUTIONS, LLC	$ 9,960.51			
			Sub/AutoCAD Map 3D/Engineering 6/19/24-6/18/25	SI651217	$ 9,960.51
66256	1296 - EDCO CNG	$ 1,355.07			
			Natural Gas(374.83 Gls)/Sweepers(2) 8/16-8/30	09042024-6	$ 1,206.95
			Natural Gas(46 Gls)/Sewer Truck(1) 8/16-8/30	09042024-6(A)	$ 148.12
66257	2235 - FACILITY SOLUTIONS GROUP, INC	$ 539.18			
			Lamps/Civic Center(90)/Community Center(90) 9/5	5480313-00	$ 539.18
66258	2461 - FCG CONSULTANTS INC	$ 2,985.80			
			Inspect/Various Non-CIP Engineering Permits 7/24	1135-1001B	$ 2,985.80
66259	1115 - FRONTIER	$ 95.54			
			W/C Phone Svc/5624931036 10/24	10/24	$ 95.54
66260	889 - FULL SAIL ENTERPRISES, INC	$ 2,457.88			
			Install/Graphics/Unit #616	126-2401	$ 498.25
			Install/Graphics/Unit #621	126-2402	$ 653.21
			Install/Graphics/Unit #622	126-2403	$ 653.21
			Install/Graphics/Unit #623	126-2404	$ 653.21
66261	2490 - GANCE, MICHAEL	$ 116.00			
			Meals/Fees/Laws of Arrest 9/9-9/13	Reimb 9/27/24	$ 116.00
66262	2006 - GHATTAS, NICHOLE	$ 136.00			
			Meals/CA Homicide Investigators Assoc Conf 8/19-8/23	Reimb 9/27/24	$ 136.00
66263	2269 - GIVERRANG, INC	$ 5,190.50			
			Svc/Gift Card Program/Business Park Local Catering 9/24	1461	$ 5,190.50
66264	119018 - GOLDEN STATE WATER COMPANY	$ 86,306.59			
			Svc/Athletic Fields 8/24	8/24(H)	$ 3,908.07
			Svc/Civic Center 8/24	8/24(E)	$ 7,471.33
			Svc/Community Center 8/24	8/24(C)	$ 43.26
			Svc/Lexington Park 8/24	8/24(G)	$ 5,004.53
			Svc/Maint Yard Landscaping 8/24	8/24(D)	$ 636.41
			Svc/Parks Landscaping 8/24	8/24(I)	$ 44,288.86
			Svc/Parks Landscaping 9/24	9/24(A)	$ 5,785.54
			Svc/Parkway Maint 8/24	8/24(J)	$ 14,336.88
			Svc/Parkway Maint 9/24	9/24	$ 2,568.75
			Svc/Sr Center 8/24	8/24(K)	$ 95.62
			Svc/Stanton Channel Berm 8/24	8/24(F)	$ 2,167.34
66265	1133 - GRANICUS SWAGIT PRODUCTIONS, LLC	$ 10,352.71			
			Software Maint/City Website 10/1/24-9/30/25	189251	$ 10,352.71
66266	110815 - GRIFFIN STRUCTURES INC	$ 65,885.96			
			Construct Mgmt/Arnold Cypress Park Rehab 8/24	GSI-CACPR448-09	$ 65,885.96
66267	841 - HABIT BURGER THE HABIT RESTAURANTS LLC	$ 1,964.78			
			Final/Catering Truck/Employee Appreciation Lunch 10/24	10/24/24	$ 1,964.78
66268	103008 - HARTZOG & CRABILL	$ 3,355.00			
			Svc/Monitor Traffic Signals 7/24	24-0522	$ 1,586.25
			Svc/Monitor Traffic Signals 8/24	24-0589	$ 1,768.75
66269	1171 - HDL COREN & CONE	$ 3,556.25			
			Svc/Property Tax Auditing 7/1/24-9/30/24	SIN041194	$ 3,556.25
66270	1535 - HERNANDEZ, JENNIFER	$ 136.00			
			Meals/CA Homicide Investigators Assoc Conf 8/19-8/23	Reimb 9/27/24	$ 136.00

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66271	117233 - HOME DEPOT CREDIT SVC-REC #0720	$ 248.77			
			Supplies/Facility Operations/Community Center 8/28	6012976	$ 157.26
			Supplies/Facility Operations/Community Center 8/8	6022614	$ 91.51
66272	102993 - ITERIS, INC	$ 2,954.00			
			Svc/Traffic Camera Infrastructure Upgrades 7/24	172912	$ 2,954.00
66273	2023 - KELLEY, JORDAN	$ 12.00			
			Meal/First Aid/CPR/AED Refresher 8/20	Reimb 9/27/24	$ 12.00
66274	109290 - LONG BEACH BMW-RCA INVESTMENTS INC	$ 2,167.20			
			Svc/36K Mile Tune Up/Motor Unit #663	50707	$ 2,167.20
66275	1202 - LOS ANGELES ENGINEERING INC	$ 3,124,695.34			
			Construct/Arnold Cypress Park Rehab 8/24	9-8/24	$ 3,124,695.34
66276	109168 - MACADEE ELECTRICAL CONSTRUCTION, INC	$ 10,235.39			
			Retention/Install/LED Street Name Signs	5612	$ 10,235.39
66277	2264 - MAGIC JUMP RENTALS ORANGE COUNTY LLC	$ 582.80			
			Rent/Moonbounce/National Night Out 8/6	114487	$ 582.80
66278	2172 - MCCORMACK, JULIA	$ 12.00			
			Meal/First Aid/CPR/AED Refresher 8/13	Reimb 9/27/24	$ 12.00
66279	2407 - MDJ MANAGEMENT	$ 73,990.53			
			Construct/Picnic Shelter/Veterans Park 7/1-8/23	CYP 1001.3	$ 73,990.53
66280	200 - MELLANA, THOMAS	$ 12.00			
			Meal/First Aid/CPR/AED Refresher 9/18	Reimb 9/27/24	$ 12.00
66281	122124 - MIKE RAAHAUGE SHOOTING ENTERPRISES	$ 25.00			
			PD Svc/Shooting Range/SWAT 8/13	1995	$ 25.00
66282	109177 - MONDON, REBECCA	$ 12.00			
			Meal/First Aid/CPR/AED Refresher 9/5	Reimb 9/27/24	$ 12.00
66283	129724 - NAPA AUTO PARTS - SO CAL AUTO & TRUCK PARTS INC	$ 622.01			
			Brake Rotors(4)/Brake Pads(5)/Misc 9/17	468594	$ 821.29
			Credit/Battery(1) 9/5	467794	$ (199.28)
66284	122725 - ORANGE COUNTY SANITATION DISTRICT	$ 98,930.15			
			Sewer Connect Fees 8/24	8/24	$ 98,930.15
66285	194 - PAUL, BROCK	$ 12.00			
			Meal/First Aid/CPR/AED Refresher 8/13	Reimb 9/27/24	$ 12.00
66286	144 - R.C.S. INVESTIGATIONS & CONSULTING, LLC	$ 1,850.00			
			PD Svc/Background Check(1) 9/17	7052	$ 1,850.00
66287	1391 - REED, SEBASTIAN	$ 136.00			
			Meals/CA Homicide Investigators Assoc Conf 8/19-8/23	Reimb 9/27/24	$ 136.00
66288	130231 - RSG, INC ROSENOW SPEVACEK GROUP INC	$ 4,096.25			
			Consult/Affordable Housing/Citrus Square 8/24	12246	$ 4,096.25
66289	2369 - RUSS BASSETT CORP	$ 78,877.13			
			W/C Svc/Install Dispatch Console 8/24	93554	$ 78,877.13
66290	106893 - SAFESHRED	$ 40.00			
			W/C Svc/Shredding 8/27	353971	$ 40.00
66291	100453 - SAGONA'S ALL CITY BACKFLOW	$ 1,850.00			
			Repair/Backflow Relief Valve(1) 9/13	108280(A)	$ 240.00
			Repair/Retest Backflow Device(1) 9/10	108258(A)	$ 180.00
			Svc/Test & Certify Backflow Devices(3)/Right-of-Way 9/13	108280	$ 165.00
			Svc/Test & Certify/Backflow Devices(7)/Right-of-Way 9/10	108258	$ 440.00
			Svc/Test & Certify/Backflow Devices(7)/Right-of-Way 9/4	108238	$ 385.00
			Svc/Test & Certify/Backflow Devices(8)/Right-of-Way 9/6	108249	$ 440.00
66292	939 - SKYHAWKS SPORTS ACADEMY, INC	$ 1,599.65			
			Instruct/Multi-Sport 7/13-8/24	8/24/24	$ 1,599.65

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66293	119016 - SO CAL EDISON	$ 10,262.34			
			700003851853 Svc/Parkways 8/24	8/24(C)	$ 473.45
			700351486618 Svc/Willow Park 8/24	8/24(F)	$ 471.56
			700428641933 Svc/Mackay Park 8/24	8/24(E)	$ 114.83
			700564248438 Svc/Traffic Signals 8/24	8/24(D)	$ 3,013.72
			700710877173 - Svc/Lexington Park 9/24	9/24	$ 6,188.78
66294	119017 - SO CAL GAS CO	$ 30.93			
			08131074000 Svc/Storm Drain 8/24	8/24(H)	$ 30.93
66295	109312 - SONIC SOUNDS - VAZQUEZ, GONZALO	$ 300.00			
			Svc/DJ/Sr Center Dance 9/13	2024-006	$ 300.00
66296	1591 - SOUTHERN CALIFORNIA NEWS GROUP	$ 5,351.93			
			Pub Notice/Bids/Arterial Street Rehab/Project #377	0011682882	$ 1,883.73
			Pub Notice/Environmental Impact Report/5665 Plaza Dr	0011686002	$ 3,468.20
66297	1279 - SOUTHERN CALIFORNIA SHREDDING, INC	$ 140.00			
			Svc/Shredding(19 Boxes)/HR 9/19	264270	$ 140.00
66298	125888 - SPARKLETTS	$ 39.91			
			W/C Bottled Water 8/24	4089647 8/24	$ 39.91
66299	125888 - SPARKLETTS	$ 221.50			
			PD Bottled Water 7/24	4104648 7/24	$ 119.73
			PD Bottled Water 8/24	4104648 8/24	$ 101.77
66300	125888 - SPARKLETTS	$ 12.97			
			Sr Center Bottled Water 8/24	4104716 8/24	$ 12.97
66301	125888 - SPARKLETTS	$ 30.93			
			Comm Center Bottled Water 8/24	4104724 8/24	$ 30.93
66302	125888 - SPARKLETTS	$ 3.99			
			Print Shop Bottled Water 8/24	4105217 8/24	$ 3.99
66303	103106 - STANTON, CITY OF	$ 2,170.87			
			Signal Maint/Knott & Cerritos 1/1/24-6/30/24	0000464(A)	$ 920.70
			Signal Maint/Knott & Katella 1/1/24-6/30/24	0000464	$ 1,250.17
66304	119024 - STATE COMP INSURANCE FUND	$ 4,335.51			
			W/C Workers Comp Insurance 7/30-8/30	1002515242	$ 1,785.57
			W/C Workers Comp Insurance Adjustment 5/30/23-5/30/24	1002477257	$ 2,549.94
66305	1330 - SUPERIOR PROPERTY SERVICES, INC-SUPERIOR GRAFFITI	$ 6,776.00			
			Svc/Graffiti Removal/Streets & Parks 8/24	18188	$ 6,776.00
66306	588 - THE COUNSELING TEAM INTERNATIONAL	$ 2,000.00			
			PD Svc/Employee Counseling 7/24	INV100712	$ 1,000.00
			PD Svc/Employee Counseling 8/24	INV101045	$ 1,000.00
66307	2070 - TWIST AND SHOUT EVENTS, INC	$ 720.00			
			Perform/Air Brush & Balloon Artists/National Night Out 8/6	462710618945833	$ 720.00
66308	128063 - U S ARMOR CORPORATION	$ 1,570.98			
			PD Ballistic Vest(1)/CPresti 9/13	47496	$ 748.09
			PD Ballistic Vest(1)/JHanes 7/16	46964	$ 822.89
66309	1242 - UNIFORM DEPOT, INC-MR UNIFORM	$ 70.08			
			PD Logo Set Up/Uniform Cap 7/18	8228	$ 43.80
			PD Uniform/CMCShane 9/11	8292	$ 26.28
66310	2240 - UNIVERSAL WASTE SYSTEMS	$ 500.00			
			Svc/Porta-Pottie(1)/Nature Park 8/1-8/29	0003278994	$ 500.00
66311	129595 - VERIZON WIRELESS - CA	$ 61.75			
			Cell Svc/Rec 9/24	9/24	$ 61.75
66312	1962 - WEX HEALTH INC	$ 86.25			
			Admin Fee/FSA 8/24	0002015147IN	$ 86.25

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
66313	1974 - YUNEX LLC	$ 75,013.17			
			Install/Radar Speed Signal(1)/Rapid Flashing Beacon(1) 6/10-7/10	90002820	$ 68,030.00
			Repairs/Traffic Signals 7/24	5610003072	$ 1,954.17
			Traffic Signal Maint 7/24	90002578	$ 5,029.00
66314	1974 - YUNEX LLC	$ 79,810.00			
			Install/Traffic Cameras(11)/Citywide 7/8-7/12	90002821	$ 79,810.00
66315	0 - BUHARIE, MOHIDEEN	$ 1,000.00			
			Refund/Recycling Permit/CDD-22-123	Rfd 9/27/24	$ 1,000.00
66316	0 - COMMUNITY OF THE WORD	$ 300.00			
			Refund/Facility Deposit/Contract #9226	Rfd 9/27/24	$ 300.00
66317	0 - KARANDIKAR, MANAS	$ 170.00			
			Refund/Soccer 9/14-11/9	Rfd 9/27/24	$ 170.00
66318	0 - NEUMANN SCALF, BARBARA	$ 1,000.00			
			Refund/Recycling Permit/4851 Myra Ave	Rfd 9/27/24	$ 1,000.00
66319	0 - RAMAMURTHY, MOHAN	$ 300.00			
			Refund/Facility Deposit/Contract #9298	Rfd 9/27/24	$ 300.00
66320	107971 - NOVOTNY, RUDY	$ 900.00			
			Svc/Announcer/2024 5K Run 10/5	10/5/24	$ 900.00
66321	2071 - THAT SOUND GUY DARREN KNOWLES	$ 998.00			
			Svc/Audio & Music/2024 5K Run 10/5	87	$ 998.00
66322	2070 - TWIST AND SHOUT EVENTS, INC	$ 645.00			
			Perform/Air Brush & Balloon Artist/2024 5K Run 10/5	462710618945873	$ 645.00
66323	1570 - ADVANTAGE COLOR GRAPHICS ADVANTAGE MAILING, LLC	$ 2,069.93			
			Svc/Print/Post Cards(17.5K)/2024 5K Run 8/26	215072	$ 2,069.93
66324	270 - AITHAL, DARSHINI	$ 503.75			
			Instruct/Chair Yoga 9/3-9/27	9/27/24	$ 345.80
			Instruct/Flow Yoga 9/9-9/30	9/30/24	$ 157.95
66325	130335 - AKM CONSULTING ENGINEERS	$ 14,136.50			
			Design/Pump Station #1 9/24	0013073	$ 11,085.50
			Design/Sewer Systems Mgmt Plan Update & Audit 9/24	0013050	$ 1,412.00
			Svc/Upgrade/Pump Station Monitoring System 9/24	0013072	$ 1,639.00
66326	100723 - ALESHIRE & WYNDER, LLP	$ 69,045.46			
			Legal Svc/CA Aware 8/24	89474	$ 13,103.50
			Legal Svc/City Council Matters 8/24	89461	$ 429.80
			Legal Svc/Code Enforcement 8/24	89469	$ 608.40
			Legal Svc/Engineering 8/24	89465	$ 2,795.50
			Legal Svc/Finance 8/24	89466	$ 220.00
			Legal Svc/Franchise Cable 8/24	89471	$ 122.80
			Legal Svc/General Admin 8/24	89460	$ 1,806.00
			Legal Svc/Housing 8/24	89470	$ 706.10
			Legal Svc/HR 8/24	89463	$ 675.40
			Legal Svc/Makkouk 8/24	89472	$ 35.96
			Legal Svc/Planning 8/24	89464	$ 693.00
			Legal Svc/Police 8/24	89468	$ 1,622.50
			Legal Svc/Recreation 8/24	89467	$ 385.00
			Litigation Svc/General Admin 8/24	89462	$ 18,411.90
			Litigation Svc/Ihrig 8/24	89476	$ 14,014.60
			Litigation Svc/Marquez 8/24	89792	$ 6,594.20
			Litigation Svc/Singh 8/24	89477	$ 295.40
			Litigation Svc/Sokmen 8/24	89473	$ 212.70
			Litigation Svc/Youngsma 8/24	89475	$ 6,312.70
66327	122455 - ALL AMERICAN SIGN CO, INC	$ 608.58			
			Banner Updates(13)/2024 5K Run 9/24	56289	$ 608.58

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
66328	102587 - AMERICAN RENTALS	$ 565.00			
			Rent/Scissor Lift(1)/Comm Center Ceiling Repair 9/9	565319	$ 565.00
66329	110860 - AT&T	$ 2,957.67			
			Cell Svc/Maint 9/24	9/24(E)	$ 53.05
			Cell Svc/PD 9/24	9/24(C)	$ 571.44
			PD CIB Callyo Body Wire 9/24	9/24(H)	$ 61.83
			PD Svc/Mobile Data 9/24	9/24(I)	$ 1,994.74
			Svc/Engineering Mobile Hotspots 9/24	9/24(D)	$ 80.48
			Svc/Planning iPads 9/24	9/24(F)	$ 66.44
			Wireless Svc/Sewer Truck & Myra Pump Station #2 9/24	9/24(G)	$ 129.69
66330	110860 - AT&T	$ 4.43			
			2481347232-Admin Phone Svc 10/24	10/24	$ 4.43
66331	110860 - AT&T	$ 1.77			
			East Wing Fax Line 9/24	9/24(B)	$ 1.77
66332	252 - AUTO ZONE, INC	$ 44.17			
			Heater Hose(1) 9/26	5521402562	$ 44.17
66333	2460 - AUTOLIFT SERVICES INC	$ 347.31			
			Install/Junction Box/Amp Receptacle 9/9	25093	$ 347.31
66334	122652 - AVENU MUNISERVICES MUNISERVICES, LLC	$ 750.00			
			Svc/Sales Tax Audit Report Service QE 6/30/24	INV06-019549	$ 750.00
66335	1444 - AXON ENTERPRISE, INC	$ 3,000.00			
			Svc/Implementation/Body-Worn Cameras/Auto Tagging 9/21	INUS282532	$ 3,000.00
66336	1232 - BANNER BANK	$ 161,983.11			
			Retention/LA Engineering/AC Park Rehab 9/24	10-9/24	$ 161,983.11
66337	1572 - BARTON PLACE OWNER, LLC	$ 150,000.00			
			Refund/Traffic Improvements/Ovation at Flora Park	Rfd 10/11/24	$ 150,000.00
66338	1822 - BENEFITS COORDINATORS CORPORATION BCC	$ 13,407.82			
			Insurance/Dental & Vision/City & Dist 10/24	B0FSNX	$ 9,542.10
			Insurance/Dental & Vision/West Comm 10/24	B0FSY0	$ 966.05
			Insurance/Vision Claims/City & Dist 10/24	B0FTP8	$ 2,899.67
66339	1600 - BRIGHTVIEW LANDSCAPE SERVICES, INC	$ 2,532.19			
			Replace/Irrigation Valve/Eucalyptus Park 8/21	9052787	$ 837.43
			Replace/Valve Station #13 8/21	9052967	$ 847.38
			Replace/Valve Station #24 8/21	9052966	$ 847.38
66340	1375 - CALIBER CONSTRUCTION	$ 27,800.00			
			Refund/Recycling Deposit/CDD-24-71/11165 Knott Ave	Rfd(A) 10/11/24	$ 17,000.00
			Refund/Recycling Deposit/CDD-24-72/11085 Knott Ave	Rfd(B) 10/11/24	$ 9,800.00
			Refund/Recycling Deposit/CDD-24-9/6300 Katella Ave	Rfd(C) 10/11/24	$ 1,000.00
66341	1313 - CALIFORNIA BANK & TRUST	$ 500.00			
			PD Claim/Vidanagamage 9/12	1018	$ 500.00
66342	111328 - CALIFORNIA BUILDING STANDARDS COMMISSION	$ 781.20			
			Building Standards 7/24-9/24	7/24-9/24	$ 781.20
66343	111882 - CALIFORNIA YELLOW CAB CORP	$ 6,675.00			
			Sr Center/Nutrition Program 8/24	8503024	$ 1,590.00
			Taxi Vouchers/Sr Center 8/24	8501024	$ 5,085.00
66344	101988 - CAPE - CA ASSOC FOR PROPERTY & EVIDENCE IN	$ 50.00			
			PD Dues/CA Assoc for Property & Evidence/NB 9/24/24-9/23/25	13820	$ 50.00
66345	2118 - CASC ENGINEERING AND CONSULTING, INC	$ 9,990.58			
			Consult/Modernization & Integration/Business Park 8/24	0052007	$ 9,990.58
66346	123012 - CHARLES ABBOTT ASSOCIATES	$ 32,950.00			
			Svc/Fats, Oil & Grease/NPDES Inspections 7/24	67761	$ 10,485.00
			Svc/Fats, Oil & Grease/NPDES Inspections 8/24	67854	$ 7,515.00
			Svc/National Pollutant Discharge Elimination/Program Mgmt 7/24	67763	$ 14,950.00

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
66347	2090 - CHARTER COMMUNICATIONS HOLDINGS LLC SPECTRUM	$ 1,594.96			
			Svc/Internet Access 9/16-10/15	187625401091424	$ 1,594.96
66348	1216 - CIVICPLUS, INC REC1	$ 14,966.02			
			Software Maint/CivicPlus Online Registration 9/1/24-8/31/25	317426	$ 14,966.02
66349	2035 - COMMUNICATIONS LAB BARRIOS & ASSOCIATES, LLC	$ 45,000.00			
			Svc/City Strategic Communications Support 7/24	2402-878	$ 10,000.00
			Svc/City Strategic Communications Support 8/24	2402-899	$ 10,000.00
			Svc/City Strategic Communications Support 9/24	2402-913	$ 10,000.00
			Svc/Recreation Strategic Communication Support 7/24	2402-877	$ 5,000.00
			Svc/Recreation Strategic Communication Support 8/24	2402-898	$ 5,000.00
			Svc/Recreation Strategic Communication Support 9/24	2402-912	$ 5,000.00
66350	1134 - CONTINENTAL INTERPRETING SERVICES, INC	$ 275.00			
			Svc/Translation/Notice of Nominees(4 Languages) 9/26	I34886	$ 275.00
66351	1617 - CONTROL AIR ENTERPRISES LLC	$ 1,739.43			
			Repair/Ice Machine/Comm Center 7/10	3091036	$ 743.43
			Replace/Return Air Damper Motor/Sr Center 7/4	3090794	$ 996.00
66352	115003 - COUNTY OF ORANGE	$ 887.92			
			Svc/NPDES Shared Cost/Stormwater Program 2024-25	PW250187	$ 887.92
66353	115003 - COUNTY OF ORANGE	$ 1,104.51			
			PD Svc/Automated Telecommunications System 9/24	SH69423	$ 1,104.51
66354	115003 - COUNTY OF ORANGE	$ 1,490.00			
			PD Svc/Automated Fingerprint Identification System 9/24	SH69452	$ 1,490.00
66355	115003 - COUNTY OF ORANGE	$ 15,889.78			
			Svc/Animal Care 7/1/24-9/30/24	AC259004	$ 15,889.78
66356	129969 - CROWN TROPHY COLOMRICAN, INC	$ 343.51			
			Medals(20)/Fall Volleyball 9/24	17542	$ 343.51
66357	1622 - DANIELS TIRE SERVICE, INC	$ 423.92			
			Vehicle Tires(3) 8/27	200514563	$ 423.92
66358	111155 - DAVE BANG ASSOC INC	$ 417.86			
			Spring(1)/Hardware(24 Pcs)/Playground Equip/Mackay Park 8/29	CA56775	$ 417.86
66359	104010 - DEPT OF CONSERVATION-STATE OF CALIFORNIA	$ 4,258.39			
			Strong Motion 7/24-9/24	7/24-9/24	$ 4,258.39
66360	100707 - DEPT OF JUSTICE ACCT OFFICE CASHIER UNIT	$ 264.00			
			Svc/Fingerprints(4)/PD 8/24	760627	$ 264.00
66361	100707 - DEPT OF JUSTICE ACCT OFFICE CASHIER UNIT	$ 25.00			
			Fee/Charitable Trust/Cypress Rec & Comm Svc Foundation 2023-24	2023-24	$ 25.00
66362	345 - DISCOUNT TIRE STORE	$ 50.00			
			Svc/Wheel Alignment/Unit #172	103007238	$ 50.00
66363	1296 - EDCO CNG	$ 951.57			
			Natural Gas(262.95 Gls)/Sweepers(2) 9/1-9/16	09182024-6	$ 846.70
			Natural Gas(32.57 Gls)/Sewer Truck(1) 9/1-9/16	09182024-6(A)	$ 104.87
66364	1488 - ENTERPRISE HOLDINGS INC	$ 4,355.76			
			PD Rental Car(1) 7/12-8/10	37086821	$ 1,180.53
			PD Rental Car(1) 7/29-8/28	37086821(A)	$ 1,172.88
			PD Rental Car(1) 8/10-9/9	37086821(C)	$ 1,180.53
			PD Rental Car(1) 8/15-9/14	37086821(B)	$ 821.82
66365	2185 - ENVIRO SAFETY PRODUCTS, PUBLIC SAFETY CENTER	$ 551.16			
			PD Exam Gloves(5K) 9/23	INV641676	$ 551.16
66366	104530 - EXPERIAN	$ 102.72			
			PD Credit Reports 9/24	439918	$ 102.72
66367	2461 - FCG CONSULTANTS INC	$ 597.16			
			Inspect/Orange Ave Rehab 8/24	1135-1002A	$ 597.16
66368	61 - FRANCHISE TAX BOARD	$ 526.50			
			Tax Withholding 10/11	10/11/24	$ 526.50

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66369	1115 - FRONTIER	$ 76.58			
			7148996947 - Phone Svc/Sewers 10/24	10/24(A)	$ 76.58
66370	2398 - GALLATIN INVESTIGATIONS LLC LISA MATTEROLI	$ 2,000.00			
			PD Svc/Background Check(1) 9/26	2024-0004	$ 2,000.00
66371	119018 - GOLDEN STATE WATER COMPANY	$ 32,536.41			
			Svc/Athletic Fields 6/24-8/24	6/24-8/24	$ 17,913.50
			Svc/Parkway Maint 1/24-8/24	1/24-8/24	$ 104.35
			Svc/Parkway Maint 8/24	8/24(L)	$ 705.64
			Svc/Parkway Maint 9/24	9/24(C)	$ 12,302.02
			Svc/Sr Center 8/24	8/24(M)	$ 808.98
			Svc/Storm Drain 9/24	9/24(B)	$ 701.92
66372	2477 - GORLITZ SEWER & DRAIN, INC JAMES KRUGER	$ 887.38			
			High Powered Snake(1)/Storm Drains 10/2	0211105IN	$ 887.38
66373	1464 - HANLEY CHESS ACADEMY	$ 1,092.00			
			Instruct/Chess 9/3-9/24	9/24/25	$ 1,092.00
66374	128739 - HOME DEPOT CREDIT SVC-MAINT	$ 2,955.76			
			Supplies/Maint 8/24	10/11/24	$ 2,955.76
66375	102993 - ITERIS, INC	$ 25,890.53			
			Svc/Traffic Camera Infrastructure Upgrades 8/24	174216	$ 2,941.28
			Svc/Traffic Signal Timing Project 7/24	173805	$ 22,949.25
66376	2039 - KELLY SPICERS INC KELLY SPICER STORES	$ 1,123.60			
			Credit/Erroneous Invoice 9/17	11723800	$ (182.91)
			Erroneous Invoice 9/17	11723353	$ 182.91
			PD Copy Paper(80 Rms) 10/2	11738615	$ 744.23
			Specialty Paper(7 Rms)/Door Hangers(1K) 9/24	11729999	$ 379.37
66377	125450 - KMBS USA INC KONICA MINOLTA	$ 635.61			
			Copier Maint/Print Shop 7/1/24-9/30/24	9010136773	$ 635.61
66378	1588 - L.N. CURTIS AND SONS-CURTIS BLUE LINE	$ 299.99			
			PD Holsters(2) 9/24	INV869304	$ 299.99
66379	2153 - LAUDERBACK, MARK	$ 451.87			
			Executive Mgmt Wellness Program 2024	Reimb 10/11/24	$ 451.87
66380	112017 - LOS ALTOS TROPHY CAL-LINE INVESTMENTS	$ 384.82			
			Clocks(2)/Gavel(1)/Outgoing Council Members 9/13	96245	$ 371.73
			Magnetic Name Badge(1)/AV 9/13	96245(A)	$ 13.09
66381	1202 - LOS ANGELES ENGINEERING INC	$ 3,077,679.12			
			Construct/Arnold Cypress Park Rehab 9/24	10-9/24	$ 3,077,679.12
66382	933 - LSA ASSOCIATES, INC	$ 37,585.74			
			Consult/Housing Element/Environmental Impact Report 8/24	195567	$ 218.75
			Consult/Mitigated Negative Declaration/5665 Plaza Dr 8/24	195753	$ 6,954.24
			Svc/Environmental Impact Report/Tentative Tract Map/LART 7/24	195243	$ 12,189.50
			Svc/Environmental Impact Report/Tentative Tract Map/LART 8/24	195697	$ 18,223.25
66383	109220 - MANHATTAN STITCHING CO, INC - BRENDAN SCREEN PRII	$ 525.26			
			Polo's(35)/Youth Action Committee 8/12	103278	$ 525.26
66384	1523 - MCA DIRECT	$ 440.40			
			Archival Paper(1 Rm)/City Clerk 7/6	2024118	$ 177.40
			Minutes Book(1)/City Clerk 8/19	2024124	$ 263.00
66385	2407 - MDJ MANAGEMENT	$ 63,848.90			
			Construct/Roof & HVAC Replacement/10161 Moody 9/6	CYP1002.1	$ 63,848.90
66386	578 - MIG-MOORE IACOFANO GOLTSMAN, INC	$ 9,546.25			
			Design/Arnold Cypress Park Rehab 8/24	0088078	$ 9,546.25
66387	122124 - MIKE RAAHAUGE SHOOTING ENTERPRISES	$ 25.00			
			PD Svc/Shooting Range(1)/SWAT 9/23	2009	$ 25.00
66388	80 - MORRIS, LETICIA	$ 288.60			
			Instruct/Zumba 9/7-9/28	Rfd 9/28/24	$ 288.60

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66389	108944 - OFFICE DEPOT	$ 670.19			
			Supplies/Citywide 9/24	10/1/24	$ 670.19
66390	122725 - ORANGE COUNTY SANITATION DISTRICT	$ 2,727.64			
			Sewer Connect Fees 9/24	9/24	$ 2,727.64
66391	1970 - PERFORMANCE PICKLEBALL, LLC	$ 1,061.45			
			Instruct/Pickleball 9/4-9/29	9/29/24	$ 1,061.45
66392	100870 - POSTMASTER -CYPRESS POST OFFICE	$ 350.00			
			Fee/Postage Permit #31/Bulk Mailing 11/8/24-11/7/25	Permit #31 24/25	$ 350.00
66393	1825 - PRISM PUBLIC RISK INNOVATION SOLUTIONS & MGMT	$ 1,397.48			
			EAP/City and West Comm(434) 10/24-12/24	25400892	$ 1,397.48
66394	1322 - REMARKABLE MOVIE NIGHTS	$ 1,650.00			
			Rent/Projector & Screen/State of the City 10/15	1015	$ 1,650.00
66395	119051 - SMART & FINAL (REC & PARKS)	$ 117.50			
			Food/2024 5K Run 9/30	20019501 9/30/24	$ 38.37
			Food/Playground/Kids Night Out 9/19	20005301 9/19/24	$ 40.05
			Supplies/Comm Center 9/19	20005402 9/19/24	$ 25.09
			Supplies/Playground/Kids Night Out 9/19	20005501 9/19/24	$ 13.99
66396	108459 - SMART & FINAL-POLICE ACCT	$ 170.47			
			PD Hot Cups(1K) 9/23	013902 9/13/24	$ 118.31
			PD Plates(500) 9/13	005801 9/13/24	$ 52.16
66397	119016 - SO CAL EDISON	$ 28.62			
			700134894611 - Svc/Traffic Signal 9/24	9/24(A)	$ 28.62
66398	119017 - SO CAL GAS CO	$ 618.14			
			00840909006 Svc/Comm Center 9/24	9/24(E)	$ 91.88
			12600890003 Svc/Maint Yard 9/24	9/24(D)	$ 88.75
			13230923008 Svc/Storm Drain 9/24	9/24(C)	$ 16.85
			14011061398 Svc/Storm Drain 9/24	9/24(A)	$ 38.75
			16111070716 Svc/Storm Drain 9/24	9/24	$ 38.75
			18690942000 Svc/Sr Center 9/24	9/24(B)	$ 218.47
			19530910009 Svc/City Hall 9/24	9/24(F)	$ 124.69
66399	1279 - SOUTHERN CALIFORNIA SHREDDING, INC	$ 65.00			
			PD Svc/Shredding 9/23	264426	$ 65.00
66400	116238 - STAPLES BUSINESS ADVANTAGE	$ 40.15			
			Wall Clips(50)/Correction Tape(10)/Misc 8/29	6010462360	$ 40.15
66401	119024 - STATE COMP INSURANCE FUND	$ 143.56			
			W/C Workers Comp Insurance 5/30/24-5/30/25	1002528361	$ 143.56
66402	544 - STEAMX, LLC	$ 45.64			
			Thermal Plastic Hose End Swivels(3) 8/29	69843	$ 45.64
66403	122963 - STERICYCLE INC	$ 143.34			
			PD Med Waste Removal 7/1/24-9/30/24	8008165899	$ 143.34
66404	122862 - STEVEN ENTERPRISES INC	$ 124.10			
			Plotter Paper(4 Rls)/Comm Center 9/24	0475626IN	$ 124.10
66405	1137 - TAOIPU, PATRICK	$ 1,579.50			
			Instruct/Intermediate Hula 9/3-11/19	11/19/24	$ 1,579.50
66406	2071 - THAT SOUND GUY DARREN KNOWLES	$ 1,250.00			
			Svc/Audio/State of the City 10/15	88	$ 1,250.00
66407	588 - THE COUNSELING TEAM INTERNATIONAL	$ 2,000.00			
			PD Svc/Employee Counseling 10/24	INV101791	$ 1,000.00
			PD Svc/Employee Counseling 9/24	INV101387	$ 1,000.00
66408	2067 - THE ORIGINAL GOODIE'S UNIFORM	$ 44.04			
			Name Plate(1)/JWursthorn 9/17	17961	$ 13.17
			PD Uniform/BRosete 9/17	17960	$ 30.87

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
66409	851 - THE UPS STORE, #5882	$ 75.00			
			Svc/Fingerprints(1)/City 9/24	10/1/2024	$ 25.00
			Svc/Fingerprints(2)/Rec Volunteers 9/24	10/1/2024(A)	$ 50.00
66410	1943 - TOP ROCK ENTERTAINMENT NICHOLSON, LYNN	$ 1,200.00			
			Perform/Music/State of the City 10/15	CYPSOTC101524	$ 1,200.00
66411	2209 - TRIAD CONSULTING & SYSTEM DESIGN GROUP	$ 3,868.75			
			Design/Oak Knoll Park Security Cameras 1/24-4/24	1045	$ 3,275.00
			Design/Oak Knoll Park Security Cameras 5/24-6/24	1080	$ 375.00
			Design/Oak Knoll Park Security Cameras 7/24-8/24	1099	$ 218.75
66412	127207 - UNDERGROUND SVS ALERT OF SO CA	$ 124.70			
			Svc/DigAlert Tickets 9/24	920240222	$ 124.70
66413	116933 - V & V MANUFACTURING INC	$ 745.25			
			PD Badges(5) 10/3	60297	$ 624.68
			PD Update Badges(2) 10/3	60276	$ 120.57
66414	2072 - VELASCO, ALICIA	$ 29.00			
			Parking/State American Planning Assoc Conf 9/29	Reimb 10/11/24	$ 29.00
66415	1992 - VOORHEES, RONDA	$ 1,150.50			
			Instruct/Piano 9/9-9/30	9/30/24	$ 1,150.50
66416	2491 - WELLS FARGO FINANCIAL LEASING, INC	$ 450.12			
			W/C Rent/Copier 10/6-11/5	5031461796	$ 187.56
			W/C Rent/Copier 9/6-10/5	5031312392	$ 262.56
66417	2193 - WEST GROVE VOLLEYBALL, LLC	$ 318.50			
			Instruct/Volleyball 9/8-9/29	9/29/24	$ 318.50
66418	1974 - YUNEX LLC	$ 7,428.85			
			Svc/Contact Monitor Testing/Traffic Signals 7/24	5610003044	$ 7,428.85
66419	0 - BROCADE & CO	$ 1,000.00			
			Refund/Recycling Deposit/Permit #12294/9678 Pauline	Rfd 10/11/24	$ 1,000.00
66420	0 - BURKEN, WILLIAM	$ 500.00			
			Refund/Recycling Permit/CDD-24-246/10001 Saint Francis	Rfd 10/11/24	$ 500.00
66421	0 - CENTURION FOOTBALL BOOSTERS	$ 500.00			
			Refund/Facility Deposit/Contract #8816	Rfd 10/11/24	$ 500.00
66422	0 - HAMMARSTROM, SARAH	$ 500.00			
			Refund/Recycling Deposit/CDD-22-102/8781 Walker St, Apt 1	Rfd 10/11/24	$ 500.00
66423	0 - JAVAHERIAN, BIJAN	$ 3,000.00			
			Refund/Recycling Deposit/CDD-23-40/5890 Lincoln Ave	Rfd 10/11/24	$ 3,000.00
66424	0 - KEDWORDS, TERESA	$ 500.00			
			Refund/Recycling Deposit/CDD-24-248	Rfd 10/11/24	$ 500.00
66425	0 - MORROW, JULIENNE	$ 500.00			
			Refund/Facility Deposit/Contract #9103	Rfd 10/11/24	$ 500.00
66426	0 - OLMOS, ANALYN	$ 100.00			
			Refund/Facility Deposit/Contract #9370	Rfd 10/11/24	$ 100.00
66427	0 - RIVERA, DANIEL	$ 369.85			
			Refund/Overpayment/BS-24-689	Rfd 10/11/24	$ 369.85
66428	0 - SAKAKURA, NANCY	$ 300.00			
			Refund/Facility Deposit/Contract #9297	Rfd 10/11/24	$ 300.00

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EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
66429	100308 - UNITED MAINTENANCE SYSTEMS	$ 68,475.00			
			Svc/Custodial/City Facilities 7/24	15813	$ 6,925.00
			Svc/Custodial/Park Restrooms/Lexington Park 7/24	15814	$ 1,250.00
			Svc/Custodial/Park Restrooms(5) 7/24	15814(A)	$ 6,000.00
			Svc/Custodial/Park Facilities 7/24	15815	$ 8,650.00
			Svc/Custodial/City Facilities 8/24	15833	$ 6,925.00
			Svc/Custodial/Park Restrooms/Lexington Park 8/24	15834	$ 1,250.00
			Svc/Custodial/Park Restrooms(5) 8/24	15834(A)	$ 6,000.00
			Svc/Custodial/Park Facilities 8/24	15835	$ 8,650.00
			Svc/Custodial/City Facilities 9/24	15853	$ 6,925.00
			Svc/Custodial/Park Restrooms/Lexington Park 9/24	15854	$ 1,250.00
			Svc/Custodial/Park Restrooms(5) 9/24	15854(A)	$ 6,000.00
			Svc/Custodial/Park Facilities 9/24	15855	$ 8,650.00
62266	960 - BARTLETT, CHRISTEN	$ (72.00)			
			Void Check #62266	Void 9/13/24	$ (72.00)
64409	1969 - SPINDOLA, CHRISTOPHER	$ (12.00)	Void Check #64409		$ (12.00)
Total EFTs		$ 628,531.27			$ 628,531.27
Total Warrants		8,614,320.65			8,614,320.65
Transfer to Payroll (W1538)		837,760.76	Payroll 08/30/24-09/13/24		837,760.76
Transfer to Payroll (W1539)		787,855.95	Payroll 09/13/24-09/27/24		787,855.95
Grand Totals		$ 10,868,468.63			$ 10,868,468.63

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **13.**

FROM: Alicia Velasco, Planning Director

DATE: 10/28/2024

SUBJECT: **Approve a Conditional Use Permit, Tentative Tract Map, and Affordable Housing Agreement for 20 Townhomes at 5732 Lincoln Avenue**

RECOMMENDATION

Adopt Resolutions approving a Conditional Use Permit, a Tentative Tract Map, and finding a 20 townhome development at 5732 Lincoln Avenue project exempt from California Environmental Quality Act requirements, and approve an Affordable Housing Agreement.

DISCUSSION

Background

The City Council approved the sale of this parcel, which is a remnant of the city's redevelopment agency, to The Olson Company on March 25, 2024. The Olson Company is requesting a Conditional Use Permit (CUP)and tentative tract map to construct 20 townhomes, five of which are set-aside for low-income households. The California Department of Housing and Community Development (HCD) approved the project on January 18, 2024. The property is in escrow pending City Council consideration of the actions recommended in this report.

Project Description and Required Discretionary Actions

The project is located within the Lincoln Avenue Specific Plan (LASP). High density residential (up to 20 dwelling units per acre) is permitted subject to a CUP. The project includes five affordable housing units and, although The Olson Company did not request a density bonus, State law requires the City Council grant development concessions in exchange for the affordable units. To ensure affordability, The Olson Company is required to enter into an Affordable Housing Agreement and the affordable units are subject to a 55-year deed restriction.

The recommended project consists of two 10-unit townhome buildings on 1.1-acres, featuring three-story homes with two to three bedrooms ranging from 1,263 to 1,716 square feet. The project includes two open space areas, each with shaded seating and a BBQ and a pet relief area in the southern open space area.

A tentative tract map is required to subdivide the property to facilitate the sale of the units.

Subject Property and Surrounding Land Uses

The site is vacant, and the City has leased it for farming since acquiring it in 2007. The project is bounded by:

Direction	Land Use	Zoning
North	Shopping Center/Restaurant	PC- Planned Commercial (LASP)
South	Union Pacific Right of Way	PS (Public & Semi-Public)
East	Post Office	PC- Planned Commercial (LASP)
West	RV Storage	PC- Planned Commercial (LASP)

Development Standards

Project compliance with development standards and required concessions:

Standards	Required	Project
Minimum Parcel Area	10,000 s.f.	48,000 s.f.
Minimum Parcel Width	150 feet	100 feet[1]
Maximum Allowable Density	20 du/ac	18.2 du/ac
Maximum Height	30 feet	36.7 feet[2]
Minimum Front Setback	10 feet	56.7 feet
Minimum Side Setback	5 feet	East: 37 feet West: 11 feet
Minimum Rear Setback	5 feet	30.7 feet
Floor Area Ratio	0.5:1	0.8:1[2]

1: Legal nonconforming; 2: Concession required

Site Plan and Design Review

Building Design and Architecture

The project consists of two three-story townhouse buildings featuring a Mediterranean architectural style with a variety of materials and accents, including stucco, tile roofing, and decorative lighting and shutters. The building design meets LASP requirements.

Access and Parking

This site is accessed by a 24-foot wide driveway. There are 47 parking spaces, 17 more than required. Each townhome has a two-car garage with tandem or side-by-side parking. The site includes seven guest parking spaces.

Traffic

A traffic evaluation estimated the project will generate 135 daily trips, including eight morning peak hour trips and 10 evening peak hour trips. City traffic study guidelines consider projects with less than 50 peak hour trips to have insignificant impacts and a full traffic study is not

required.

Landscaping and Open Space
The project includes two open space areas, featuring a shaded structure with seating. The southern area includes a BBQ and a pet relief area. Landscaping is provided in the open space areas, the front yard setback, and adjacent to walkways and parking areas.

DENSITY BONUS
Under State law, the project is entitled to three incentives/concessions (modifications to the development standards and other code requirements) because it provides affordable units. The Olson Company has requested:

1. Increasing the maximum height from 30 feet to 36.7 feet
2. Increasing the floor area ratio from 0.5:1 to 0.8:1
3. Waiving the Park Development Fee for the affordable units

Affordable Housing Agreement/Local Requirements
The Zoning Code requires an Affordable Housing Agreement be recorded against the property. The Agreement specifies:

1. The concessions granted
2. The location, size, and bedroom count of affordable units
3. The affordability level and term
4. An affirmative marketing plan to ensure advertising of units to a wide spectrum of residents

The conditions of approval require that the affordable units be distributed throughout the project, and have similar finishes and be roughly the same size as the market rate units.

TENTATIVE TRACT MAP
The tentative tract map divides the airspace for condominium purposes. As conditioned, it is consistent with all City and Subdivision Map Act requirements.

CONSISTENCY WITH THE GENERAL PLAN
The project is consistent with the following General Plan goals/policies:

LU-1.2: Allow for multi-family infill in designated areas to satisfy regional housing needs.

HOU-3: Encourage the provision of a wide range of housing by location, type of unit, and price to meet the existing and future needs of Cypress residents. Establish a balanced approach to meeting housing needs of both renter and owner households.

The project is an appropriate infill use of an underutilized site and fills a housing need by providing townhomes that are often starter homes. Additionally, the five affordable units provide low-income households the opportunity to purchase a home. The required affirmative marketing plan will ensure that the units are marketed to a wide spectrum of residents.

ENVIRONMENTAL REVIEW
The project is categorically exempt from further California Environmental Quality Act (CEQA) review as an infill development in an urbanized area. The project is consistent with the

applicable General Plan and zoning designations and is located on a lot smaller than five acres. Further, the project is surrounded by urban uses and will not result in significant traffic, noise, air quality, or water quality impacts.

PUBLIC HEARING / PUBLIC OUTREACH PROCESS

Public hearing notices were posted and mailed to the owners of all properties located within 500 feet of the project. All written communication related to the public hearing received prior to publishing the City Council agenda is attached. Written communication submitted by 3:00 p.m. on October 28 will be part of the public hearing administrative record.

ALTERNATIVE ACTIONS

If the City Council identifies issues which should be addressed prior to taking action on this application, the City Council may consider:

1. Adding conditions of approval to address concerns and/or require the applicant to modify the project design; or
2. Continuing the public hearing and directing staff to work with the applicant to resolve the issues; or
3. Continuing the public hearing, making findings for denial and directing staff to return to City Council with a resolution for denial.

BUDGET IMPACT

The City will receive one-time development and impact fees from the project.

LEGAL REVIEW

The Affordable Housing Agreement was prepared by the City Attorney's office.

APPROVED BY: Peter Grant, City Manager

Attachments

CUP Resolution
Tentative Tract Map Resolution
Project Conditions
Affordable Housing Agreement
Traffic Evaluation
Vicinity Map
Project Plans
Notice of Exemption

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT NO. 2024-03, FOR A 20-UNIT TOWNHOUSE DEVELOPMENT, INCLUDING FIVE AFFORDABLE UNITS, RESTRICTED TO LOW INCOME HOUSEHOLDS, ON A 1.1-ACRE SITE LOCATED AT 5732 LINCOLN AVENUE WITHIN THE LINCOLN AVENUE SPECIFIC PLAN AND FINDING THE PROJECT EXEMPT FROM CALIFORNIA ENVIRONMENTAL QUALITY ACT REQUIREMENTS.

WHEREAS, the City Council of the City of Cypress has considered an application submitted by Olson Urban Housing, LLC ("Developer") for a 20-unit townhouse development, including five affordable units, restricted to low-income households, on a 1.1-acre site located at 5732 Lincoln Avenue within the Lincoln Avenue Specific Plan (the "Project"); and

WHEREAS, the Project requires the following to be approved by the City Council: a Vesting Tentative Tract Map (VTTM No. 19339), and a Conditional Use Permit (CUP No. 2024-03); and

WHEREAS, the subject site is zoned PC (Lincoln Avenue), the designation for properties located within the Lincoln Avenue Specific Plan (LASP). The site is located in the LASP's Commercial Mixed-Use district. Section 4.4 of the LASP states that multi-family developments in the Commercial Mixed-Use district are permitted subject to the approval of a Conditional Use Permit; and

WHEREAS, Section 12 of the Cypress Zoning Ordinance includes provisions for density bonus applications as required by California Government Code Sections 65915-65918 ("State Density Bonus Law"); and

WHEREAS, the Developer has requested three concessions in exchange for providing five units affordable to low-income households pursuant to Cypress Zoning Ordinance Section 12 and State Density Bonus Law, as laid out in the City Council staff report dated October 28, 2024; and

WHEREAS, the City Council has reviewed the goals and objectives of the General Plan as laid out in the City Council staff report dated October 28, 2024, and finds that the Project is consistent with the intent of the General Plan; and

WHEREAS, on October 28, 2024, the City Council held a duly noticed public hearing and considered testimony on the application; and

WHEREAS, the Project is categorically exempt pursuant to California Environmental Quality Act Guidelines, Section 15332 - In-fill Development. Section 15332 exempts in-fill projects in urbanized areas on sites less than five acres; and

WHEREAS, the City Council finds that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this Resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this development in particular.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, DOES HEREBY RESOLVE, based upon substantial evidence taken from the administrative record and at the public hearing, AS FOLLOWS:

SECTION 1. Findings. Pursuant to the Cypress Zoning Ordinance Section 4.19.070 (Conditional Use Permits), the City Council finds, after due study and deliberation that the following circumstances exist:

1. The proposed location of the conditional use is consistent with the requirements of the General Plan and the Zoning District in which the site is located.

   The Project is consistent with the intent of the general plan to allow for infill multi-family residential development and to provide for a variety of housing options for Cypress residents. Lincoln Avenue Specific Plan Section 4.4 allows for multi-family residential development in the Commercial Mixed-Use district with conditional use permit approval. Further, the project complies with all the requirements of State Density Bonus Law (Government Code Sections 65915-65918).

2. The proposed location of the conditional use and the conditions under which it would be operated or maintained would not be detrimental to the public health, safety, or general welfare, nor would be materially injurious to properties or improvements in the vicinity.

   With approval of the conditions included in Exhibit “A”, the Project will not be materially detrimental to the public health, safety or general welfare. To the extent possible the project is designed to avoid negatively impacting adjacent uses by including appropriate setbacks, landscaping, and other features. Although the project includes a concession to allow an increased height (36.7 feet) and floor area ratio (0.8:1), increased height and floor area ratio are permitted for other types of development in the Commercial Mixed-Use District. Therefore, the increased height is not materially injurious to property or improvements in the vicinity compared to other potential development options for the property. The conditions included in Exhibit “A” will further ensure that the construction and ongoing

maintenance and operation of the project will not negatively impact public health, safety, or general welfare.

3. The proposed conditional use would comply with all applicable provisions of this zoning ordinance.

   The applicant has requested three concessions pursuant to State Density Bonus Law, which provide relief from the following requirements: 1) maximum height; 2) maximum floor area ratio; and, 3) the Park Development Fee requirement for the five affordable units. Without the allowance of these concessions, the project would not be able to accommodate the project entitled by State Density Bonus Law in exchange for designating five units as affordable to low income households. Other than the standards listed above, the project complies with applicable provisions of the zoning ordinance.

SECTION 2. CEQA The City Council finds that the proposed project is categorically exempt pursuant to California Environmental Quality Act (CEQA) Guidelines, Section 15332 – In-fill Development. The Project is an infill project in an urbanized area on a site less than five acres. The Project is consistent with the applicable general plan land use and zoning designations, will not have an adverse impact on any natural habitats, and will not result in significant effects relating to traffic, noise, air quality, or water quality. Therefore, the City Council has determined that there is no substantial evidence that the project may have a significant effect on the environment.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Cypress hereby approves Conditional Use Permit No. 2024-03, subject to the applicable conditions included in Exhibit “A”. The decision of the City Council is final and conclusive as to all things involved.

PASSED, APPROVED and ADOPTED by the City Council of the City of Cypress at a regular meeting held on the 28th day of October, 2024.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA)
COUNTY OF ORANGE)SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 28th day of October, 2024, by the following roll call vote:

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

_____
CITY CLERK OF THE CITY OF CYPRESS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, APPROVING TENTATIVE TRACT MAP NO. 19339, FOR A 20-UNIT TOWNHOUSE DEVELOPMENT, INCLUDING FIVE AFFORDABLE UNITS, RESTRICTED TO LOW INCOME HOUSEHOLDS, ON A 1.1-ACRE SITE LOCATED AT 5732 LINCOLN AVENUE WITHIN THE LINCOLN AVENUE SPECIFIC PLAN IN THE CITY OF CYPRESS, CALIFORNIA.

WHEREAS, the City Council of the City of Cypress has considered an application submitted by Olson Urban Housing, LLC ("Developer") for a 20-unit townhouse development, including five affordable units, restricted to low income households, on a 1.1-acre site located at 5732 Lincoln Avenue within the Lincoln Avenue Specific Plan (the "Project"); and

WHEREAS, the Project requires the following to be approved by the City Council: a Tentative Tract Map (VTTM No. 19339), and a Conditional Use Permit (CUP No. 2024-03); and

WHEREAS, on October 28, 2024 the City Council held a duly noticed public hearing and accepted testimony in regards to the Project; and

WHEREAS, said tentative map has been reviewed by the City's Engineer and the Orange County Fire Department with recommended conditions of approval; and

WHEREAS, the proposed subdivision, together with the provisions for its design and improvement, is consistent with the City's General Plan; and

WHEREAS, the City Council finds that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this development in particular.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The proposed map does not warrant rejection based upon the criteria for rejection in the Cypress Subdivision Ordinance, the City's General Plan, the Cypress Zoning Ordinance, or Sections 66473.5, 66474.6 and 66474 of the Subdivision Map Act:

A. The map is consistent with the site's General Plan land use designation of PC (Specific Plan – Lincoln Avenue).

B. The 20 dwelling-unit improvement of the proposed subdivision is consistent with the General Plan.

C. The site is physically suitable for the type of development. The project meets all the required development standards, except for maximum building height and floor area ratio. The project is entitled to concessions for increased height and floor area ratio in exchange for providing five affordable units, pursuant to State Density Bonus law.

D. The site is physically suitable for the density of development. The General Plan land use designation for the site is PC (Specific Plan – Lincoln Avenue). This land use designation allows a maximum of 20 dwelling units per acre, which is met by the Project.

E. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. The Project is categorically exempt pursuant to California Environmental Quality Act Guidelines, Section 15332 - In-fill Development. Section 15332 exempts in-fill projects in urbanized areas on sites less than five acres.

F. The design of the subdivision will not cause serious public health problems. Sewer discharge requirements will occur pursuant to Section 66474.6 of the Subdivision Map Act.

G. The design of the subdivision or the type of improvements will not unreasonably interfere with the free and complete exercise of a public entity and/or public utility rights-of-way and/or easements within the tract map. All existing utility easements will remain intact and there is no foreseeable interference as the main right-of-way (Lincoln Ave.) remains intact.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Cypress hereby approves Tentative Tract Map No. 19339, subject to the applicable conditions included in Exhibit “A” of the Resolution approving Conditional Use Permit No. 2024-03. The decision of the City Council is final and conclusive as to all things involved.

PASSED, APPROVED and ADOPTED by the City Council of the City of Cypress at a regular meeting held on the 28th day of October, 2024.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____

CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA)
COUNTY OF ORANGE)SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 28th day of October, 2024, by the following roll call vote:

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

_____
CITY CLERK OF THE CITY OF CYPRESS

EXHIBIT "A"

CONDITIONAL USE PERMIT NO. 2024-03
AND
TENTATIVE TRACT MAP NO. 19339

RE: 5732 Lincoln Avenue

CONDITIONS OF APPROVAL

1. General Conditions

1.1. Unless and until the project applicant and property owner sign and return a City-provided affidavit accepting these conditions of approval, there shall be no entitlement of the application. The project applicant and property owner shall have 15 calendar days to return the signed affidavit to the Community Development Department. Failure to do so will render City Council action on the application void. *(Planning)*

1.2. The applicant shall defend, indemnify, and hold harmless, the City and any agency thereof, or any of its agents, officers, and employees from any and all claims, actions, or proceedings against the City or any agency thereof, or any of its agents, officers or employees, to attack, set aside, void or annul, an approval of the City, or any agency thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project, which action is brought within the time period provided in Government Code Section 66499.37 and Public Resources Code, Division 13, CH. 4 (§ 21000 et seq. - including but not by way of limitation § 21152 and 21167). The City shall promptly notify the applicant of any claim, action, or proceeding brought within this time period. *(City Attorney)*

1.3. This permit is granted for the plans dated 9/13/2024, the landscape plans dated 9/6/2024, and the tentative map dated 8/15/2024 ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning Director. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. (Planning)

1.4. The applicant's contractor shall provide the City with a Certificate of Insurance on City form, evidencing a comprehensive liability insurance policy with a combined single limit of not less than $500,000 each occurrence in connection with the work performed. Certificate shall include the City, its Council, officers, members of boards or commissions and employees as additional Named Insureds with respect to all claims, actions, damages, liabilities and expenses, including attorney's fees, arising out of or in connection with the work to be performed under the development executed by the Named Insured and City, including any act or omission of employees, agents, subcontractors, or their employees. Such certificate shall have a 30-day cancellation notice to the City of Cypress. *(City Attorney)*

1.5. The applicant shall comply with all provisions of the Code of the City of Cypress. *(Planning)*

1.6. All requirements of the Cypress Municipal Code, Orange County Fire Authority (OCFA), Cypress Building and Safety Division, and any other provisions of applicable law shall be satisfied prior to a certificate of occupancy being issued. *(Planning)*

1.7. All applicable conditions of the project shall be complied with prior to occupancy of the subject building. *(Planning)*

1.8. Any failure of the applicant to abide by these conditions of approval or sign and return a City-provided affidavit accepting these conditions of approval shall be grounds for City's initiation of proceedings to revoke this Conditional Use Permit in accordance with the City's Zoning Ordinance. *(Planning)*

1.9. The applicant may request minor modifications of conditions of approval consistent with the intent of the project approval. The Planning Director, City Engineer, Orange County Fire Authority, and/or the Police Chief, depending on the department responsible for the requested condition modification, shall document such modification approvals in writing. For numerical standards, the Planning Director may approve deviations up to 10% provided that city code requirements are met. *(Planning)*

1.10. Any and all correction notice(s) generated through the plan check and/or inspection process is/are hereby incorporated by reference as conditions of approval and shall be fully complied with by the owner, applicant and all agents thereof. *(Planning)*

2. Planning

2.1. Utilities shall be released during the normal course of construction; however, they shall not be released until applicable conditions of approval have been met to the satisfaction of the Community Development Department. *(Planning)*

2.2. Any expansion or modification of the approved use beyond what is approved as part of this Conditional Use Permit will require an amendment to the conditional use permit. *(Planning)*

2.3. The developer shall provide mailbox facilities for each residence, to the satisfaction of the Planning Director and the Postmaster. *(Planning)*

2.4. This conditional use permit may be modified or revoked by the City Council should the Council determine that the proposed use or conditions under which it is being operated or maintained is detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity. *(Planning)*

2.5. The developer shall establish a homeowner's association and the association shall be responsible for the enforcement of Covenants, Conditions and Restrictions (CC&Rs) related to property maintenance. The CC&Rs shall be subject to approval by the Planning Director prior to recordation. *(Planning)*

2.6. A copy of the CC&Rs covering the condominium development shall be submitted to the City staff (prior to recordation) for internal review, recommendation, and approval to assure the continuous maintenance applicability and enforceability of the CC&Rs so that the development will not become a liability to the City at a later date. The CC&Rs shall assign responsibility to the homeowners association for the maintenance of the areas held in common, including private streets, driveways, parking areas, and landscaping (including the public parkway along Lincoln Avenue adjacent to the condominium project property). *(Planning)*

2.7. A copy of the Condominium Plan for this project shall be submitted (concurrently with the CC&Rs) to the City staff for review and approval prior to recordation. *(Planning)*

2.8. The condominium development shall maintain individual trash cans for each unit on-site (one each for regular garbage, recyclables, and organics). The CC&Rs for this condominium development shall include provisions restricting the locations of the trash cans to the interior of the garage as shown on the plans, except the evening prior to and the day of trash pick-up service for the neighborhood. Individual trash cans shall be contracted through the City's disposal services contractor. *(Planning)*

2.9. The CC&Rs for the project shall include a section requiring that the garage parking spaces shall be maintained open and available at all times for the parking of two vehicles. *(Planning)*

2.10. The CC&Rs for the project shall include a section requiring all required open guest parking spaces shall be unassigned and prohibited from being assigned to a particular residential unit. Guest parking spaces shall not be used for long-term parking or storage of any vehicle, equipment, or property. *(Planning)*

2.11. The CC&Rs for the project shall include a section prohibiting the parking of recreational vehicles over 20 feet long in the project. *(Planning)*

2.12. The CC&Rs for the project shall include a section for graffiti removal responsibilities and procedures, including subscribing to an on-call graffiti prevention and removal service. *(Planning)*

2.13. The CC&Rs for the project shall include a section restricting the sale or resale price of the Affordable Units to a price affordable to low-income households, as defined by the Department of Housing and Community Development and detailed in the Affordable Housing Agreement, for a term of 45 years. The CC&R's shall further restrict purchase of the Affordable Units to households earning a maximum of 80% of the area median income as defined by the Department of Housing and Community Development. *(Planning)*

2.14. The CC&Rs for the project shall include a provision that ensures full access to all project amenities for all residents, including residents of the Affordable Units. *(Planning)*

2.15. The CC&Rs for the project shall include a provision requiring the homeowner of an Affordable Unit to occupy the unit as their primary residence. *(Planning)*

2.16. The project shall include five units restricted to a purchase price affordable to low-income households in exchange three concessions, pursuant to Government Code Sections 65915-65918 and as outlined in the staff report dated October 28, 2024. *(Planning)*

2.17. The developer shall enter into an affordable housing agreement with the City pursuant to Section 3.12.090 of the Cypress Zoning Ordinance. The agreement shall be recorded against the property prior to the issuance of any certificates of occupancy. *(Planning)*

2.18. The five affordable units shall be evenly dispersed throughout the Project. The affordable units shall be constructed with the same type and quality of exterior materials and interior fixtures, finishes, and amenities as the market rate units. *(Planning)*

2.19. Areas subject to vehicle loading, including internal streets, driveways, etc., shall consist of Portland Cement Concrete (PCC) unless an alternative material is approved in the project WQMP for infiltration purposes. The main drive aisle, behind the decorative pavers, can consist of asphalt. *(Planning)*

2.20. A copy of the approved Conditions of Approval shall be included in all development plans submitted to the City. *(Planning)*

2.21. At least two weeks prior to the issuance of the first certificate of occupancy, the applicant shall meet with the project planner and members of the Building and Engineering Divisions to ensure that all applicable conditions of approval have been satisfied. *(Planning)*

3. Architectural

3.1. Architectural elevations and site plans shall be reviewed and approved by the Community Development Department prior to the issuance of building permits. *(Planning)*

3.2. All architectural treatments shall be constructed as illustrated on plans and renderings submitted. The final exterior color scheme (including stucco color, which will reflect the approved exterior color scheme) shall be submitted to City staff for review and approval prior to actually painting the structure. *(Planning)*

3.3. Exterior lighting shall comply with Section 3.11.060 (Exterior lighting) of the Zoning Ordinance. The developer shall submit a lighting plan showing standard heights and light materials and a photometric plan showing light levels on site and at the adjacent property limits. All parking lot and exterior structure light fixtures shall be high cut-off type that divert lighting downward onto the property and shall not cast light on any adjacent property or roadway or cause glare that affects motorists. Illumination levels at the property lines shall not exceed .5 foot candles. *(Planning)*

3.4. On-site lighting shall be arranged so that direct rays will not shine on adjacent properties or produce glare for street traffic. *(Planning)*

3.5. All roof mounted equipment, such as heating and air conditioning units, shall be adequately screened from public view, subject to the approval of the Planning Director. *(Planning)*

3.6. The ground-mounted air conditioning equipment, transformer boxes, and water valves shall

be adequately screened from the public view, subject to approval by the Planning Director. Plant material is acceptable as a screening material. *(Planning)*

3.7. Developer shall incorporate roof and building drainpipes and downspouts in an architecturally compatible manner including location and color to the satisfaction of the Planning Director. Pre-painted 6" half round seamless aluminum rain gutters with 3" round aluminum downspouts that are matched to the color scheme of the elevations are acceptable. *(Planning)*

3.8. During construction, the developer shall provide an adequate number of trash bins at a location acceptable to City staff. Construction bins must be maintained onsite. Bin rental shall be contracted through the City's disposal services contractor. *(Planning)*

3.9. The developer shall construct new masonry block walls along the rear and side property lines, except within the front setback. The new walls shall have a height of six feet as measured from the higher adjacent grade. The design of the walls shall be consistent with the design of the rest of the development and shall include precast caps or mortar caps with a stucco finish. The developer shall submit perimeter wall plans for review and approval by the Planning Director or designee. *(Planning)*

3.10. The developer shall construct a new masonry block "garden wall" along the street frontage of the project. The garden wall should be located at the rear of the 10-foot front landscape setback. The height of the garden wall segments shall be 30 to 36 inches. Decorative garden walls shall use materials and colors that are compatible with other site structures. The developer shall submit garden wall plans for review and approval by the Planning Director or designee. *(Planning)*

3.11. If it is determined that community trash bins are required for the development, a six-foot-tall masonry trash enclosure shall be required to screen the bins from public view. The masonry materials will be consistent/compatible with the project materials, and meet WQMP requirements. The location and materials are subject to approval by the Planning Director or designee. *(Planning)*

4. Signage

4.1. The developer shall submit a plan showing the design and location of any proposed monument sign or wayfinding signage on the interior of the site which shall be subject to review and approval of the Planning Director. The developer shall not erect or display on the subject property any signs which have not been approved in writing by the Community Development Department. *(Planning)*

4.2. The masonry materials on the base of a freestanding monument type sign shall match the materials used on the garden wall located in the front landscape planter. The freestanding sign cabinet shall be painted to match the wall or trim color of the building. (Planning)

4.3. The installation and method of sign illumination shall be reviewed and approved by the Planning Division and the Building and Safety Division under separate permit and pursuant to the requirements of the Cypress City Code and Zoning Ordinance. The developer shall take the appropriate measures to ensure that the illumination of the sign shall not create

glare for vehicular traffic. All electrical conduits, timer devices, and other electrical equipment shall be buried underground or concealed within the sign. *(Planning)*

5. Landscaping

5.1. A detailed landscape and automatic irrigation plan shall be submitted to the Cypress Planning Division for review and approval at least 60 days prior to issuance of a certificate of occupancy. In addition, a bond shall be posted with Public Works to guarantee against defects in plant materials and workmanship for a period of one year from acceptance of the landscape installation. All required landscaping shall be permanently maintained in a neat and orderly condition. *(Planning)*

5.2. All landscaping areas shall comply with the City's water efficiency ordinance as well as the water efficient requirements of the Cypress Zoning Code and the City's Drought Response Management Plan. All irrigation shall be provided by a drip or microspray system. *(Planning)*

5.3. Landscape irrigation pipes and sprinkler heads shall be maintained in good working order so as to cover all landscaped areas. *(Planning)*

5.4. Unless otherwise specified, all required trees shall be a minimum 15-gallon in size and of a variety approved by the Planning Director. *(Planning)*

5.5. A redwood landscape retainer, a minimum of two inches by six inches in size, shall be installed along all property lines where no perimeter wall is provided in the front setback area to separate the landscape planters from adjoining properties. *(Planning)*

5.6. Ground floor private patio areas shall be equipped with a water spigot and electrical outlet. *(Planning)*

5.7. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Planning Director allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. *(Planning)*

6. Operational

6.1. The use of mechanical devices associated with the cleaning and maintenance of real property shall be conducted in accordance with the Cypress Zoning Code. *(Planning)*

6.2. Exterior storage is specifically prohibited. *(Planning)*

6.3. The parking lot areas shall be used solely for vehicular parking. *(Planning)*

7. Property Maintenance

7.1. All walls, fences, and trash enclosures shall be maintained free of significant surface cracks, dry rot, warping, missing panels or blocks, which threaten the structure's structural integrity or graffiti which threatens the appearance. *(Planning)*

7.2. Parking lot surfaces and pedestrian walkways shall be maintained in a safe condition such that any concrete, asphalt, or other driving or walking surfaces are free of potholes, buckled or cracked surfaces, or raised areas. *(Planning)*

7.3. The property shall be maintained free of the accumulation of trash and debris. Trash and debris shall be stored solely in designated solid waste bins. *(Planning)*

7.4. Exterior building elevations shall be maintained such that the buildings are free of broken, missing or significantly cracked surface finished materials. *(Planning)*

7.5. The property shall be maintained free of all graffiti. All graffiti shall be removed within 48 hours once notified in writing by the City. *(Planning)*

7.6. The HOA be required to remove or repaint any graffiti that occurs in a timely manner. The wall facing Lincoln Avenue will feature plant materials to discourage graffiti. *(Engineering, Planning)*

8. Fees

8.1. The applicant shall pay the following fees per Resolution No. 6182, as noted below. *(Engineering)*

- Park and Recreation (Prior to issuance of Building Permit)
- Drainage Fee for Master Drainage Plan (Prior to issuance of Building Permit)
- City-wide Traffic Improvement (Prior to issuance of Building Permit)
- Regional Traffic Improvement (Prior to issuance of Building Permit)
- Final Subdivision Map Check (Prior to submittal of Map)
- Sanitary Sewer Connection (Prior to issuance of Building Permit): https://www.ocsan.gov/home/showpublisheddocument/34705/638599218131900000
- Grading / On-Site (Non-Structural) Plan Check (Prior to submittal of Grading Plans)
- Grading Permit and Inspection (Prior to Permit issuance)
- Building Plan Check (Prior to submittal of Plans)
- Building Permit and Inspection (Prior to Permit issuance)
- Public Improvement Plan Check (Prior to submittal of Plans)
- Public Improvement Permit and Inspection (Prior to Permit issuance)

8.2. Within 48 hours of the approval of this project, the applicant/developer shall deliver to the Community Development Department a check payable to the **County Clerk-Recorder in the amount of $50.00** County administrative fee, to enable the City to file the Notice of Exemption pursuant to Fish and Game Code §711.4 and California Code of Regulations, Title 14, section 753.5. If, within such 48-hour period, the applicant/developer has not delivered to the Community Development Department the check required above, the approval for the project granted herein shall be void. *(Planning)*

9. Engineering

9.1. That all engineering requirements of the City of Cypress, including preparation of improvement plans and installation of all improvements such as curbs and gutters,

sidewalks, street grading and pavement, sewer and drainage facilities, or other appurtenant work shall be complied with as required by the City Engineer and in accordance with specifications on file in the Office of the City Engineer, as may be modified by the City Engineer; and, that security in the form of a bond, certificate of deposit, letter of credit, completion guarantee, or cash, in an amount and form satisfactory to the City of Cypress, shall be posted with the City to guarantee the satisfactory completion of said improvements. Said security shall be posted with the City prior to the issuance of a building permit or final map approval, whichever occurs first, to guarantee the installation of the related improvements prior to final building and zoning inspections in accordance with an approved construction phasing plan. In the event the developer's contractor and/or subcontractor fails to diligently prosecute the work within the public right-of-way, the City reserves the right, in its reasonable discretion, to issue a stop work notice and to provide a substitute contractor and/or subcontractor to complete said work at the sole cost and expense of developer. *(Engineering)*

9.2. The applicant shall not grant any easements over any property subject to a requirement of dedication or irrevocable offer to the City of Cypress, unless such easements are expressly made subordinate to the easements to be offered for dedication to the City. Prior to granting any of the said easements, the subdivider shall furnish a copy of the proposed easement to the City Engineer for review and approval. *(Engineering)* (Easement Subordination)

9.3. Prior to any street construction or relocation, when there are monuments in the project area which control the location of subdivisions, streets or highways, or provide survey control, the developer shall locate and reference the monuments and shall reset them after construction as required by Section 8771 of the Business and Professions Code, in a manner meeting the approval of the City Engineer. *(Engineering)*

9.4. The applicant shall make all submittals, including engineering, building, grading, water quality, and inquiries through the department's online plan check and permit application at https://cypressca.viewpointcloud.com or as determined by the City Engineer. *(Engineering)*

10. Landscaping within the Public Right-of-Way

10.1. The applicant or his successor in interest shall maintain all landscaping planted in the public right-of-way located along the frontage of their property in a healthy and safe condition. *(Engineering, Maintenance)*

11. Sewer and Wastewater

11.1. The developer shall construct new private sewer laterals with cleanouts at a location approved by the City Engineer. *(Engineering)*

11.2. Prior to the recordation of the subdivision map, the applicant shall submit a sewer plan signed and stamped by a registered civil engineer, detailing all the proposed public and/or private sewer lines meeting the requirements of the City Design Standards for Sewer Facilities to be approved by the City Engineer. (*Engineering*)

11.3. All sewer lines (including mains and laterals) within the development shall be private sewer lines and shall be maintained and cleaned by the developer, or successor in interest. The City of Cypress shall have no responsibility for maintenance of the private sewer lines. *(Engineering)*

12. Street Trees

12.1. If trees are planted within the public right of way, they shall be installed in accordance with the approved street landscape plan subject to the approval of the City Engineer. *(Engineering)*

12.2. The applicant or successor in interest shall trim all trees in the public right-of-way by following the City's tree trimming policy annually or as prescribed by the City Engineer and maintain the trees in a healthy and safe condition. *(Maintenance)*

13. Street Lighting

13.1. The applicant shall bear the full cost of relocating the existing street light along the property frontage on Lincoln Avenue and upgrading to energy efficient LED fixtures. Street light poles, standards, fixtures and details shall be approved by the City Engineer and meet the City of Cypress design standards.

14. Streets

14.1. Prior to the issuance of any certificate of occupancy, including temporary, the applicant shall resurface Lincoln Avenue (2" grind and overlay asphalt concrete pavement) along the property frontage. Construct all improvements in accordance with Cypress Public Works standards and specifications to satisfaction of the City Engineer.

14.2. Prior to the issuance of any certificate of occupancy, including temporary, the applicant shall install a new driveway approach that is compliant with the American Disabilities Act along the property frontage on Lincoln Avenue. The developer shall comply with the following requirements regarding the improvements:

- Construct all improvements in accordance with Cypress Public Works standards and specifications to satisfaction of the City Engineer.
- Prior to construction, obtain and pay for a permit and inspection services. As part of the permit, maintain a schedule on file with the City Engineer for the work.
- Adjust utility vaults and boxes to grade in accordance with the corresponding utility's requirements and standards.
- Relocate any utilities as necessary securing the appropriate approvals from the respective utilities.
- If necessary, grant easements to the City for pedestrian purposes for any sidewalk or driveways for compliance with ADA requirements prior to issuance of a permit for construction. *(Engineering)*

14.3. Remove and replace any damaged street, pavement, sidewalk, curb and gutter, or any other public improvements as a result of work associated with this project and appropriately clean the area to the satisfaction of the City Engineer.

14.4. The applicant shall submit a street design plans for approval by the City Engineer for all proposed City streets or any work within existing public right of way. Street name signs

and traffic signs shall be installed per City Standards. *(Engineering)*

14.5. Prior to issuance of a certificate of occupancy, the applicant shall remove and replace any existing public improvements at the development site which have existing damage, are damaged due to construction, or otherwise below current standards, to the satisfaction of the City Engineer. *(Engineering)*

15. Subdivisions

15.1. This permit is granted subject to the City's approval of a tentative map and final map and recordation of the final map. The City shall issue building permits only after such recordation, unless otherwise approved by both the Planning Director and Public Works Director and/or pursuant to the Subdivision Map Act. Before occupying any structures or initiating any use approved by this permit, the applicant shall comply with all conditions of the tentative and final map. (*Engineering, Planning*)

16. Traffic

16.1. The access driveway to the development shall be designed such as there is minimal impact on the vehicle's tire upon ingress and egress from the driveway, as approved by the City Engineer. *(Engineering)*

16.2. The quantity, location, width, and type of public driveways shall be subject to the approval of the City Traffic Engineer. Prior to construction of any driveway approach upon public street right-of-way, the applicant shall obtain a public works permit. *(Engineering)* (Driveways)

16.3. Prior to the issuance of any grading permits, the applicant shall provide adequate sight distance per Engineering Standard Plan 204 and 205 at all street intersections, driveways, and parkways, in a manner meeting the approval of the City Traffic Engineer. The applicant shall make all necessary revisions to the plan to meet the sight distance requirement such as removing trees, signs, utilities, landscape, hardscape, slopes or any other encroachments from the limited use area in a manner meeting the approval of the City Engineer. *(Engineering)* (Sight Distance)

17. Utilities

17.1. Prior to issuance of a certificate of occupancy, the applicant shall install all new and existing utility services underground. *(Engineering)*

18. Drainage

18.1. Prior to issuance of grading permits or recordation of the subdivision map, whichever comes first, at the direction of the City Engineer, the applicant shall submit a grading plan for approval signed and stamped by a registered California civil engineer and using actual grades from an Orange County Surveyor's Benchmark. *(Engineering)*

The applicant shall ensure the following requirements are met:

- Drainage is solved to the satisfaction of the City Engineer and Building Official.
- The Grading Plan is consistent with the Water Quality Management Plan, Site Plan and any Improvement Plan for proposed public storm drains.
- Submittal of a Preliminary Grading Plan if deemed necessary by the City Engineer.
- The topography of the area surrounding this development shall be made to establish existing drainage flow patterns.
- The minimum slope standards are met for 1% for landscape areas, AC parking areas 1.5%, Concrete .2%.
- All surface runoff and subsurface drainage directed to the nearest acceptable drainage facility, as determined by the City Engineer.
- Drainage facilities discharging onto adjacent property shall be designed to imitate the manner in which runoff is currently produced from the site or alternatively, the applicant may obtain a drainage acceptance and maintenance agreement, suitable for recordation, from the owner of said adjacent property.
- All drainage facilities must be consistent with the County of Orange Grading Ordinance as supplemented by the Engineering Division and Local Drainage Manual.

19. Storm Water Quality – National Pollutant Discharge Elimination System

19.1. Development must be undertaken in accordance with the conditions and requirements of the Santa Ana Region National Pollutant Discharge Elimination System (NPDES) Permit Order No. R8-2009-0030 as amended by Order No. R8-2010-0062.

19.2. Prior to the issuance of any grading or building permits, the applicant shall submit for review and approval by the City Engineer, a Final Water Quality Management Plan (WQMP). The WQMP must include best management practices for source control, pollution prevention, site design, and low impact development as well as structural treatment controls among many factors. Site design for controlling urban runoff must first evaluate infiltration, then harvest and water re-use, then evapotranspiration and only bio-treatment if the other three are not feasible. The WQMP must identify the routine structural and non-structural measures specified in the current Drainage Area Management Plan (DAMP) and utilize the Orange County Technical Guidance Document (OC TGD) as well as the Model WQMP.

Applicable WQMP projects must also:

- Utilize the City's current WQMP template;
- Utilize the City's online WQMP application system for submittal;
- Address site Design BMPs (as applicable) such as minimizing impervious areas, maximizing permeability, minimizing connected impervious areas, creating reduced or zero discharge areas, and conserving natural areas;
- Incorporate Routine Source Control BMPs as defined in the DAMP;
- Include post-construction Treatment Control BMP(s) as defined in the DAMP;
- Include and Operations and Maintenance (O&M) Plan that (1) describes the long-term operation and maintenance requirements for pos-construction Treatment Control BMP(s); (2) identifies the entity that will be responsible for long-term operation and maintenance of the referenced Treatment Control BMP(s); (3) describes the mechanism for funding the long-term operation and maintenance of the references Treatment Control BMP(s); (4) includes the Water Quality Implementation Covenant and Agreement.

19.3. Prior to issuance of and grading or building permits, the applicant must submit a certified copy of the approved Final Water Quality Management Plan (WQMP) along with the final approved Grading Plan and all other supporting documentation on a USB flash drive in a single digital file (pdf) format acceptable to the City Engineer. The Final WQMP Submittal and subsequent approval of the Preliminary Water Quality Management Plan does not guarantee approval of the Final Water Quality Management Plan. Should the final calculations and submittals not meet the required thresholds necessary to meet the obligations of the City under the NPDES Permit for development and its incorporated documents such as the DAMP and OC TGD. alterations to the site and the site plan may be required as prescribed by the City Engineer to the WQMP. Any significant alteration to the site plan due to the Final WQMP may require approval of the Council for the revision. Additionally, the WQMP must identify a responsible party and implement funding sources for maintaining post construction BMPs as required as part of the development and must ensure that appropriate easements and ownerships are properly recorded in public records and access is made available for inspection of said devices.

19.4. The owner is responsible for providing a Water Quality Implementation Covenant and Agreement and an Operations and Maintenance plan that outlines the funding and maintenance of water quality BMPs, consent to inspect, and indemnification on the forms provided by the City for all post-construction stormwater mitigation and treatment devices, as required by the Santa Ana Regional National Pollutant Discharge Elimination System (NPDES) Permit Order No. R8-2009-0030 as amended by Order No. R8-2010- 0062. The agreement will be subject to the review and approval of the City Engineer and City Attorney. Before final acceptance of project improvements, the owner or his/her designated representative must certify that the treatment device was constructed and installed in accordance with the approved plans. Prior to the issuance of a certificate of occupancy, the applicant must demonstrate compliance with the City's

NPDES Implementation Program in a manner meeting the satisfaction of the City Engineer and Water Quality Manager, including:

- Demonstrate that all structural Best Management Practices (BMPs) described in the BMP Exhibit from the project's approved WQMP and Maintenance Covenant and Agreement have been implemented, constructed and installed in conformance with approved plans and specifications
- Demonstrate that the applicant has complied with all non-structural BMPs described in the project's WQMP
- Demonstrate that copies of the project's approved WQMP and Covenant and Agreement (with attached O&M Plan) are available for each of the initial occupants
- Agree to pay a compliance deposit to pay for any required inspections and any additional non-compliance inspections as the City deems necessary
- Submit certified record drawings as well as the project engineer's post-construction certification as well as the owner's post construction certification on a template provided by the City
- Agree to pay for an inspection (special investigation) from the City for a date 12 months after the issuance of a certificate of occupancy for the project to verify compliance with the approved WQMP, Maintenance Covenant and Agreement and O&M Plan.
- Demonstrate that the applicant has RECORDED one of the following:

    1. The CC&R's (that must include the approved WQMP, Maintenance Covenant and Agreement and O&M Plan) for the project's Homeowner's Association;
    2. A Water Quality Implementation Covenant and Agreement that has the approved WQMP and O&M Plan attached; or
    3. The final approved Water Quality Management Plan (WQMP) and Operations and Maintenance (O&M) Plan. *(Engineering, Water Quality)* (NPDES/WQMP Compliance Measures)

19.5. All onsite storm drain inlets, whether newly constructed or existing, must be labeled "No Dumping Drains to Ocean" before occupancy in accordance with city requirements.

19.6. All exterior metal building surfaces, including roofs, must be coated with rust-inhibitive paint to prevent corrosion and release of metal contaminants into the storm drain system prior to occupancy.

19.7. Trash enclosures and/or recycling area(s) must include a structure to cover the enclosure with a solid roof design below to direct stormwater away from entering the enclosure. All litter/waste material must be kept in leak-proof containers. Area(s) must be paved with impermeable material. No other area may drain onto these areas. The trash enclosure and/or recycling area(s) may not drain to the storm drain system and all cleanups must be performed using dry cleanup methods. Additionally, there must be a posted sign on the trash enclosure informing users that hazardous materials are not to be disposed therein. Additionally, trash enclosures may be required to be modified to meet

the current solid waste requirements.

19.8. Pet waste collection systems or dispensers, which hold bags for pet owners to use to pick up waste, must be installed in close proximity to trash receptacles in all common use areas. Regular refuse collection and resupply of pickup bags must be conducted by property owner or homeowner's or business owner's association.

19.9. Decorative fountains and ponds must be designed with no connection to the storm drain system. The discharge of non-stormwater from fountains and ponds must not be allowed to drain to the storm drain system.

19.10. Prior to the issuance of any grading or building permit, the applicant must submit an Erosion and Sediment Control Plan (ESCP) in a manner meeting approval of the City Engineer and the Building Official and in accordance with requirements of the Santa Ana Regional National Pollutant Discharge Elimination System (NPDES) Permit Order No. R8-2009-0030 as amended by Order No. R8-2010-0062. The ESCP must be developed and implemented to demonstrate compliance with the City's NPDES Implementation Program and State water quality regulations for grading and construction activities. The ESCP must identify how all construction materials, wastes, grading or demolition debris, and stockpiles of soil, aggregates, soil amendments, etc. must be properly covered, stored, and secured to prevent transport into local drainage ways or coastal waters by wind, rain, tracking, tidal erosion or dispersion. The ESCP must also describe how the applicant will ensure that all BMPs will be maintained during construction of any future public right-of-ways. The ESCP must be updated as needed to address the changing circumstances of the project site. A copy of the current ESCP must be kept at the project site and be available for City review on request.

19.11. Prior to issuance of certificate of occupancy, the applicant must clean all on site storm drain systems, catch basins, filters, storm drain lines, inlet boxes, etc. Additionally, upon direction of the City Engineer, the applicant must clean any public storm drain systems, catch basins, filters, lines, and inlet boxes that the City Engineer has determined have been impacted by the applicant's construction. If clean-up is not performed, the City may make arrangements to clean the system at the developer's expense.

19.12. The owner is responsible for maintaining and operating all on-site private improvements.

19.13. All property areas must be maintained free of litter/debris.

19.14. All onsite storm drains including post-construction best management practices (BMPs) must be cleaned at least twice a year; once immediately before October 1st (the beginning of the rainy season), and once in May (the end of the rainy season). Additional cleaning may be required by the City Engineer.

19.15. There must be no pressure washing of parking areas, and waste storage areas, or building site, unless the City approves a collection system to keep water from entering

the storm drain.

19.16. Landscaping must be properly maintained with efficient irrigation to reduce runoff, promote surface filtration, and minimize the use of fertilizers and pesticides that can contribute to urban runoff pollution.

19.17. Any CUP applicant or its successor shall be responsible for the cost of any water quality inspections by the City that are mandated by the State of California or by the U.S. Environmental Protections Agency (USEPA) presently or in the future.

19.18. The Improvement Bond must incorporate all post-construction stormwater devices from the approved WQMP. These costs will be provided in the WQMP for review and inclusion in the Improvement Bond and shall cover device defects as well as malfunctions and possible replacement in the event the device is damaged or not operating per the manufacturer's specification or intended design.

19.19. The applicant will be subject to all requirements of Section 13-29 of the Cypress Municipal Code regarding stormwater pollution prevention including, but not limited to, an Operations and Maintenance Verification Certification – WQMP Post Construction through the City's online application and permitting system, prior to issuance of a final certificate of occupancy.

19.20. No person or person(s) shall make any modifications to drainage approved in the grading plan or WQMP without prior written approval from the City Engineer.

19.21. Certified full trash capture devices must be installed to address the Statewide Trash Amendments adopted April 7, 2015. Existing storm drain inlets located within this project must be retrofitted to address the above trash policies. Additionally, proposed post-construction BMPs must be devices that are State certified for full-trash capture. Relocated catch basin along property frontage shall also include automatic retractable screens (ARS) devices in addition to full trash capture devices to address the Statewide Trash Amendments.

20. Building and Safety

20.1. Applicant/developer shall provide a single point of contact for all phases of the permitting process and the construction process. The point of contact may be different for permitting and construction. The applicant/developer will provide a 24-hour contact number. This person will be responsible for all communications with Building and safety including but not limited to application, plan submittal, permit issuance, inspection requests and any other requests or inquiries. (*Building and Safety*)

20.2. The applicant will schedule a pre-construction meeting with both the Building Official and City Engineer (or designee) prior to any work starting on the project site. The meeting shall take place one to two weeks prior to the start of construction. All contractors, including their superintendents, designers/engineers will be required to attend unless otherwise directed by the Director of Public Works. (*Building and Safety, Engineering*)

20.3. Construction bins for non-recyclable and recyclable materials generated from any construction site (residential and non-residential) must be placed "on site" out of the public right-of-way unless permit is obtained from the City Engineer. *(Building & Safety)*

20.4. A pre-grading SWPPP's inspection is required prior to grading permit issuance. All required grading stormwater BMPs shall be installed and inspected by the Building Division prior to the release of the grading permit. *(Building & Safety)*

20.5. Delivery, loading and unloading of construction materials shall occur on site and not within the Public Right of Way unless a permit is obtained from the City Engineer. *(Building and Safety)*

20.6. Applicant/developer shall obtain the required permits and comply with applicable provisions of the 2022 California Residential, Building, Plumbing, Electrical, and Mechanical Codes, the 2022 California Green Building Standards Code, Title 24, and the City of Cypress Codes. *(Building & Safety)*

20.7. Grading, demolition, and exterior building construction activities shall be limited to the hours of between 7:00 a.m. and 8:00 p.m. Monday through Friday, between 9:00 a.m. and 8:00 p.m. on Saturday, if the City's noise standards are exceeded. Interior building construction and tenant improvements shall be limited to the hours between 7:00 a.m. and 8:00 p.m. Monday through Saturday, only if the City's noise standards are exceeded. **If complaints are received regarding noise from grading or demolition, further restrictions may be imposed on the start time of construction by the Director of Community Development, up to a 9:00 a.m. start time.** No construction activity shall be allowed on Sundays or federal holidays. In addition, construction equipment shall be equipped with effective muffling devices. Compliance with this measure is subject to field inspection by City staff. *(Building & Safety)*

20.8. An automatic fire sprinkler system, approved by the Orange County Fire Authority, may be required. *(Building & Safety)*

20.9. Type 5 cement shall be used for all foundations and slabs on grade. *(Building & Safety)*

20.10. All slabs on grade (including M-1 occupancies) shall receive a minimum of a 10 mil. thick moisture barrier. *(Building & Safety)*

20.11. A stamped soil investigation report shall be submitted with the plans for plan check. The report shall include soil bearing capacity, seismic study, in compliance with the Seismic Hazard Mapping Act of the State of California, grading, paving, sulfate test, and other pertinent information under good engineering practice. *(Building & Safety)*

20.12. An acoustical report shall be submitted with the plans for plan check. The report shall meet all the requirements of the Uniform Building Code and Title 24 of the State Administrative Code. *(Building & Safety)*

20.13. Prior to final certificate of occupancy, as required by California State Health and Safety Code Section 19850, the applicant shall provide copies of the stamped approved plans and any revisions on CD in PDF format to the City of Cypress Building Division to serve as the official file copy of the approved building plans. *(Building & Safety)*

20.14. Building plans shall be stamped by a licensed engineer. *(Building & Safety)*

21. Security

21.1. The landscaping and lighting plans for the project shall also be subject to review by the Cypress Police Department. *(Police Department)*

21.2. Illuminated address signs shall be installed next to each garage door for easy identification by Police and Fire personnel. *(Police Department.)*

21.3. The CC&R's shall contain a restriction prohibiting the parking of vehicles in front of garages. Common areas not designated for guest parking shall be kept clear at all times. *(Police Department)*

21.4. Security lighting shall be provided in the parking areas, public open space, and driveways. Front door entrances to the individual units shall also be provided with light fixtures. *(Police Department)*

22. Fire

22.1. Design Review: Portions of the project that are deferred shall be subject to the codes, standards, and other applicable requirements in force on the date that the deferred plan is submitted to the Orange County Fire Authority (OCFA). The development review does not imply or express approvals on any subsequent plan submittal. *(OCFA)*

22.2. Plan Submittal Sequence: The applicant or responsible party shall submit the plan(s) listed below to the Orange County Fire Authority for review. Approval shall be obtained on each plan prior to the specified event.

22.3. Prior to OCFA clearance of a final map or issuance of a precise grading permit or a building permit, if a grading permit is not required, the applicant or responsible party shall submit:
- Fire Master Plan (service code PR145)
- Alternate Methods and Materials (AM&M) request (PR910), to address turn around and fire lane location deficiencies associated with the Fire Master Plan review.

22.4. Prior to issuance of a building permit, the applicant or responsible party shall submit:
- Architectural (service codes PR264-PR272, abbreviated review)
- Underground piping for private hydrants and fire sprinkler systems (service code PR470-PR475)
- Fire sprinkler system (service codes PR400-PR465)

22.5. Prior to concealing interior construction, the applicant or responsible party shall submit:
- Fire alarm system (service code PR500-PR520)
- Fire sprinkler system (service codes PR430-PR455).

22.6. Specific submittal requirements may vary from those listed above depending on actual project conditions identified or present during design development, review, construction, inspection, or occupancy. Standard notes, guidelines, informational bulletins, submittal instructions, and other information related to plans reviewed by the OCFA may be found

by visiting ocfa.org on the Planning and Development Section homepage.

22.7. Temporary/Final Occupancy Inspections: Prior to issuance of temporary or final certificate of occupancy, all OCFA inspections shall be completed to the satisfaction of the OCFA inspector and be in substantial compliance with codes and standards applicable to the project and commensurate with the type of occupancy (temporary or final) requested. Inspections shall be scheduled at least five days in advance by calling OCFA Inspection Scheduling at 714-573-6150.

22.8. Emergency Access Easements: Irrevocable reciprocal access easements for emergency access purposes to the benefit of the Cypress shall be recorded concurrently with the final map or, where no final map is required, prior to approval of the fire master plan.

22.9. Lumber-drop Inspection: After installation of required fire access roadways and hydrants, the applicant shall receive clearance from the OCFA prior to bringing combustible building materials on-site. Call OCFA Inspection Scheduling at 714-573-6150 with the Service Request number of the approved fire master plan at least five days in advance to schedule the lumber drop inspection.

23 Solid Waste

23.1. The applicant shall subscribe to solid waste services from the City's solid waste hauler with no less than one time per week service for trash, recycling, and organics recycling. These shall be properly maintained and not allowed to overflow. Source separated organic recycling is required unless alternatives are approved in writing from the Public Works Director. (*Public Works, Water Quality*)

23.2. For phased construction, as buildings are occupied, the applicant shall ensure there is adequate room and clearance for solid waste trucks and for placement of construction bins on site during construction. Access ways shall not be blocked without written approval of the Building Official. (*Public Works*)

23.3. The applicant shall not install a trash compactor at the site without first having received written approval from the City's solid waste hauler. *(Public Works)*

23.4. For residential automated trash service, the applicant must provide on-site driveways, drive aisles and turnarounds with adequate space, clearance, material and loading capacity for solid waste trucks to maneuver and turn around on site (as reviewed and approved by the City's solid waste hauler and the City Engineer). Solid waste trucks shall be prohibited from backing out into city streets and roadways. *(Public Works)*

Effective: October 28, 2024

SECTIONS
2. General
3. Planning

4. Architectural
5. Signage
6. Landscaping
7. Operational
8. Property Maintenance
9. Fees
10. Engineering
11. Landscaping in the Public Right-of-Way
12. Sewer and Wastewater
13. Street Trees
14. Street Lighting
15. Streets
16. Subdivisions
17. Traffic
18. Utilities
19. Drainage
20. Storm Water Quality
21. Building & Safety
22. Security
23. Fire
24. Solid Waste

MASTER AFFORDABLE HOUSING COVENANT AGREEMENT

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF CYPRESS
5275 Orange Ave.
Cypress CA 90630
Attn: City Manager

APN 244-472-09

(Space Above This Line For Recorder's Office Use Only)
EXEMPT FROM RECORDING FEE PER GOV. CODE § 6103

MASTER AFFORDABLE HOUSING COVENANT AGREEMENT

This MASTER AFFORDABLE HOUSING COVENANT AGREEMENT ("**Agreement**") is entered into as of the _____ day of _____, 2024 ("**Effective Date**") , by and between the CITY OF CYPRESS, a California municipal corporation ("**City**"), and OLSON URBAN HOUSING, LLC, a Delaware limited liability corporation ("**Developer**").

RECITALS

A. Pursuant to that certain Sale Agreement and Escrow Instructions between Developer and City dated April 15, 2024 ("**PSA**"), City has conveyed to Developer fee title to certain real property located in City of Cypress, County of Orange, State of California, more particularly described in Exhibit "E" attached hereto and incorporated herein by reference ("**Property**"), and the Developer has agreed to develop residential units thereon.

B. Pursuant to the PSA, Developer has agreed to restrict the sale and occupancy of five (5) single family dwelling units as affordable to low income households as provided in this Agreement, and City has agreed to make "silent second" loans to the purchasers of each of the low income units. The layout of the Project and all the residential units are depicted and their locations identified on Exhibit B attached hereto ("**Project Layout**").

NOW, THEREFORE, in consideration of the above Recitals, which are incorporated herein by this reference, and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1. DEFINITIONS AND EXHIBITS

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 ***Area Median Income*** means the Orange County area median income, adjusted for household size, as established by the United States Department of Housing and Urban Development (HUD), and as published periodically by California Housing and Community Development (HCD) pursuant to Section 50093 et seq. of California Health and Safety Code and applicable regulations.

1.1.2 ***Covenant Agreement for Restricted AH Unit*** means the "Affordability Covenants and Restrictions Affecting Real Property with Option to Purchase Secured by Deed of Trust" substantially in the form attached hereto as Exhibit C for a Low Income Household and to be recorded against the Low Income Unit as provided in Article 2 which shall bind the Restricted AH Unit for forty-five (45) years.

1.1.3 ***Covenant Deed of Trust*** shall mean a deed of trust in the form attached as Exhibit D to be executed by the applicable Eligible Purchaser which shall secure the Covenant Agreement for Restricted AH Unit for the applicable Restricted AH Unit being purchased to be recorded against the Restricted AH Unit concurrently with the Covenant Agreement as provided in Article 2.

1.1.4 ***Eligible Purchaser*** shall mean a Qualified Purchaser who is purchasing one of the Restricted AH Units for which he/she qualifies and who is not an Ineligible Purchaser.

1.1.5 ***FMV of the Restricted AH Unit*** shall mean the fair market value of the Restricted AH Unit determined as provided in Section 2.7.1.

1.1.6 ***Household*** means all persons residing in a Restricted AH Unit.

1.1.7 ***Ineligible Purchaser*** shall have the meaning defined in Section 2.5.

1.1.8 ***Low Income Household*** means a Household whose income does not exceed the maximum income for Low Income Households for Orange County, adjusted for applicable household size, as annually determined by regulation of the California Department of Housing and Community Development pursuant to Section 50093 of the California Health and Safety Code and applicable regulations.

1.1.9 ***Market Rate Units*** means the Units within the Project which are not Restricted AH Units.

1.1.10 ***Purchase Price for Restricted AH Unit*** means the purchase price for the sale of the applicable Restricted AH Unit to an Eligible Purchaser which shall be calculated pursuant to Section 2.1.

1.1.11 ***Qualified Purchaser*** means an Eligible Purchaser of the Applicable AH Household Income that meets with all income and asset verification requirements in this Agreement for the applicable Restricted AH Unit.

1.1.12 ***Qualified Purchaser Loans*** means the loans to be made by City to each purchaser of a Restricted AH Unit as described in Section 2.7 hereof.

1.1.13 ***Restricted AH Units*** shall mean the following Units which are restricted for sale to a Low Income Household: _____.

1.1.14 ***Total Housing Cost*** means the total monthly or annual recurring expenses required of a household to obtain shelter, and includes the mortgage payment (principal and interest, based on a thirty (30) year term), parking amenities, utilities, homeowner association dues, real estate taxes, mortgage insurance and any other related assessments.

1.1.15 ***Unit*** means a residential unit in the Project.

1.2 **Exhibits.** The following documents are attached to, and by this reference are

incorporated herein and made a part of, this Agreement:

Exhibit A	Legal Description of the Property
Exhibit B	Project Layout Plan
Exhibit C	Covenant Agreement for Restricted AH Units
Exhibit D	Covenant Deed of Trust
Exhibit E	Purchase and Sale Agreement

ARTICLE 2. RESTRICTED AH UNITS

2.1 Purchase Price for Restricted AH Unit.

2.1.1 Determination. Developer shall sell each of the Restricted AH Units to an Eligible Purchaser for an Affordable Household at the Applicable AH Household Income at the purchase price determined based on Applicable Affordable Housing Costs and which assumes a five percent (5%) down payment and a Qualified Purchaser Loan.

2.1.2 Loan. The maximum home loan amount for a Restricted AH Unit shall be based upon the income of a household with the applicable family size purchasing the Restricted AH Unit and assuming a five percent (5%) down payment and a Qualified Purchaser Loan. The maximum home loan amount for the Restricted AH Unit shall be submitted by Developer and approved or rejected by City within ten (10) business days from receipt.

2.2 Purchase Price Ranges for Restricted AH Units. Prior to listing the Restricted AH Units, Developer shall develop and provide to City the purchase price calculations for each Restricted AH Unit based on the size of the applicable Restricted AH Unit and number of members of the Low Income Household. City shall reasonably cooperate to provide such confirmation to Developer within ten (10) business days of written request therefore.

2.3 Selection of Eligible Purchasers. The Restricted AH Units may be sold to Eligible Purchasers selected by Developer who meet the income and affordability requirements provided in this Agreement and subject to the written approval of City. Developer is not required to sell a Restricted AH Unit to an Eligible Purchaser referred by City, but Developer shall accept or reject any such Eligible Purchaser based upon the same evaluation criteria that Developer applies to buyers of other residential units within the Project. Upon City's request, Developer shall provide to City a written response detailing the reasons for rejection of an Eligible Purchaser referred by City.

2.4 Income and Assets of Eligible Purchasers. Prior to the sale of the Restricted AH Unit, Developer shall submit to City a completed income computation and certification form acceptable to or otherwise provided by City certifying that the Eligible Purchaser (including any co-purchaser) purchasing the Restricted AH Unit meets the income and asset limitation requirements established for the Restricted AH Unit. Developer shall obtain an income certification form from the proposed Eligible Purchaser and shall certify that, to the best of Developer's knowledge, (i) the income of the proposed Eligible Purchaser is truthfully set forth in the income certification form; (ii) the proposed Eligible Purchaser does not own any real estate and does not have liquid assets that exceed the amount specified below; and (iii) the proposed Eligible Purchase is not an Illegible Purchaser.

An Eligible Purchaser (nor any occupant) shall own any other real property at the close of escrow of the applicable Restricted AH Unit. Furthermore, an Eligible Purchaser (nor any co-purchaser or occupant) shall not own any liquid assets whose aggregate value exceeds, at the time of determination of eligibility, that exceeds the total closing costs plus the Applicable Housing Cost. As used herein, the term "**liquid assets**" refers to cash and assets which are readily convertible to cash within a reasonable period, including but not limited to savings and checking accounts, certificates of deposit of any term, marketable securities, money market and similar accounts, mutual fund shares, and insurance policy cash values. The term "**liquid assets**" shall not include any retirement funds which are not readily accessible or which cannot be accessed by the buyer without the buyer incurring a penalty, or any funds to be used to pay closing costs or to pay make the down payment on the Restricted AH Unit.

Developer shall verify the income certification of the proposed Eligible Purchaser (and any co-purchaser) by one or more of the following methods:

- Obtain paycheck stubs from the proposed Eligible Purchaser's two (2) most recent pay periods.
- Obtain a true copy of an income tax return from the proposed Eligible Purchaser for the most recent tax year in which a return was filed.
- Obtain an income verification certification from the employer of the proposed Eligible Purchaser.
- Obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the proposed Eligible Purchaser receives assistance from such agencies.
- Obtain an alternate form of income verification reasonably acceptable to City and commonly used for such projects.

Developer shall provide copies of all verification documentation to City.

2.5 Ineligible Purchaser. No Relative (as defined below) of (a) any employee, officer, board member or shareholder of Developer (or any successor Developer of the Project) or any of its members, affiliates or subsidiaries, or (b) any employee or official of City, may purchase an Affordable Unit. "**Relative**" shall mean a parent, children, sibling, spouse, uncle, aunt, cousin, niece, nephew, grandparent, and grandchild and shall also extend to any of the foregoing persons related through marriage (i.e. in-laws or step relationships.)

2.6 Covenant Agreement for Restricted AH Unit. In accordance with Section 2.7 below, each Restricted AH Unit shall be subject to the Covenant Agreement for Restricted AH Unit which shall be effective for a period of forty-five (45) years (unless terminated pursuant to such Covenant Agreement for Restricted AH Unit) commencing on the date of the recordation of (i) the grant deed from Developer to the Eligible Purchaser of the Restricted AH Unit; together with (ii) the Covenant Agreement for Restricted AH Unit and the Covenant Deed of Trust.

2.7 Qualified Purchaser Loans. City has agreed pursuant to the PSA to make "silent second" loans to the purchasers of each of the five Restricted AH Units within the Project ("**Qualified Purchaser Loans**"). As set forth in the PSA, (i) Homeowner repayment of Qualified Purchaser Loans will be due upon the subsequent transfer of the Restricted AH Unit, with no periodic payments required; (ii) any remaining balance of the Qualified

Purchaser Loan will be forgiven upon the expiration of the affordability covenant for such Restricted AH Unit, provided that such affordability covenant is not in default at such time, (iii) the Qualified Purchaser Loans will be assumable by subsequent purchasers of the Restricted AH Units who satisfy the requirements of this Agreement, and (v) Qualified Purchaser Loans will be secured with deeds of trust which will be subordinate to mortgage financing for the Restricted AH Unit.

2.8 Close of Escrow for Restricted AH Unit.

2.8.1 FMV for Restricted AH Unit. Developer shall determine the FMV of the Restricted AH Unit which would be the sale price of the Unit if it was not restricted. Developer may determine the FMV for the Restricted AH Unit based on its sale prices within the Project for comparable Units which shall be confirmed by a written broker opinion. Developer shall provide such information to City regarding the determination of the FMV of the Restricted AH Unit. The FMV of the Restricted AH Unit shall be inserted in the Covenant Agreement for Restricted AH Unit prior to execution by the Eligible Purchaser and City.

2.8.2 Process for Sale of Restricted AH Unit. The sale of the Restricted AH Unit to the Eligible Purchaser shall comply with the following requirements.

(a) A full copy of the executed sale agreement between Developer and the Eligible Purchaser shall be provided to City.

(b) The Covenant Agreement for Restricted AH Unit in the form provided at Exhibit C shall be executed and acknowledged by the Eligible Purchaser and City. Concurrently the Eligible Purchaser shall also execute and acknowledge the Covenant Deed of Trust. Both documents shall be recorded in the Official Records, and Covenant Deed of Trust shall be subordinate to the First Deed of Trust (as defined in the Covenant Agreement for Restricted AH Unit).

(c) A Request for Notice (as to the First Trust Deed) which shall be recorded at the closing.

(d) A Request for Notice of Delinquency executed by the Eligible Purchaser and City as to the First Trust Deed which shall be recorded at the closing.

(e) The Eligible Purchaser shall provide a certification in a form acceptable to City declaring under penalty of perjury that it is a Qualified Purchaser and such other information as requested by City.

(f) Developer shall provide a certification in a form acceptable to City declaring under penalty of perjury with respect to compliance with this Agreement as to the sale of the Restricted AH Unit.

(g) City shall execute a release of this Agreement from the Restricted AH Unit to be recorded at the close of escrow in accordance with Section 2.9.

(h) Upon close of escrow, escrow holder shall promptly deliver to City (i) conformed copies of all recorded documents, (ii) a copy of the escrow closing statement, (iii) complete final copies of all executed loan documents for the senior loan; and (iv) the Title Policy pursuant to Section 2.8.

2.9 Title Insurance Policy. At the close of the escrow for each Restricted AH Unit, an ALTA loan policy of title insurance shall be provided to City insuring the Covenant Deed of Trust subordinate only to the First Trust Deed in the amount of one hundred twenty percent (120%) of the difference between the FMV of the Restricted AH Unit less the purchase price of that Restricted AH Unit ("**Title Policy**"). The cost of the Title Policy shall be paid by Developer.

2.10 Release. At the Close of Escrow, this Agreement shall terminate AS TO THAT SPECIFIC RESTRICTED AH UNIT ONLY. Upon written request, City shall execute, acknowledge and deliver to escrow such documentation as reasonably required by the title company to confirm the release of this Agreement as to the applicable Restricted Rental Unit.

2.11 Use of Qualified Third Party. City may elect to retain a third party who is qualified to provide the financial analysis and verification of each Eligible Purchaser as well as the calculation of the applicable Purchase Price for a Restricted AH Unit. Developer shall reimburse City for the cost of the qualified third party.

ARTICLE 3. SALES AND RELEASES

3.1 Timing of Sale of Restricted AH Units. Developer shall use diligent efforts to market and sell the Restricted AH Units concurrently with the sale of the Market Rate Units. For the sale of every fifty (50) Units, Developer must sell and close the sale of at least five (5) of the Restricted AH Units. Compliance with this requirement may be enforced by City not issuing of a certificate of occupancy for the Market Rate Units until Developer is in compliance. City will cooperate with executing, acknowledging and delivering documentation as reasonably requested by a title company to release this Agreement from the title of Market Rate Units being sold to third parties in compliance with this provision.

3.2 Release of Market Rate Units. Provided Developer is in compliance with the requirements in Section 3.1, upon transfer of any Market Rate Unit to an individual owner in conformity with the California Department of Real Estate issued public report ("**White Report**"), the provisions of this Agreement shall terminate with respect to that Market Rate Unit. City shall cooperate with providing any documents which the title company may require to effect the foregoing.

3.3 Common Area Property. Upon transfer of common area within the Project to the homeowners association which governs the Project in accordance with the White Report, this Agreement shall automatically terminate with respect to the common area so transferred. City shall cooperate with providing any documents which the title company may require to effect the foregoing.

ARTICLE 4. DUTIES AND RIGHTS

4.1 Construction of Project. The Restricted AH Units shall be constructed concurrently with the Market Rate Units and the Restricted AH Units shall be dispersed through the Project as designated on the Project Layout.

4.2 Maintenance. Until fee title of a Restricted AH Unit is transferred to an Eligible Purchaser, Developer shall, at its sole cost and expense, maintain the interiors and exteriors of the Affordable Unit in good, decent, safe and sanitary manner, in accordance with the standard of maintenance of the other Units in the Project.

4.3 Monitoring. Representatives of City shall be entitled to inspect and copy any and all records of Developer relating to the Restricted AH Units at any time, upon reasonable notice, and to

conduct an audit of such records. City shall pay the cost of the audit, provided, however, that if the audit discloses a default by Developer, the cost of the audit shall be borne by Developer who shall, upon demand, promptly reimburse City for the cost of the audit. Until a Restricted AH Unit is occupied by an Eligible Purchaser, representatives of City shall, upon reasonable notice to Developer, be entitled to enter the Restricted AH Unit to monitor compliance with this Agreement. City shall have the right to transfer this Agreement and the Covenant Agreement for Restricted AH Unit to any other public agency in its sole discretion.

ARTICLE 5. ENFORCEMENT

5.1 Enforcement & Remedies. City shall be entitled to all remedies available under the law upon the default of the terms of this Agreement by Developer, including: (a) specific performance of the terms of this Agreement; (b) disgorgement of any amounts of sales proceeds which exceed an the Purchase Price for Restricted AH Unit; (c) an award of its reasonable attorney's fees, specifically including the cost to City of time expended by the office of City Attorney and other City staff and outside consultants, attorneys and other personnel involved in enforcing the terms of this Agreement; (iv) damages; (v) right to revoke certificates of occupancy; (vi) record a lien against the Property; and (vii) any other remedies available at law or equity. The rights and remedies are cumulative, and the exercise of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default.

5.2 Indemnification. Developer shall defend, indemnify and save harmless City, its elected and appointed officials, officers, agents and employees, from all liability from loss, damage or injury to persons or property, including the payment by Developer of any and all reasonable legal costs and attorneys' fees, in any manner arising out of the acts and/or omissions of Developer pursuant to this Agreement, including, but not limited to, all consequential damages, to the maximum extent permitted by law. The indemnification obligations of Developer under this Agreement shall survive the expiration or earlier termination of this Agreement.

5.3 Agreement Appurtenant to Property. This Agreement is appurtenant to and shall run with the Property as an equitable servitude and covenant in favor of City and shall be binding on all successors of the Property until this Agreement is otherwise terminated as set forth in this Agreement.

5.4 Term. This Agreement shall terminate and be of no further force or effect (except as specified below) upon the last to occur (i) all Restricted AH Units have been sold to qualified Eligible Purchasers in accordance with this Agreement as evidenced by a recorded grant deed; and (ii) the Covenant Agreement for Restricted AH Unit and Covenant Deed of Trust have been executed by the Eligible Purchaser of each of the Affordable Units and recorded against the Affordable Unit concurrently with the grant deed. Notwithstanding the termination of this Agreement of record, the provisions of Sections 5.1, 5.2 and 6.1 shall remain in full force and effect as the personal obligation of Developer to City.

5.5 Further Assurances; City Manager Authority. The parties shall execute any further documents in recordable form consistent with the terms of this Agreement as may from time to time be necessary or appropriate to effectuate the purpose of this Agreement. Except as otherwise expressly provided in this Agreement, approvals or consents required of City shall be deemed granted by the written approval of City Manager or his/her designee. City Manager is also authorized to execute any further documents on behalf of City, including the Covenant Agreement for Restricted AH Unit and any subordination agreements for the sale of the Restricted AH Unit. Notwithstanding

the foregoing, City Manager or designee may, in his or her sole and absolute discretion, refer to City Council any item requiring City approval.

5.6 Cooperation Covenant. The parties agree to cooperate with each other to effect the intent of this Agreement including, but not limited to, modifying some provisions in this Agreement (and the Covenant Agreement for Restricted AH Unit) as may be reasonably required by the California Department of Real Estate or other applicable governmental agencies.

5.7 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

ARTICLE 6. GENERAL PROVISIONS

6.1 Attorney's Fees and Costs. If any action or proceeding is brought by either party against the other under this Agreement, whether for interpretation, enforcement or otherwise, whether or not a final court judgment is entered, the prevailing party shall be entitled to reimbursement of all reasonable costs and expenses incurred by the prevailing party in such legal proceeding, including reasonable attorneys' fees, court costs and expenses and consultant and expert witness fees and expenses.

6.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in all force and effect.

6.3 Construction. The provisions of this Agreement shall be liberally construed for the purpose of effecting the intent to increase the number of affordable dwellings in City. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

6.4 Amendments. This Agreement may only be amended or modified by written agreement executed by Developer and City and recorded in the Official Records of Orange County.

6.5 Notices. Formal notices, demands and communications between City and Developer shall be sufficiently given if delivered personally, or dispatched by registered or certified mail, postage prepaid, return receipt requested, to the respective addresses of City and Developer. Such notices, demands and communications, if given in person, shall be deemed given when delivered, and, if given by mail, shall be deemed given three (3) business days after deposit in the mail. If delivered by national overnight carrier service, it shall be deemed to have been delivered the following business day. Such written notices, demands and communications may be sent to the following addresses unless either party designates by notice a different address:

City: City of Cypress
5275 Orange Ave.
Cypress CA 90630
Attn: City Manager

Copy to: Aleshire & Wynder, LLP
1 Park Plaza, Suite 1000
Irvine, CA 92614
Attn: Fred Galante, Esq.

Developer: OLSON URBAN HOUSING, LLC
3010 Old Ranch Parkway, Suite 100
Seal Beach, CA 90740
Attn: _____

6.6 Conflicts of Interest.

6.6.1 No member, official or employee of City shall have any personal interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested.

6.6.2 Developer warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement, other than normal fees paid to Developer's independent contractors, attorneys, and consultants.

6.7 Non-liability of City, City Officials and Employees. No member, official, employee, attorney or consultant of City shall be personally liable to Developer, or any successor in interest of Developer, in the event of any default or breach by City or for any amount which may become due to Developer or to its successor, or on any obligations under the terms of this Agreement.

6.8 Qualification; Authority. Developer represents, warrants and covenants to City that (a) Developer is duly formed and authorized to do business in California, (b) each individual executing this Agreement on behalf of Developer is duly authorized to execute and deliver this Agreement on behalf of Developer in accordance with authority granted under the organizational documents of such entity, and (c) Developer is bound under the terms of this Agreement.

6.9 Assignment Prohibited. Developer shall not assign or transfer any portion of this Agreement without the prior express written consent of City, which consent may be given or withheld in City's sole discretion. However, if any such assignment or transfer is to a purchaser of the entire Project, City shall not unreasonably withhold or delay its consent of the assignment provided that the purchaser shall assume all obligations under this Agreement in a form satisfactory to City.

6.10 No Waiver. The failure of Developer to enforce any term, covenant, or condition of this Agreement on the date it is to be performed shall not be construed as a waiver of City's right to enforce this, or any other, term, covenant, or condition of this Agreement at any later date or as a waiver of any term, covenant, or condition of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below.

DEVELOPER:

OLSON URBAN HOUSING, LLC, a Delaware limited liability company

By: In Town Living, Inc., a Delaware corporation
Its: Managing Member

By: _____
Todd Olson, President of Community Development

By: _____

Name: _____

Title: _____

CITY:

CITY OF CYPRESS,
a California municipal agency

By: _____
Peter Grant, City Manager

ATTEST:

By: _____
Alisha Farnell, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Fred Galante, City Attorney

EXHIBIT A

Legal Description of the Property

That certain real property in the City of Cypress, County of Orange, State of California legally described as follows:

ALL THAT CERTAIN LAND SITUATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE CITY OF CYPRESS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 16; THENCE SOUTH 582.84 FEET ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16 TO THE NORTHEASTERLY LINE OF THE PACIFIC ELECTRIC RAILWAY COMPANY'S 100 FOOT RIGHT OF WAY; THENCE NORTHWESTERLY 125.22 FEET ALONG SAID RIGHT OF WAY TO A LINE PARALLEL WITH AND WESTERLY 100 FEET FROM SAID EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE NORTH 467.80 FEET ALONG SAID PARALLEL LINE TO THE NORTH LINE OF SAID SECTION 16; THENCE EAST 100 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

EXCEPT THE NORTH 66 FEET THEREON GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED AUGUST 28, 1956 IN BOOK 3625, PAGE 548 OF OFFICIAL RECORDS.

APN: 244-472-09

EXHIBIT B

PROJECT LAYOUT

EXHIBIT C

Covenant Agreement for Restricted AH Unit

EXHIBIT C

FORM OF COVENANT AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF CYPRESS
5275 Orange Ave.
Cypress CA 90630
Attn: City Manager

APN _____

SPACE ABOVE FOR RECORDER'S USE ONLY
Exempt from recording fee per Gov. Code §§ 27383 & 6103

AFFORDABILITY COVENANTS AND RESTRICTIONS AFFECTING REAL PROPERTY AND OPTION TO PURCHASE PROPERTY SECURED BY DEED OF TRUST

(Low Income)

Owner: _____

Residence: _____
Cypress, California

THIS AFFORDABILITY COVENANTS AND RESTRICTIONS AFFECTING REAL PROPERTY AND OPTION TO PURCHASE PROPERTY SECURED BY DEED OF TRUST ("**Agreement**") is entered into as of this ___ day of _____, 202__ by and between City of Cypress, a municipal corporation ("**City**"), and _____ (jointly and severally "**Owner**"). City and Owner are sometimes referred to as a "**Party**" and jointly as the "**Parties**")

RECITALS

A. Concurrently with the recordation of this Agreement, Owner has acquired that certain condominium located within the City of Cypress, County of Orange, State of California, located at 5732 Lincoln Avenue, in the City of Cypress, County of Orange, State of California, Assessor's Parcel Number 244-472-09 and legally described in Exhibit A attached hereto and incorporated by reference ("**Residence**").

B. The Residence is part of a housing project at the above property known as "_____" under Tract Map No. _____ ("**Project**") which was developed by OLSON URBAN HOUSING, LLC, a Delaware limited liability company ("**Developer**").

C. As a condition to developing the Project, Developer was required to restrict five (5) condominium units in the Project to be affordable housing for Low Income Households at an affordable sales price. Accordingly, Developer and City entered into that certain Master Affordable Housing Covenant Agreement dated _____, 2024

(“**Developer Agreement**”).

D. Pursuant to the Developer Agreement, the use, occupancy and transfer of the Residence is restricted to qualified low income purchasers to ensure its continued availability to Low Income Households (as defined below) for a period of forty-five (45) years. The term “**Low Income Household**” means a household whoseincome does not exceed the maximum income for Low Income Households for Orange County, adjusted for household size, as annually determined by the California Department of Housing and Community Development as determined by California Health & Safety Code Section 50000 et seq. and applicable regulations adopted by the California Department of Housing and Community Development (“**HCD Laws/Regulations**”).

E. Concurrently herewith, Owner is obtaining a “silent second” loan from City in the amount of _____ Dollars ($_____) in order to assist the Owner to acquire the Residence at an affordable housing cost.(“**Qualified Purchaser Loan**”). In consideration for acquiring the Residence at an affordable housing cost, Owner agrees that the Residence shall be restricted by the covenants and restrictions as set forth in this Agreement. .

F. Owner's obligations hereunder (including all monetary / payment obligations of Owner under this Agreement) are secured by a deed of trust executed by Owner and recorded concurrently with this Agreement in the Official Records (“**City Deed of Trust**”).

NOW, THEREFORE, in consideration for Owner acquiring the Residence for less than the Original Fair Market Value, Owner agrees to the following covenants and restrictions which shall run with the Residence in favor of the City.

1. DEFINITIONS.

The following terms shall have the definitions below which can be found in the referenced sections:

“Agreement” – Preamble (page 1).

“Alternative Sale” - Section 10.2.

“Base Price” – Section 12.1.

“Breach Notice” – Section 14.

“City” – Preamble (page 1).

“City Deed of Trust” – Recital F.

“City’s Share of Appreciation” - Section 13.2.

“Default Interest” – Section 13.2.

“Default Purchase Option” – Section 15.1.

“Default Purchase Exercise Notice” – Section 15.1.

“Effective Date” – Section 2.

“Eligible Purchaser” - Section 11.2.

“Eligible Transfer” - Section 11.

“Exercise Notice” – Section 8.

"Exercise Price" – Section 8.

"Fair Market Value" – Section 9.

"First Lender" – Section 20.1.

"First Deed of Trust" – Section 21.1.

"HCD Laws/Regulations" – Recital D.

"Increased Base Price" - Section 12.1.

"Ineligible Purchaser" – Section 10.b.

"Initial Subsidy" – Section 13.2.

"Low Income Household" – Recital D

"Notice of Default" – Section 14.

"Official Records" – Section 2.

"Option" -- Section 8.

"Option Price" – Section 8.

"Original Fair Market Value" -- Recital E.

"Original Sales Price" – Recital E.

"Owner" – Preamble (page 1).

"Owner's Share of Appreciation" - Section 13.3.

"Project" – Recital B.

"Proposed Purchaser" - Section 11.1.

"Relative" – Section 3.

"Residence" – Recital A.

"Restricted Covenants" – Section 11.1(e).

"Restricted Sales Price" - Section 12.

"Subordination Agreement" – Section 21.2.

"Term" – Section 2.

"Total Appreciation" – Section 13.4.

"Transfer" - Section 5.

"Transfer Notice" – Section 7.

"Value of Capital Improvements" - Section 12.2.

2. TERM OF AGREEMENT. The covenants, restrictions and equitable servitudes in this Agreement shall burden the Residence and run in favor of and for the benefit of, the City. The term of this Agreement shall commence on the date this Agreement is recorded ("Effective Date") in the Official Records of Orange County ("Official Records") and shall continue for a term of forty-five (45) years, unless otherwise terminated as set forth in this Agreement including, but not limited to, Sections 8, 13 and/or 15 ("Term").

3. **OWNER CERTIFICATIONS**. Owner hereby certifies to City that (i) the financial and other information previously provided in order to qualify to purchase the Residence was true,

correct and complete; (ii) Owner does not own any other residential property as of the Effective Date; (iii) Owner intends to occupy the Residence as Owner's principal place of residence; and (iv) Owner is not a Relative (as defined below) of any employee, officer, board member or shareholder of Developer or any of its members, affiliates, or subsidiaries; or of any employee or official of City. "Relative" shall mean a parent, child, sibling, spouse, uncle, aunt, cousin, niece, nephew, grandparent and grandchild and shall also extend to any of the foregoing persons related through marriage (i.e. in-laws or step relationships).

4. **OCCUPANCY OF RESIDENCE; ANNUAL CERTIFICATION**.

4.1. Occupancy of Residence. Owner shall continuously occupy the Residence as his/her/their principal residence. City may grant a temporary written waiver of this occupancy requirement for good cause in its reasonable discretion. At all times, occupancy shall comply with the City's Municipal Code.

4.2. Leasing of Residence. Owner may not lease the Residence.

4.3. Annual Certification. On annual basis, Owner shall provide a certification in a form required by City that the Residence is owned and occupied by Owner.

5. **TRANSFER OF RESIDENCE**. The term "Transfer" means any sale, assignment or transfer, voluntary or involuntary, of any interest in the Residence, including, but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest, or an interest under a land sale contract by which possession of the Residence is transferred and Owner retains title. Any Transfer without satisfaction of the provisions of this Agreement is prohibited. Transfers by gift, devise, or inheritance to an existing spouse, children, surviving joint tenant, or a spouse as part of a dissolution proceeding or in connection with marriage, shall not be considered a Transfer for the purposes of this Agreement.

6. REFINANCE OF RESIDENCE.

6.1 Refinancing of First Deed of Trust. Subject to Section 6.3, Owner may refinance a loan secured by a First Deed of Trust (defined in Section 21.1) encumbering the Residence provided that City has previously reviewed and approved in writing the terms and conditions thereof including, but not limited to, the principal amount of the proposed loan, the interest rate, the terms of repayment, the identity of the maker of the proposed loan, any documentation pertaining to the subordination or enforcement of this Agreement, and the costs and fees associated with the making of the proposed loan. Owner must have received the written approval of the proposed loan by City prior to the date of its closing. In the event of a proposed refinance that includes a principal amount in excess of that needed to repay the loan secured by the First Deed of Trust, any approval by City shall include conditions which, in the sole discretion of City, are warranted in order to insure the continued affordability of the Residence. Any refinancing of a First Deed of Trust that has not been previously approved by City shall constitute a default under this Agreement.

6.2 Junior Liens. Subject to Section 6.3, Owner may enter into a loan secured by a lien junior and subordinate to this Agreement and the City Deed of Trust provided that (i) the proceeds of each loan shall be used solely to pay for repairs or the construction of improvements to the Residence which improvements are consistent with all applicable covenants and restrictions of the Project; (ii) City

has previously reviewed and approved the terms and conditions thereof, including, but not limited to, the principal amount of the proposed loan, the interest rate, the terms of repayment, the identity of the maker of the proposed loan, the costs and fees associated with the making of the proposed loan, and the nature and costs of the proposed repairs or the construction of improvements, to be paid with the proceeds thereof; and (iii) Owner shall have received the written approval of the proposed loan by City prior to the date of its closing. Without limiting the foregoing, the proceeds of the proposed loan shall not be used to pay for the construction of improvement of a luxury nature such as ground pools, spas, or interior or exterior decorative items, or improvements with an unreasonable useful life. The failure of Owner to comply fully with the provisions of this subsection when entering into a loan that is secured by a lien junior and subordinate to this Agreement shall constitute a default under this Agreement.

6.3 Notification Prior to Encumbrance or Hypothecation. If Owner desires to refinance a First Deed of Trust pursuant to Section 6.1, or to borrow funds for a new loan to be secured by a junior lien encumbering the Residence the proceeds of which are to be used to pay for repairs or the construction of improvements to the Residence pursuant to Section 6.2, prior written approval of City is required. Owner must request such approval in writing at least thirty (30) days prior to the recordation of a lien securing any such refinancing or loan, Owner shall submit in writing the following information and the applicable documents:

i. Name and address of lender.

ii. Terms of the loan, including, but not limited to, principal, interest rate, term, and loan fees.

iii. Closing date of the loan.

iv. Copy of all proposed escrow instructions, loan applications, security agreement, loan documents, and other agreements between Owner and the lender.

v. Written documentation of compliance with the conditions for City approval as set forth in Section 6.1 and 6.2, as applicable.

vi. Other written documentation reasonably requested by City.

City shall have fifteen (15) business days after its receipt of all of such information to approve or disapprove the proposed refinancing or loan. If the City does not issue its written approval within the fifteen (15) business day period, the loan shall be deemed disapproved.

7. NOTICE OF INTENDED TRANSFER. In the event Owner intends to Transfer or vacate the Residence, Owner shall promptly notify City in writing of such intent delivered at least ninety (90) days prior to the actual date of the proposed Transfer or vacation of the Residence ("**Transfer Notice**").

8. CITY PURCHASE OPTION. Upon City's receipt of a Transfer Notice, City shall have the option, but not the obligation, to purchase the Residence for the Exercise Price (defined

below) ("**Option**"). City may exercise its Option to purchase the Residence by delivering written notice of exercise to Owner within thirty (30) days of receipt of the Transfer Notice ("**Exercise Notice**"). Within ninety (90) days of the date of the Exercise Notice, City shall purchase the Residence at the **lesser** of: (i) the Fair Market Value of the Residence, or (ii) Restricted Sales Price calculated pursuant to Section 12 ("**Exercise Price**"). City may assign its right to purchase the Residence to an Eligible Purchaser or to a governmental agency or nonprofit organization that is devoted to developing or preserving low income housing. After a Transfer, if the City does not exercise the Option, the Option rights set forth herein shall remain in full force and effect and apply to any future Transfer of the Residence during the Term.

9. FAIR MARKET VALUE.

9.1. After the Effective Date, the term "**Fair Market Value**" shall have the meaning ascribed in Section 1263.320 of the California Code of Civil Procedure, as it now exists or may subsequently be amended and shall be determined by a real estate appraiser selected by City. The appraiser shall have been previously approved by the Federal National Mortgage Association or the Federal Housing Administration and at the time of the appraisal shall be on the list of approved single-family housing appraisers. If possible, the appraisal shall be based upon properties sold in the market during the three (3) month period prior to the date of the Transfer Notice. The cost of the appraisal shall be divided equally between City and Owner. In the event that improvements to the Residence have been made by Owner that increase the value of the Residence, or if damage to the Residence has occurred or deferred maintenance while Owner owned the Residence has decreased the value of the Residence, the appraisal shall specifically ascribe a value to these adjustment factors and state what the Fair Market Value of the Residence would be without such adjustments. Nothing in this Section shall preclude Owner and City from establishing the Fair Market Value of the Residence by mutual written agreement in lieu of an appraisal pursuant to this Section.

9.2. If no appraisal has been conducted pursuant to Section 9.1, and it is necessary to determine the Value of Capital Improvements made to the Residence by Owner, such determination shall be made by a real estate appraiser selected by City. The cost of the appraisal shall be divided equally between City and Owner.

10. TRANSFER BY OWNER. If City does not exercise its Option under Section 8, Owner may sell the Residence to a person of Owner's choosing ("**Proposed Purchaser**") subject to the following limitations:

a. Transfer to Eligible Purchaser: If Owner transfers the Residence in a transaction that meets the Eligible Transfer requirements in Section 11, the maximum amount that Owner may receive for the Transfer shall be the Restricted Sales Price and the transfer shall comply with the requirements in Section 11.

b. Transfer to Ineligible Purchaser: If Owner transfers the Residence in a transaction that does not meet the Eligible Transfer requirements of Section 11 ("**Alternative Sale**"), the gross proceeds of such sale less only standard closing costs (such as escrow fees, title fees, etc.) shall be divided between Owner and City pursuant to Section 13. The transferee of an Alternative Sale is referred to herein as an "**Ineligible Purchaser**".

11. ELIGIBLE TRANSFER. A Transfer of the Residence that meets the requirements set

forth in this Section 11 shall qualify as an approved Transfer to an Eligible Purchaser (as defined below) ("**Eligible Transfer**").

11.1. Disclosures and Submittals**.** Owner and the proposed purchaser ("**Proposed Purchaser**") shall provide the following information in writing and documents to City**:**

a. The name, address and telephone number of the Proposed Purchaser.

b. Financial information certified by the Proposed Purchaser in a form acceptable to City and any other supporting documentation requested by City which shall include authorization for City to verify the information provided. The financial information shall be used by City to determine the income eligibility of the Proposed Purchaser as a Low Income Household in accordance with HCD Laws/Regulations.

c. The proposed sales contract, escrow instructions and all other related documents that shall set forth the terms of the sale of the Residence.

d. A written certification from Owner and the Proposed Purchaser in a form acceptable to City that the sale shall be closed in accordance with the terms of the sales contract and other documents submitted to and approved by City. The certification shall also provide that the Proposed Purchaser or any other party has not paid and will not pay to Owner, and Owner has not received and will not receive from the Proposed Purchaser or any other party, money or other consideration, including personal property, in addition to what is set forth in the sales contract and documents submitted to City. The written certification shall also include a provision that in the event a Transfer is made in violation of the terms of this Agreement or false or misleading statements are made in any documents or certification submitted to City, City shall have the right to file an action at law or in equity to make the parties terminate and/or rescind the sale contract and/or declare the sale void or pursue damages, notwithstanding the fact that the sale may have closed and become final as between Owner and the Proposed Purchaser. In any event, any costs, liabilities or obligations incurred by Owner and the Proposed Purchaser for the return of any monies paid or received in violation hereunder or for any costs and legal expenses, shall be borne by Owner and/or the Proposed Purchaser and they shall hold City and its designee harmless and reimburse their expenses, legal fees and costs for any action they reasonably take in good faith in enforcing the terms of this Agreement.

e. Restrictive Covenants in favor of the City executed and acknowledged by the Proposed Purchaser with substantially the same terms as the terms of this Agreement in a form acceptable to the City ("**Restricted Covenants**"). City's approval of the proposed sale shall be effective upon the recordation in the Official Records of both the Restrictive Covenants and a Request for Notice of Default and a Request for Notice of Delinquency ("**Requests for Notice**") under the First Deed of Trust in favor of City. City may require the Proposed Purchaser to pay a reasonable fee to City and reimburse it for out of pocket costs to cover the costs of administering its right and obligations under this Agreement (including attorneys' fees).

f. Upon the close of the proposed sale, the escrow officer must provide to City a conformed copy of the recorded Restrictive Covenants and the Requests for Notice, a copy of the final sales contract, settlement statement, escrow

instructions, and any other document that City may reasonably request.

11.2. Eligibility of Purchaser. A Proposed Purchaser who meets the following requirements shall be an "**Eligible Purchaser**":

a. Each Proposed Purchaser shall certify to City in a form acceptable to City that he or she will occupy the Residence as his or her principal residence;

b. Each Proposed Purchaser shall not own any other real property and does not have assets that exceed the total closing costs plus twelve (12) months housing payments, including, principal, interest, taxes and insurance; and

c. The combined maximum income for all household members of the Proposed Purchaser qualifies as a Low Income Household in accordance with HCD Laws/Regulations.

12. DETERMINATION OF RESTRICTED SALES PRICE. The maximum sales price ("**Restricted Sales Price**") that Owner shall receive for an Eligible Transfer of the Residence shall be the Increased Base Price as adjusted by Section 12.2, but, in no event, shall the sales price exceed the amount specified in Section 50052.5 of the Health & Safety Code and HCD Laws/Regulations.

12.1. Increased Base Price. The "**Base Price**" of the Residence means the purchase price paid by Owner (which is set forth in Recital D for the initial Owner), inclusive of closing costs actually paid by Owner. The "**Increased Base Price**" of the Residence means the Base Price, increased by the percentage of increase for a Low Income Household adjusted for family size, for Orange County as published by the California Department of Housing and Community Development as determined by California Health & Safety Code Section 50000 et seq. and applicable regulations adopted from time to time. The increase in household income shall be computed from the date of the original purchase of the Residence by Owner to the date of Transfer Notice. In the event that such income determination is no longer published, or has not been updated for a period of at least eighteen (18) months, City may use or develop such other reasonable method as it may choose in order to determine such increase in income.

12.2. Adjusted Increased Base Price. The Increased Base Price shall also be adjusted for the Value of Capital Improvements. The "**Value of Capital Improvements**" shall mean the value of substantial structural or permanent fixed improvements that cannot be removed without substantial damage to the Residence or substantial or total loss of value of the improvements. No such valuation shall be made except for improvements (i) made or installed by or under the direction of Owner and permitted by the covenants restricting the Project; (ii) approved in advance by City or its designee; and (iii) with an initial cost of Two Thousand Dollars ($2,000) or more. The value of such improvements to be taken into account in calculation of the Increased Base Price shall be the increase in value of the Residence by reason of the improvements, and shall be determined by agreement of City and Owner, or, in the event of failure to agree, by appraisal pursuant to Section 9.2.

13. ALTERNATIVE SALE & PAYMENT TO CITY. If a Transfer is not to an Eligible

Purchaser (i.e., an Alternative Sale), Owner and City shall each receive a portion of the proceeds of the sale pursuant to this Section.

13.1. Disclosures and Submittals. Owner and Proposed Purchaser shall deliver to City the same information and documents as required by Section 11.1, except that (i) the financial statement of the Proposed Purchaser described in Section 11.2(b), and (ii) the Restrictive Covenants described in Section 11.1(e) and 11.1(f), shall not be required.

13.2. Amount Paid to City. City shall be entitled to receive the lesser of (i) its Initial Subsidy (defined below) plus the City's proportionate share of appreciation, and (ii) the sales price (provided the sales price is equal to Fair Market Value). The City's proportionate share of the Total Appreciation (defined in Section 13.4) shall be equal to the ratio of the City's Initial Subsidy to the Fair Market Value at the time of the initial sale to Owner ("**City's Share of Appreciation**"). City's Initial Subsidy means the Original Fair Market Value (as defined in Recital E) minus the Original Sales Price (as defined in Recital E), plus the Qualified Purchaser Loan and any down payment assistance from City ("**Initial Subsidy**").

City's share of sale proceeds shall be paid to City directly from escrow upon the close of the Alternative Sale. In the event the amount due to City is not paid when due, the amount due to City shall accrue interest at the rate of ten percent (10%) per annum but not to exceed the maximum amount permitted by law, commencing on the date said amount should have been paid to City until said amount is actually paid to City ("**Default Interest**").

13.3. Amount Paid to Owner. Owner shall be entitled to receive the sum of (i) his/her/their down payment, (ii) the Value of Capital Improvements, if any, plus (iii) the Owner's Share of Appreciation, but less (a) any amounts to pay off the First Lender and any other liens, and (b) closing costs to be paid by Owner. The term "**Owner's Share of Appreciation"** shall mean the Total Appreciation of the Residence less the City's Share of Appreciation.

13.4. The term "**Total Appreciation**" shall mean the Fair Market Value (as defined in Section 9.1) at the time of the sale, less the sum of (i) the Original Fair Market Value, and (ii) the Value of Capital Improvements.

14. <u>DEFAULTS AND REMEDIES</u>. UPON A BREACH OF THIS AGREEMENT BY OWNER OR THE CITY DEED OF TRUST, CITY SHALL GIVE WRITTEN NOTICE TO OWNER SPECIFYING IN REASONABLE DETAIL THE NATURE OF THE BREACH ("BREACH NOTICE"). IF THE BREACH IS NOT CURED TO THE SATISFACTION OF CITY WITHIN (I) TEN (10) DAYS AFTER DELIVERY OF THE BREACH NOTICE FOR FAILURE TO PAY ANY SUMS DUE TO THE CITY UNDER THIS AGREEMENT; (II) WITHIN THIRTY (30) DAYS AFTER DELIVERY OF THE BREACH NOTICE FOR FAILURE TO CURE ANY NON-MONETARY BREACH, AND (III) WITHIN THIRTY (30) DAYS AFTER RECORDATION OF A NOTICE OF DEFAULT UNDER ANY SENIOR NOTE OR TRUST DEED, CITY MAY ELECT TO DECLARE OWNER IN DEFAULT UNDER THIS AGREEMENT BY DELIVERING A NOTICE OF DEFAULT TO OWNER AND FIRST LENDER ("NOTICE OF DEFAULT").

Immediately following the Notice of Default, City may apply to a court of competent jurisdiction for specific performance of this Agreement, or for any such other relief at law or in equity as may be appropriate, including suit for recovery of the amount to be paid to City under

Section 13.2 plus Default Interest. Furthermore, City shall also be entitled to an award of its attorneys' fees, including the cost to City of time expended by the office of the City Attorney and other City staff and outside consultants, attorneys and other personnel involved in enforcing the terms of this Agreement.

Any default under the City Deed of Trust is a default under this Agreement. The City Deed of Trust secures the City's Share of Appreciation only.

15. PURCHASE OPTION UPON DEFAULT.

15.1. Default Purchase Option. In addition to the remedies provided in Section 14, City shall have the option to purchase the Residence for the period thirty (30) days after the Notice of Default has been delivered to Owner and First Lender ("Default Purchase Option"). City may exercise the Default Purchase Option by delivering written notice of exercise to Owner within thirty (30) days after the Notice of Default has been delivered to Owner and First Lender ("Default Purchase Exercise Notice")

15.2. Consummation of Transfer. Not later than ninety (90) days after the City delivers the Default Purchase Exercise Notice to Owner, City shall purchase the Residence at the lesser of: (i) its Fair Market Value; or (ii) its Restricted Sales Price. Owner shall fully cooperate, including execution of all documents reasonably required to consummate the transfer of the Residence in accordance with this Section.

15.3. Consideration. The Default Purchase Option is given in consideration of the economic benefits received by Owner from ownership of the Residence made possible by City requiring the Developer to sell the Residence at less than its fair market value.

16. NON-LIABILITY OF CITY. City shall not be liable or obligated to Owner or any successor-in-interest to owner by reason of its option to purchase under sections 8 and 15, or for any failure to exercise its option to purchase under those sections.

17. FANNIE MAE REQUIREMENTS.

17.1. Insurance Settlements and Condemnation Proceeds. The First Lender shall have a first claim to insurance settlements and condemnation proceeds.

17.2. Termination Upon Foreclosure or Deed in Lieu of Foreclosure. The provisions of this Agreement shall automatically terminate and be of no further force and effect upon a foreclosure or deed in lieu of foreclosure. Any mortgagee who forecloses or accepts a deed in lieu of foreclosure shall take title free and clear of this Agreement and the covenants, conditions and restrictions set forth herein, and the City shall not be entitled to any proceeds from future sales or transfer of the property after foreclosure or acceptance of a deed in lieu of foreclosure.

17.3. Non-Applicability to Private Loans. To the extent Owner obtains a loan from a private individual, the provisions of this Section 17 shall not apply. Notwithstanding the foregoing, the provisions of this Section 17 are intended to fully comply with all requirements of Fannie Mae and nothing contained in this

Section 17.3 shall be deemed to supersede any requirements of 17.1 or 17.2 as to any Fannie Mae loan.

17.4. Non-Applicability to FHA Loans. Notwithstanding any provision in this Agreement, the provisions of this Agreement are intended to fully comply with all requirements of the Federal Housing Administration (FHA) project approval requirements and nothing contained in this Agreement shall be deemed to supersede any project approval requirements imposed by FHA as to any FHA loan.

18. RESTRICTIONS OF FORECLOSURE PROCEEDS. If a creditor acquires title to the residence through a deed in lieu of foreclosure, a trustee's deed upon foreclosure sale, or otherwise, Owner shall not be entitled to the proceeds of sale to the extent that such proceeds otherwise payable to Owner when added to the proceeds paid or credited to the creditor exceed the amount owner would have received by a sale in accordance with section 11. Owner hereby irrevocably instructs the holder of such excess proceeds to pay such proceeds to city as consideration for the regulatory requirements of city allowing the residence to be sold to a household that would not otherwise have been able to afford it.

19. BINDING ON SUCCESSORS. This agreement shall be binding upon Owner, his or her heirs, legal representatives, executors, successors in interest and assigns for the term; and shall inure to the benefit of the City and its successors and assigns.

20. SUPERIORITY OF RESTRICTIVE COVENANT. Owner covenants that he/she/they have not, and will not, execute any other agreement with provisions contradictory to or in opposition to the provisions hereof, and that, in any event, this agreement is controlling as to the rights and obligations between owner (and its successors) and City.

21. RIGHTS OF BENEFICIARIES UNDER FIRST DEED OF TRUST.

21.1. This Agreement shall not diminish or affect the rights of the First Lender under **the** First Deed of Trust or any subsequent First Deed of Trust recorded against the Residence after the Effective Date in accordance with Section 6. For purposes of this Agreement, "First Lender" shall be the lender of a purchase money loan used for the purchase of the Residence which loan is secured by a deed of trust in first position on record title to the Residence as well as a permitted refinancing permitted under Section 6 ("First Deed of Trust").

21.2. Upon written request from Owner, City shall execute a subordination agreement in a form reasonably required by the First Lender subordinating this Agreement to the lien of a First Deed of Trust provided that the First Lender agrees (i) to provide notice of any default to City concurrently with such notice being provided to Owner, (ii) permit the City to cure any default under the First Deed of Trust ("Subordination Agreement"). Any Subordination Agreement shall only run to the benefit of the First Lender and any subsequent holder of the First Deed of Trust but shall not affect the rights and obligations of City or Owner under this Agreement including, but not limited to, Section 15.

22. INVALID PROVISIONS. If any one or more of the provisions contained in this agreement shall be held to be invalid, illegal or unenforceable in any respect, such provision or provisions shall be deemed severable from the remaining provisions contained in this agreement, and this agreement shall be construed as if such invalid, illegal or unenforceable

provision had never been contained herein.

23. **GOVERNING LAW**. This agreement shall be interpreted under the laws of the State of California.

24. **NOTICES**. All notices required herein shall be sent by certified mail, return receipt requested or express delivery service with a delivery receipt and shall be deemed to be effective as date received or the date delivery was refused as indicated on the return receipt as follows:

To Owner:	At the address of the Residence set forth above
To City:	City of Cypress 1415 Santa Anita Avenue Cypress, CA 91733 Attn: Community Development Director
With copy to:	City of Cypress, City Attorney Aleshire & Wynder, LLP 1 Park Plaza, Suite 1000 Irvine CA 92614
To First Lender:	At the address shown on the First Deed of Trust.

A Party may subsequently change addresses by providing written notice of the change in address to the other parties in accordance with this Section 23.

25. **ATTORNEYS' FEES.** Should either Party incur attorneys' fees in seeking the enforcement of this Agreement, whether or not a final court judgment is entered, the prevailing Party shall be entitled to reimbursement of all reasonable costs and expenses incurred by the prevailing Party in such legal proceeding, including reasonable attorneys' fees, court costs and expenses and consultant and expert witness fees and expenses.

26. **AGREEMENT APPURTENANT TO RESIDENCE; COVENANTS TO RUN WITH THE LAND.** This Agreement is appurtenant to and shall run with the Residence as a covenant and equitable servitude in favor of City and shall be binding on all subsequent owners of the Residence. The covenants and restrictions contained herein shall run with the land and shall be a burden upon the Residence and shall be enforceable by the City, its successors in interest and assigns, against the Owner(s) and his/her/their heirs, successors in interest, and assigns. Owner(s) shall furnish a copy of this instrument to any successors in interest.

27. **Further ASSURANCES.** The Parties shall execute any further documents in recordable form consistent with the terms of this Agreement as may from time to time be necessary or appropriate to effectuate the purpose of this Agreement. The City Manager is authorized to execute any further documents on behalf of City.

28. **AMENDMENT OR MODIFICATION**. No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement

executed by Owner and City.

29. CONSTRUCTION. This Agreement shall be construed according to its fair meaning as if prepared by both Parties to this Agreement and shall be construed liberally with respect to the enforcement of the affordability requirements. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

30. NO WAIVER. The failure of City to enforce any term, covenant, or condition of this Agreement on the date it is to be performed shall not be construed as a waiver of City's right to enforce this, or any other, term, covenant, or condition of this Agreement at any later date or as a waiver of any term, covenant, or condition of this Agreement.

31. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement of the Parties and supersedes all prior negotiations, discussions and previous agreements between City and Owner concerning all or any part of the subject matter of this Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of this Agreement.

32. GOOD FAITH COVENANT. The Parties agree to cooperate in good faith to effect the intent of this Agreement.

33. COUNTERPARTS. This Agreement may be signed in one or more counterparts, each of which shall constitute an original. The signature of any Party to this Agreement transmitted to any other party by facsimile or e-mail shall be deemed an original signature of the transmitting party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"OWNER"

_____

_____

"CITY"

CITY OF CYPRESS,
a California municipal agency

By: _____
Peter Grant, City Manager

ATTEST:

By: _____
Alisha Farnell, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Fred Galante, City Attorney

EXHIBIT A
LEGAL DESCRIPTION

That certain real property in the City of Cypress, County of Orange, State of California legally described as follows:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF ORANGE

On _____, 2024 before me, _____
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary

SEAL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF ORANGE

On _____, 2024 before me,
_____ Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary

SEAL

EXHIBIT D

Covenant Deed of Trust

EXHIBIT D
FORM OF COVENANT DEED OF TRUST

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

5275 Orange Ave.
Cypress CA 90630
Attn: City Manager

Exempt from payment of recording fees pursuant to Government Code § 6103.

DEED OF TRUST WITH ASSIGNMENT OF RENTS

(Securing Affordable Housing Covenants)

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS ("**Deed of Trust**") is made as of the ____ day of _____, 2024, by _____ (as "**Trustor**"), whose address is _____ Cypress, California _____, to FIDELITY NATIONAL TITLE INSURANCE COMPANY (as "**Trustee**"), for the benefit of the CITY OF CYPRESS, a California municipal corporation (as "**Beneficiary**"), whose address is 5275 Orange Ave., Cypress CA 90630.

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of Cypress, County of Orange, State of California, described as set forth on Exhibit A attached hereto and hereby incorporated herein by reference ("**Property**") together with rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) that certain Affordability Covenants and Restrictions Affecting Real Property and Option to Purchase Property Secured by Deed of Trust of even date herewith between Trustor and Beneficiary, and extensions of modifications thereof which is being recorded concurrently herewith ("**Affordable Housing Agreement**"); (2) the performance of each agreement of Trustor incorporated by reference or contained herein; and (3) payment of any and all sums and interest thereon which may hereafter be loaned to Trustor, or his or her successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

THIS DEED OF TRUST IS HEREBY MODIFIED/SUPPLEMENTED BY THE TERMS OF THAT CERTAIN RIDER TO DEED OF TRUST WHICH IS ATTACHED TO THIS DEED OF TRUST AND HEREBY INCORPORATED BY REFERENCE.

To protect the security of this Deed of Trust, and with respect to the Property, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	5039	124	Sonoma	2057	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183

Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2055	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego	SERIES 5 Book 1964, Page 149774				

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

TRUSTOR

_____

_____

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

1) To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in a good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at the option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary of Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same is such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from the date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

1) That any award in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as “the person or persons legally entitled thereto.”

5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or be a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collecting of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6) That upon default by Trustor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which

notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

TO _____, TRUSTEE:

The undersigned is the legal owner and holder of the note or notes and of all indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, an all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated _____

_____

_____

Please mail Deed of Trust,
Note and Reconveyance to _____

Do Not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

RIDER TO DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS RIDER TO DEED OF TRUST WITH ASSIGNMENT OF RENTS ("**Rider**") is attached to and incorporated by reference to that certain Deed of Trust With Assignment of Rents, executed by _____ as "**Trustor**," in which FIRST AMERICAN TITLE COMPANY is "**Trustee**," in favor of the CITY OF CYPRESS, a California municipal corporation, as "**Beneficiary**." The Deed of Trust, as hereby modified/supplemented by this Rider, is hereinafter referred to as the "**Deed of Trust**."

All terms which are not defined in this Deed of Trust shall have the meaning given in the Affordable Housing Agreement.

The parties hereto agree:

1. Obligations Secured. Trustor makes this grant and assignment for the purpose of securing the following obligations:

a. Payment and performance of all obligations of Trustor under this Deed of Trust;

b. Payment of all obligations of Trustor under the Affordable Housing Agreement;

c. Payment of all future advances and other obligations of Trustor or any other person, firm, or entity with the approval of Trustor, may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Beneficiary, when the obligation is evidenced by a writing which recites that it is secured by this Deed of Trust; and

d. All modifications, extensions and renewals of any of the obligations secured hereby, however evidenced.

2. No Renting or Leasing. Trustor acknowledges and agrees that Trustor shall occupy the Property as Trustor's principal residence in accordance with the Affordable Housing Agreement and shall not rent or lease the Property. Nothing in the Deed of Trust including the assignment of rents shall be interpreted or construed to permit the Trustor to rent or lease the Property.

3. Mortgagee-in-Possession. Neither the assignment of rents set forth in the Deed of Trust nor the exercise by Beneficiary of any of its rights or remedies hereunder shall be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise liable in any manner with respect to the Property, unless Beneficiary, in person or by agent, assumes actual possession thereof. Nor shall appointment of a receiver for the Property by any court at the request of Beneficiary or by agreement with Trustor, or the entering into possession of the Property by such receiver, be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise liable in any manner with respect to the Property.

4. Restriction on Transfer of Property; Beneficiary's Right to Accelerate. In no event shall Borrower transfer any portion of the Property in violation of the Affordable Housing Agreement without the prior express written consent of Beneficiary which consent shall be given by Beneficiary only in the event that Beneficiary determines that the assignee or transferee is an Eligible Purchaser, that the assignee's or transferee's monthly housing payments are at an Affordable Housing Cost, and that the assignee or transferee has expressly assumed the Note and the Affordable Housing Agreement by execution of a written assignment document to be provided by the Beneficiary. Violation of the transfer restrictions can result in the acceleration of Note as provided in the Affordable Housing Agreement.

5. No Cure. In the event Beneficiary collects and receives any rents under the Deed of Trust upon any default hereof, such collection or receipt shall in no way constitute a curing of the default.

6. Waiver. No delay or omission by Beneficiary in exercising any right or power accruing upon the compliance or failure of performance by Trustor hereto under the provisions of this Deed of Trust shall

impair any such right or power or be construed to be a waiver thereof. A waiver by Beneficiary of a breach, default or any other failure of performance by Trustor of any of the covenants, conditions or agreements hereof to be performed by Trustor shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

7. Default. Any default under the Affordable Housing Agreement shall be deemed a default under this Deed of Trust.

IN WITNESS WHEREOF, Trustor has executed this Rider to be effective for all purposes as of the day and year first set forth above.

TRUSTOR:

_____

_____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

All that certain property located in the City of Cypress, County of Orange, State of California, legally described as follows:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____, 2024 before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ 2024, before me, _____, Notary Public, personally appeared _____,who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

[SEAL]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ 2024, before me, _____, Notary Public, personally appeared _____,who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

[SEAL]

SALE AGREEMENT AND ESCROW INSTRUCTIONS

This SALE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is dated for identification purposes April 15, 2024, and is entered into by and between the CITY OF CYPRESS a California municipal corporation ("City"), and OLSON URBAN HOUSING, LLC, a Delaware limited liability company ("Buyer"). Buyer and Seller are at times hereinafter individually referred to as a "party" and collectively as the "parties." The parties agree as follows:

I. (§100) PURPOSE OF THE AGREEMENT

City owns that real property located at 5732 Lincoln Avenue, in the City of Cypress, County of Orange, State of California, Assessor's Parcel Number 244-472-09, and legally described on Attachment 1 attached hereto ("**Site**").

Buyer intends to construct twenty (20) townhouse-style Residential Units, as defined below, which will consist of fifteen (15) market-rate units ("Market Rate Units") and five (5) affordable to Low-Income Households, as defined below ("Affordable Units"), with appropriate amenities including, but not limited to landscaped common areas, parking and recreational areas.

As material inducement and consideration for City to enter into this Agreement is Buyer's covenant and agreement to restrict the sale of the Affordable Units to purchasers who are Low Income Households for a period of 45-years. The affordability restrictions are material consideration to City and City would not enter into this Agreement without the affordability restrictions.

This Project, as defined below, is in the best and vital interests of City and the health, safety and welfare of the residents and taxpayers in the City, and is in accord with the public purposes and provisions of applicable state and local laws. Construction of the Project will provide additional jobs as well as provide affordable housing in accordance with the purposes and goals of City. The Site is subject to a current license between City and Frutos Farms ("Licensee") allowing Licensee to operate an organic fruits and vegetable farming operation on the Site.

The transfer of the Site by City to Buyer pursuant to this Agreement is made in compliance with the Surplus Land Act at California Government Code Sections 54220 et. seq. and the applicable regulations, which applies to the disposition of surplus real estate by governmental agencies. Pursuant to Government Code Section 54222.5, this Agreement requires Buyer to restrict the sale of not less five (5) of the Residential Units for Qualified Purchasers at an Affordable Purchase Price, as defined below.

II. (§200) DEFINITIONS

The following terms as used in this Agreement shall have the meanings given unless expressly provided to the contrary:

A. (§ 201) Affiliate.

The term "**Affiliate**" shall mean any person or entity directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with Buyer, which shall include, without limitation, each of the constituent members of Buyer. For this provision, "**control**" means (i) with respect to a person that is a corporation, the right to exercise, directly or indirectly, at least fifty percent (50%) of the voting rights attributable to the shares of the controlled corporation, and (ii) with respect to a person that is not a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled person.

B. (§ 202) Affordable Purchase Price.

The term "**Affordable Purchase Price**" shall mean the maximum authorized purchase price that may be paid by a Low Income Household, as such term is defined herein.

C. (§ 203) Affordable Units.

The term "**Affordable Units**" shall mean five (5) of the Residential Units and restricted by this Agreement and the Regulatory Agreement for sale to Qualified Purchasers at an Affordable Purchase Price.

D. (§ 204) Agreement.

The term "**Agreement**" shall mean this entire Agreement, including all exhibits, which attachments are a part hereof and incorporated herein in their entirety, and all other documents incorporated herein by reference. The Attachments included with this Agreement include the following:

Attachment No. 1	Legal Description of Site
Attachment No. 1-A	Site Map
Attachment No. 3	Schedule of Performance
Attachment No. 4	Grant Deed
Attachment No. 5	Note
Attachment No. 6	Deed of Trust
Attachment No. 7	Regulatory Agreement

E. (§ 205) Intentionally Omitted.

F. (§ 206) City.

The term "**City**" shall mean City of Cypress, California.

G. (§ 207) Closing and Closing Date.

The term **"Closing"** shall mean the closing of Escrow by the Escrow Agent distributing the funds and documents received through Escrow to the party entitled thereto as provided herein, which closing shall occur on or before the date established in the Schedule of Performance. The **Closing Date** shall be the date for the Closing specified in the Schedule of Performance.

H. (§ 208) Days.

The term "**days**" shall mean calendar days and the statement of any time period herein shall be calendar days, and not working days, unless otherwise specified.

I. (§ 209) Deed of Trust.

The term "Deed of Trust" shall mean the Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing which secures the Note, in the attached hereto as Attachment No. 6. The Deed of Trust shall be recorded on the Site at the Closing.

J. (§ 210) Deposit.

The term **"Deposit"** shall mean the sum of Five Thousand Dollars ($5,000) to be deposited by Buyer with Escrow Agent.

K. (§ 211) Effective Date.

The term "**Effective Date**" shall mean the date this Agreement is executed on behalf of City and Buyer after it has been approved by the City Council after a public hearing.

L. (§ 212) Enforced Delay.

The term "**Enforced Delay**" shall mean any delay described in Section 903 caused without fault and beyond the reasonable control of a party, which delay shall justify an extension of time to perform as provided in Section 903.

M. (§ 213) Escrow.

The term "**Escrow**" shall mean the escrow established with Escrow Agent as defined below, pursuant to this Agreement for the conveyance of title to the Site from City to Buyer.

N. (§ 214) Escrow Agent.

The term "**Escrow Agent**" shall mean First American Title Company which shall act as the Escrow Agent for this transaction. The Escrow Agent contact shall be Jeanne Gould, Escrow Officer, First American Title Company, 18500 Von Karman #600 Irvine, CA 92612 jagould@firstam.com.

O. (§ 215) Grant Deed.

The term "**Grant Deed**" shall mean that Grant Deed in the form attached hereto as Attachment No. 4 by which City as grantor will convey fee title of the Site to Buyer as grantee.

P. (§ 216) Low Income Household.

The term "**Low Income Household**" shall mean a household whose income does not exceed the maximum income for Low Income Households for Orange County adjustable for household size as annually determined by regulation of the California Department of Housing and Community Development, promulgated pursuant to Health and Safety Code Section 50093, or any successor statute.

Q. (§ 217) Note.

The term "Note" shall refer to that certain Promissory Note Secured by Deed of Trust in the principal amount equal to the Purchase Price evidencing Developer's obligation to pay the full amount of the Purchase Price to the City. The Note shall be in the form attached hereto as Attachment No. 5 and secured by the Deed of Trust.

R. (§ 218) Project.

The term "**Project**" shall mean all of the improvements constructed by Buyer on the Site in accordance with this Agreement.

S. (§ 219) Project Completion.

The term "**Project Completion**" shall mean that all improvements to be constructed on the Site as part of the Project have been completed in accordance with this Agreement and the City has conducted all applicable inspections and issued all approvals of such work to the extent required by applicable law.

T. (§ 220) Purchase Price.

The term "**Purchase Price**" means the sum of One Million Six Hundred Twenty-Nine Thousand Dollars ($1,629,000). The Purchase Price is equal to or greater than the fair market value of the Site as determined by an appraisal prepared by Thompson & Thompson, dated February 22, 2024.

U. (§ 221) Qualified Purchaser.

The term "**Qualified Purchaser**" shall mean those persons who satisfy all of the requirements to purchase an Affordable Unit, which requirements are described in detail in the Regulatory Agreement.

V. (§ 222) Regulatory Agreement.

The term "**Regulatory Agreement(s)**" shall mean the Regulatory Agreement and Declaration of Covenants and Restrictions attached hereto as Attachment No. 7 running with the land and providing for the proper maintenance of common facilities and improvements and the management and use of the Project, which also sets forth the limitations on occupancy, residency, and use of the Affordable Units.

W. (§ 223) Residential Unit.

The term "**Residential Unit**" shall mean and refer to each of the condominium residences which will be part of the Project . "**Residential Units**" shall mean and refer collectively to each and every Residential Unit located on the Site.

X. (§ 224) Senior Financing.

The term "**Senior Financing**" and terms related to it shall refer to the following: the loan(s) taken out by Buyer from third party lenders to fund the construction of the Project ("**Construction Loan**") including any refinancing of same. Subject to the conditions set forth in Section 515 and the Regulatory Agreement shall be subordinated to the Senior Financing, as evidenced by such subordination agreements as may be required by the lender(s) for the Senior Financing. Senior Financing and subordination thereto is more particularly described in Section 515.

Y. (§ 225) Site.

The term "**Site**" shall have the meaning as defined in Section 100 consisting of approximately 47,916 square feet and as legally described on Attachment No. 1.

Z. (§ 226) Site Map.

The Project shall be located upon the Site as shown in the "Site Map" attached hereto as Attachment No. 1-A.

AA. (§ 227) Title.

The term "**Title**" shall mean the fee title to the Site which shall be conveyed to Buyer by the Grant Deed subject only to the exceptions specified in Section 407.

BB. (§ 228) Title Company.

The term "**Title Company**" shall mean First American Title Insurance Company.

III. (§300) PARTIES TO THE AGREEMENT

A. (§301) City.

1. Identification. City is a public body, corporate and politic, exercising governmental functions and powers, organized and existing under the laws of the State of California. The office of City is located at 5275 Orange Ave Cypress CA 90630. The term "**City**," as used in this Agreement, includes the City of Cypress City and any assignee of, or successor to, its rights, powers and responsibilities.

2. FIRPTA. City is not a "foreign person" within the parameters of the Foreign Investment in Real Property Tax Act ("**FIRPTA**")or any similar state statute, or is exempt from the provisions of FIRPTA or any similar state statute, or City has complied and will comply with all the requirements under FIRPTA or any similar state statute.

3. No Conflict. City's execution, delivery and performance of its obligations set forth in this Agreement will not constitute a default or a breach under any contract, agreement or order to which City is a party or by which it is bound.

4. No Litigation. To City's actual knowledge, there is no threatened or pending litigation against City challenging the validity of this Agreement or any of the actions proposed to be undertaken by City or Buyer pursuant to this Agreement. "**Actual knowledge**," as used herein, shall not impose a duty of investigation, and shall be limited to the actual knowledge of City's employees and agents who have participated in the preparation of this Agreement and Buyer's acquisition of the Site.

5. City's Participation. City's participation in the Project is solely a Seller and the governmental authority having jurisdiction over the Site. City is not participating in the Project as a Buyer or owner. Any actions by City which are not fully consistent with City's role as a seller are intended only to carry out routine government functions and impose constitutionally or statutorily authorized conditions acceptable to Buyer. As such, the Project and City's participation through this Agreement are outside the scope of California Constitution Article XXXIV and its enabling legislation. Further, the Project is exempt from the requirements of California Constitution Article XXXIV pursuant to Health and Safety Code Section 37001(d), as newly constructed, privately owned, one-to-four family dwellings not located on adjoining sites.

B. (§302) Buyer.

1. Identification. Buyer is Olson Urban Housing, LLC, a Delaware limited liability company, or its transferee as permitted in Section 303.3. The principal office of Buyer for the purposes of this Agreement is located at 3010 Old Ranch Parkway, Suite 100, Seal Beach, CA 90740. Buyer warrants and represents to City that Buyer is and will be qualified to do business, is in good standing under the laws of the State of California, and has all requisite power and authority to carry out Buyer's business as now and whenever conducted and to enter into and perform Buyer's obligations under this Agreement.

2. Successors and Assigns. Except as may be expressly provided herein below, all of the terms, covenants, and conditions of this Agreement shall be binding on, and shall inure to the benefit of, Buyer and the permitted successors, assigns and nominees of Buyer as to each portion of the Site. Wherever the term "**Buyer**" is used herein, such term shall include any permitted successors and assigns of Buyer as herein provided.

3. Qualifications. The qualifications and identity of Buyer are of particular concern to City, and it is because of such qualifications and identity that City has entered into this Agreement with Buyer. City has considered the experience, financial capability, and product being marketed by Buyer, the Site location and characteristics, the public costs of acquiring and developing the Site and return on investment, and the product mix necessary to produce a Project. Based upon these considerations, City has imposed those restrictions on transfer set forth in this Agreement.

C. (§303) Restrictions on Transfer.

1. Transfer Defined. As used in this Section, the term "**Transfer**" shall include any assignment, hypothecation or conveyance, of this Agreement, the Site, or the improvements thereon. A Transfer shall also include the transfer to any person or group of persons acting in concert of more than forty nine percent (49%) of the present ownership and/or control of Buyer in the aggregate, taking all transfers into account on a cumulative basis, except transfers of such ownership or control interest between members of the same immediate family, or transfers to a trust, testamentary or otherwise, in which the beneficiaries are limited to members of the Transferor's immediate family. In the event Buyer or its successor is a corporation or trust, such Transfer shall refer to the Transfer of the issued and outstanding capital stock of Buyer, or of beneficial interests of such trust. In the event that Buyer is a limited or general partnership, such Transfer shall refer to the Transfer of more than forty nine percent (49%) of the limited or general partnership interest. In the event that Buyer is a joint venture, such Transfer shall refer to the Transfer of more than forty-fine percent (49%) of the ownership and/or control of any such joint venture partner, taking all Transfers into account on a cumulative basis.

2. Restrictions Prior to Completion. Prior to Project Completion Buyer shall not Transfer this Agreement or any of Buyer's rights hereunder, or any interest in the Site or in the improvements thereon, directly or indirectly, voluntarily or by operation of law, except as provided below in item 3 immediately below, without the prior written approval of City, which shall not be unreasonably withheld, and if there is a Transfer the same shall be null and void. In considering whether it will grant approval to any Transfer by Buyer of its interest in the Site before Project Completion, which Transfer requires City approval, City shall consider factors such as (i) whether the completion or implementation of the Project is jeopardized; (ii) the financial strength and capability of the proposed assignee to perform Buyer's obligations hereunder; and (iii) the proposed assignee's experience and expertise in the planning, financing, development, ownership, and operation of similar projects.

In the absence of a specific written agreement by City, prior to completion of the Project Completion, no Transfer by Buyer of all or any portion of its interest in the Site or this Agreement (including without limitation an assignment or transfer not requiring City approval hereunder) shall be deemed to relieve it or any successor party from any obligations under this Agreement with respect to the completion of the development of the Project with respect to that portion of the Site which is so transferred. In addition, no attempted assignment of any of Buyer's obligations hereunder shall be effective unless and until the successor party executes and delivers to City an assumption agreement, in a form reasonably approved by City, assuming such obligations.

3. Exceptions. The foregoing prohibitions on Transfer shall not apply to any of the following, all of which shall constitute "**Permitted Transfers**" and shall not require the prior consent of City:

a. Any mortgage, deed of trust, or other form of conveyance for financing, as provided in Section 512, but Buyer shall notify City in advance of any such mortgage, deed of trust, or other form of conveyance for financing pertaining to the Site.

b. Any mortgage, deed of trust, or other form of conveyance for restructuring or refinancing of any amount of indebtedness described in subsection (a)

above, provided that the amount of indebtedness incurred in the restructuring or refinancing does not exceed the outstanding balance on the debt incurred to finance the acquisition of and improvements on the Site, including any additional costs for completion of construction, whether direct or indirect, based upon the estimates of architects and/or contractors.

c. The granting of dedications, easements or licenses to any appropriate governmental agency; utility or permits to facilitate the development and/or operation of Project and/or creation of covenants, conditions and/or restrictions to facility development of the Project.

d. A Transfer resulting from or in connection with a reorganization as contemplated by the provisions of the Internal Revenue Code of 1986, as amended or otherwise, in which the ownership interests of a corporation are assigned directly or by operation of law to a person or persons, firm or corporation which acquires the control of the voting capital stock of such corporation or all or substantially all of the assets of such corporation.

e. A Transfer of forty-nine percent (49%) or more of ownership or control interest between members of the same immediate family, or Transfers to a trust, testamentary or otherwise, in which the beneficiaries consist solely of immediate family members of the Trustor or Transfers to a corporation or partnership in which the immediate family members or shareholders of the Transferor have a controlling majority interest of fifty-one percent (51%) or more.

f. A Transfer to a California limited partnership or limited liability company in which Buyer, or an Affiliate of Buyer, is a general partner or managing member.

g. The admission of a nonprofit corporation or a limited liability company wholly owned by a nonprofit corporation as a managing general partner of Buyer, or the permitted successor thereof.

h. Sale of Residential Units in accordance with this Agreement.

4. Restrictions After Completion. Subsequent to Project Completion, except as set forth in Section 303.3 above, Buyer may not sell, Transfer, convey, hypothecate, assign or lease all or any portion of its interest in the Site without complying with any Transfer restrictions contained within the Grant Deed and the Regulatory Agreement, as applicable.

IV. (§400) ACQUISITION AND DISPOSITION OF THE SITE

A. (§401) Purchase Price of Site.

The Purchase Price of the Site shall be payable through Buyer's delivery to City of the Note and shall be secured by the Deed of Trust recorded against the Site at the Closing. Interest shall accrue on the Note at the prime rate for the United States, as published in the Wall Street Journal, in effect as of the date of the Closing. The Note shall be repaid by Buyer's payment to City of one-fifth ($1/5^{th}$) of the original principal amount of the Note, plus interest accrued thereon, concurrently with the sale of each of the Affordable Units. The City shall use the repayment proceeds to make the Qualified Purchaser Loans to the

purchasers of the Affordable Units. The Note and Deed of Trust shall be subordinate to the lien of the Senior Financing obtained by Buyer for the construction of the Project as provided in Section 515 hereof.

B. (§402) Disposition of the Site.

On the Closing Date City shall convey the Site to Buyer pursuant to the Grant Deed. Buyer shall accept the conveyance of the Site upon the terms and conditions set forth in the Grant Deed, the Regulatory Agreement, and this Agreement. Buyer agrees to develop the Site with Residential Units of which five (5) shall be Affordable Units restricted for sale to Qualified Purchasers.

C. (§403) Escrow.

Escrow shall be opened within the time specified in the Schedule of Performance. This Agreement shall constitute the joint escrow instructions of City and Buyer to Escrow Agent for the Site, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the Opening of Escrow, as defined in the Schedule of Performance. Escrow Agent is empowered to act under these instructions. City and Buyer shall promptly prepare, execute, and deliver to the Escrow Agent such additional Escrow instructions consistent with the terms herein as shall be reasonably necessary. No provision of any additional Escrow instructions shall modify this document without specific written approval of the modifications by Buyer and City.

D. (§404) Deposit.

Upon Opening of Escrow in accordance with the Schedule of Performance, Buyer shall deliver the Deposit directly to Escrow Agent.

E. (§405) Conditions to Close of Escrow for Acquisition by Buyer.

1. Buyer's Conditions to Closing. Buyer's obligation to accept the Site and to close Escrow hereunder, shall, in addition to any other conditions set forth herein in favor of Buyer, be conditional and contingent upon the satisfaction, or waiver by Buyer, of each and all of the following conditions (collectively, "**Buyer's Conditions to Closing**") by the Closing Date or earlier to the extent provided in the Schedule of Performance:

a. Buyer shall have approved the environmental condition of the Site as set forth in Section 409. Buyer shall have received any and all approvals required under CEQA.

b. Title Company is committed to issue Buyer's Title Policy insuring Title to the Site is vested in Buyer subject only to the exceptions specified in Section 407.4(i).

c. City shall have deposited into Escrow certificates ("**FIRPTA Certificates**") in such form as may be required by the Internal Revenue service pursuant to Section 1445 of the Internal Revenue Code.

d. City shall have deposited the executed Grant Deed into Escrow.

e. Buyer shall have obtained from City all required discretionary approvals, including site plan review, conditional use, and subdivision approvals for development of the Site as the Project, including, without limitation, those set forth in Section 502 and a grading permit is ready to be issued to Buyer solely upon Buyer's posting of applicable bonds and payment of applicable fees (collectively "**Entitlements**").

f. Buyer shall complete and deliver to Escrow a preliminary change of ownership form for Orange County.

g. Buyer shall have determined that the acceptance and development of the Site is financially feasible.

h. Buyer shall have approved the physical condition of the Site and the Project.

i. City shall have deposited or caused to be deposited into Escrow all the documents required under Section 406.3.

j. Any waiver of the foregoing conditions shall be in Buyer's sole discretion and must be express and in writing. In the event that the foregoing conditions have not been satisfied by the Closing Date, Buyer may terminate this Agreement by delivering a written notice in accordance with Section 411.

2. City's Conditions to Closing. City's obligation to convey the Site and City's obligation to close Escrow hereunder, shall, in addition to any other conditions set forth herein in favor of City, be conditional and contingent upon the satisfaction, or waiver by City, of each and all of the following conditions (collectively, "**City's Conditions to Closing**") within the time provided in the Schedule of Performance:

a. Title Company is committed to issue City's Title Policy insuring the lien of the Deed of Trust subject to conditions and exceptions specified in Section 407.4(ii).

b. Buyer shall have timely submitted to City plans and drawings for all improvements to be constructed on the Site, including for site plan review, conditional use, building, grading, landscaping and other plans and drawings, as provided in Section 502 and all necessary plans shall have been reviewed or revised as required by Buyer and City. All approvals pursuant to CEQA shall have been approved as final.

b. Buyer shall not have made or attempted to make a Transfer in violation of Section 303.

c. Buyer shall have deposited into Escrow all documents required in the Schedule of Performance executed and acknowledged.

d. Buyer has deposited the Acceptance of Grant Deed into Escrow to be attached to the Grant Deed prior to recordation.

e. Buyer shall have deposited or caused to be deposited into Escrow all the documents required under Section 404.

Any waiver of the foregoing conditions must be express and in writing. In the event that the foregoing conditions are not satisfied prior to the Closing Date, City may terminate this Agreement by delivering a written notice in accordance with Section 411.

3. Both Parties' Conditions to Closing. In accordance with the Schedule of Performance, Buyer and City shall execute and deliver one or more certificates ("**Taxpayer ID Certificate**") in such form as may be required by the IRS pursuant to Section 6045 of the Internal Revenue Code, or the regulations issued pursuant thereto, certifying as to the description of the Site, date of closing, gross price, and taxpayer identification number for Buyer and City. In accordance with the Schedule of Performance, Buyer and City shall cause to be delivered to the Escrow Agent such other items, instruments and documents, and the parties shall take such further actions, as may be necessary or desirable in order to complete the Closing. At the Closing neither party shall be in breach of its obligations hereunder.

F. (§406) Conveyance of the Site.

1. Time for Conveyance. Escrow shall close on the "**Closing Date**" specified in the Schedule of Performance. Possession of the Site shall be delivered to Buyer by the City concurrently with the conveyance of Title to Buyer. Notwithstanding anything to the contrary in this Agreement if the Closing Date falls on a Monday it shall be extended to the next business day.

2. Escrow Agent to Advise of Costs. By the date provided in the Schedule of Performance, the Escrow Agent shall advise City and Buyer in writing of the fees, charges, and costs necessary to clear Title and close Escrow, and of any documents which have not been provided by said party and which must be deposited in Escrow to permit timely Closing.

3. Deposits by City Prior to Closing. In accordance with the Schedule of Performance, City shall execute, acknowledge and deposit into Escrow all documents and materials required of City to close Escrow.

4. Deposits by Buyer Prior to Closing. In accordance with the Schedule of Performance, Buyer shall execute, acknowledge and deposit into Escrow all documents, funds and materials required of Buyer to close Escrow.

5. Recordation and Disbursement of Funds. Upon the completion by City and Buyer of the deliveries and actions specified in these Escrow instructions precedent to Closing, the Escrow Agent shall be authorized to (i) buy, affix and cancel any documentary stamps and pay any transfer tax and recording fees, if required by law, and thereafter cause to be recorded in the appropriate records of Orange County, California, in the following order: the Grant Deed, the Regulatory Agreement, and any other appropriate instruments delivered through this Escrow, if necessary or proper to, and provided that the Title can vest in Buyer in accordance with the terms and provisions herein. Concurrent with recordation, Escrow Agent shall deliver (i) Buyer's Title Policy to Buyer insuring Title and conforming to the requirements of Section 407.4(i). Following recordation, the Escrow Agent shall deliver copies of said instruments to Buyer and City.

G. (§407) Title Matters.

1. Condition of Title. City shall convey to Buyer Title to the Site subject only to: (i) this Agreement, the Grant Deed, and the Regulatory Agreement; (ii) current taxes, a lien not yet payable; (iii) quasi-public utility, public alley and public street easements of record approved by Buyer, which approval shall not be unreasonably withheld; and (iv) covenants, conditions and restrictions, reciprocal easements, other encumbrances and Title exceptions approved by Buyer pursuant to Section 407.3. The City, at its cost, shall remove all other liens on the Site of any kind prior to the Closing.

2. City Not to Encumber Site. City hereby warrants to Buyer that it has not and will not, from the Effective Date of this Agreement through Closing, transfer, sell, hypothecate, pledge, or otherwise encumber the Site without express written permission of Buyer.

3. Approval of Title Exceptions. Prior to the date in the Schedule of Performance, City shall deliver a preliminary report for the Site, dated no earlier than the Effective Date, to Buyer including copies of all documents referenced therein ("**Title Report**"). Prior to the date in the Schedule of Performance ("**Title Approval Date**"), Buyer shall deliver to City written notice, with a copy to Escrow Agent, specifying in detail any exception disapproved and the reason therefor. If on or before the Title Approval Date Buyer fails to deliver any written notice objecting to Title, Buyer shall be deemed to have approved Title to the Site. Prior to the date in the Schedule of Performance, City shall deliver written notice to Buyer as to whether City will or will not cure (meaning removal of the disapproved exception from Title and not issuance of an endorsement related thereto) the disapproved exceptions. If City elects not to cure the disapproved exceptions, Buyer may terminate this Agreement without any liability of City to Buyer, or Buyer may withdraw its earlier disapproval. If City elects to cure the disapproved exceptions, City shall do so on or before the Closing. If, after the Title Approval Date, Buyer receives a supplement to the Title Report from the Title Company setting forth any new matter of record encumbering the Site which was not set forth on the original Title Report (or any previous supplement thereto) and of which Buyer was not otherwise aware as of the Title Approval Date ("**New Title Matter**"), Buyer may, on or prior to 5:00 p.m. P.S.T. on the third (3rd) business day following Buyer's receipt of notice of such New Title Matter ("**New Matter Approval Date**"), object to such New Title Matter by sending written notice thereof to City and Escrow Holder; provided, however, City shall remove any monetary liens which constitute New Title Matters regardless of whether Buyer timely objects to such monetary liens. Buyer's failure to object in writing to any New Title Matter on or prior to the New Matter Approval Date shall be automatically deemed to be Buyer's approval of such New Title Matter and such New Title Matter shall thereafter be deemed to be a permitted encumbrances. If Buyer delivers written objection to any New Title Matter on or prior to the New Matter Approval Date applicable thereto, and City does not deliver as of 5:00 p.m. P.S.T. on the fifth (5th) business day following the New Matter Approval Date ("**City Response Date**") written notice that City covenants and agrees to remove prior to the Closing such New Title Matter objected to by Buyer, then Buyer may terminate this Agreement by delivery of written notice thereof to City and Escrow Holder on or before 5:00 p.m. P.S.T. on the second (2nd) business day following City Response Date ("**New Matter Termination Date**"). Buyer's failure to terminate this Agreement in writing as a result of any New Title Matter on or prior to the New Matter Termination Date shall constitute Buyer's waiver of its right to terminate this Agreement as a result of such New Title Matter.

4. Title Policies

(i) **Buyer's Title Policy**. At the Closing, Title Company shall issue to Buyer an ALTA standard coverage owner's policy of Title insurance ("**Buyer's Title Policy**") with Title to the Site vested in Buyer in accordance with this Agreement with an insured amount equal to the Purchase Price containing only exceptions which have been approved, waived or caused by Buyer in accordance with this Section 407. Buyer's Title Policy shall include any available additional Title insurance, extended coverage or endorsements that Buyer requests. However the issuance of such additional Title insurance, extended coverage or endorsements shall not be a condition to Buyer's obligations under this Agreement.

(ii) **City's Title Policy**. At the Closing, the Title Company shall issue to City an ALTA loan policy of title insurance in the amount of the Note ("**City's Title Policy**") with title to the Site vested in Developer and insuring the Deed of Trust against the Site subject only to the Senior Financing and such exceptions as approved by City, together with any endorsements as reasonably required by City.

H. (§408) Intentionally Omitted.

I. (§409) Condition of Site.

1. Site Assessment and Remediation. Buyer shall be responsible for conducting assessments of the Site and for any required remediation if Buyer accepts the Site pursuant to the terms of this Agreement. City is conveying the Site in an "AS-IS" condition and shall not be responsible for any Hazardous Materials brought to or released on the Site. Buyer understands that the provisions of this Section 409 is material to City's entering into this Agreement. Within ten (10) days following the Opening of Escrow, Escrow Agent shall order a natural hazard disclosure report from Disclosure Source and deliver same to Buyer ("**NHD Report**").

2. Disclaimer of Warranties. Upon the Closing, Buyer shall accept the Site in its "AS-IS" condition and shall be responsible for any defects in the Site, whether patent or latent, including, without limitation, the physical, environmental, and geotechnical condition of the Site and the existence of any contamination, Hazardous Materials, vaults, debris, pipelines, abandoned wells or other structures located on, under or about the Site. City makes no representation or warranty concerning the physical, geotechnical or other condition of the Site, the suitability of the Site for the Project, or the present use of the Site, and specifically disclaims all representations or warranties of any nature concerning the Site made by City or City and their employees, agents and representatives. The foregoing disclaimer includes, without limitation, hazardous materials, topography, climate, air, water rights, utilities, present and future zoning, soil, subsoil, the purpose for which the Site is suited, or drainage. Moreover, City makes no representation or warranty concerning the compaction of soil upon the Site, nor of the suitability of the soil for construction.

3. Right to Enter Site; Indemnification.

In accordance with the separate Due Diligence Entry License, Buyer and City approved providing Buyer the right to enter upon the Site to conduct soils, engineering, or other tests and studies, to perform preliminary work or Site investigation or for any other

purposes to carry out the terms of this Agreement. Buyer shall provide copies of all non-proprietary investigations and reports for the Site subject to the rights and requirements of the preparers of same.

4. Hazardous Materials. Developer understands and specifically agrees that in the event Developer incurs any loss or liability concerning Hazardous Materials (as hereinafter defined) and/or oil wells and/or underground storage tanks and/or pipelines whether attributable to events occurring prior to or following the Closing, then Developer may look to current or prior owners of the Site, but under no circumstances shall Developer look to City or City for any liability or indemnification regarding Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines. From and after the Closing Buyer, and each of the entities constituting Buyer, if any, hereby waives, releases, remises, acquits and forever discharges City and its directors, officers, employees, and agents, and their respective heirs, successors, personal representatives and assigns, of and from any and all Environmental Claims, Environmental Cleanup Liability and Environmental Compliance Costs, as those terms are defined below, and from any and all actions, suits, legal or administrative orders or proceedings, demands, actual damages, punitive damages, loss, costs, liabilities and expenses related thereto. It is the intention of the parties pursuant to this release that any and all responsibilities and obligations of City, and any and all rights, claims, rights of action, causes of action, demands or legal rights of any kind of Buyer, its successors, assigns or any affiliated entity of Buyer, against City, arising by virtue of the physical or environmental condition of the Site, the existence of any Hazardous Materials thereon, or any release or threatened release of Hazardous Material therefrom, arising solely from Hazardous Materials, whether existing prior to, at or after the Closing, are by this Release provision declared null and void and of no present or future force and effect as to the parties; provided, however, that no parties other than the Indemnified Parties (defined below) shall be deemed third party beneficiaries of such release. **In connection therewith, Buyer and each of the entities constituting Buyer, expressly agree to waive any and all rights which said party may have under Section 1542 of the California Civil Code which provides as follows:**

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

BUYER'S INITIALS: _____ CITY'S INITIALS: _____

For purposes of this Section 409, the following terms shall have the following meanings:

a. "Environmental Claim" means any claim for personal injury, death and/or property damage made, asserted, or prosecuted by or on behalf of any third party, including, without limitation, any governmental entity, relating to the Site or its operations and arising or alleged to arise under any Environmental Law.

b. "Environmental Cleanup Liability" means any cost or expense of any nature whatsoever incurred to contain, remove, remedy, clean up, or abate any contamination or any Hazardous Materials on or under all or any part of the Site, including

the ground water thereunder, including, without limitation, (A) any direct costs or expenses for investigation, study, assessment, legal representation, cost recovery by governmental agencies, or ongoing monitoring in connection therewith and (B) any cost, expense, loss or damage incurred with respect to the Site or its operation as a result of actions or measures necessary to implement or effectuate any such containment, removal, remediation, treatment, cleanup or abatement.

c. "Environmental Compliance Cost" means any cost or expense of any nature whatsoever necessary to enable the Site to comply with all applicable Environmental Laws in effect. "Environmental Compliance Cost" shall include all costs necessary to demonstrate that the Site is capable of such compliance.

d. "Environmental Law" means any federal, state or local statute, ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions of permits, licenses and other operating authorizations relating to (A) pollution or protection of the environment, including natural resources, (B) exposure of persons, including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (C) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical sub-stances from industrial or commercial activities, or (D) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal.

e. "Hazardous Material" is defined to include any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental City, the State of California, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is: (A) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (B) defined as a "hazardous waste" or "extremely hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (C) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (D) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Sections 25501(n)(1)-(2)of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (E) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (F) "used oil" as defined under Section 25250.1 of the California Health and Safety Code; (G) asbestos; (H) listed under Chapter 11 of Division 4.5 of Title 22 of the California Code of Regulations, or defined as hazardous or extremely hazardous pursuant to Chapter 10 of Division 4.5 of Title 22 of the California Code of Regulations; (I) defined as waste or a hazardous substance pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (J) designated as a "toxic pollutant" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. § 1317; (K) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* (42 U.S.C. § 6903); (L) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.* (42 U.S.C. § 9601); (M) defined as "Hazardous Material" pursuant to the

Hazardous Materials Transportation Act, 49 U.S.C. § 5101 *et seq.*; or (N) defined as such or regulated by any "Superfund" or "Superlien" law, or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines, as now, or at any time here-after, in effect.

Notwithstanding any other provision of this Agreement, Buyer's release as set forth in the provisions of this Section, as well as all provisions of this Section, shall survive the termination of this Agreement and shall continue in perpetuity, with respect to any act or omission of Buyer (its employees, persons, invitees, agents, assignees, contractors, subcontractors) related to the Site and/or the Project.

J. (§410) Costs of Escrow.

1. Allocation of Costs. Escrow Agent is directed to allocate costs as follows:

(i) Buyer shall pay the cost of the NHD Report and Buyer's Title Policy and any premiums for any additional insurance, extended coverage or special endorsements.

(ii) Buyer shall pay the cost of the City's Title Policy.

(iii) City shall pay any documentary transfer taxes.

(iv) Buyer shall pay any recording fees in connection with the recordation of the Grant Deed. No recording fees shall be applicable to the Regulatory Agreement.

(v) Buyer shall pay all Escrow and similar fees, except that if one party defaults under this Agreement, the defaulting party shall pay all Escrow fees and charges as well as any title cancellation fees.

2. Proration and Adjustments. City is exempt from real property taxes so no proration shall be done at Closing. As of Closing, Buyer shall be responsible for any and all real estate taxes.

3. Extraordinary Services of Escrow Agent. It is understood that Escrow fees and charges contemplated by this Agreement incorporate only the ordinary services of the Escrow Agent as listed in these instructions. In the event that the Escrow Agent renders any service not provided for in this Agreement or that there is any assignment of any interest in the subject matter of this Escrow or that any controversy arises hereunder, or that the Escrow Agent is made a party to, or reasonably intervenes in, any litigation pertaining to this Escrow or the subject matter thereof, then the Escrow Agent shall be reasonably compensated for such extraordinary services and reimbursed for all costs and expenses occasioned by such default, controversy or litigation.

4. Escrow Agent's Right to Retain Documents. Escrow Agent shall have the right to retain all documents and/or other things of value at any time held by it hereunder until such compensation, fees, costs and expenses shall be paid. The parties jointly and severally promise to pay such sums upon demand.

K. (§411) Termination of Escrow.

1. Termination. Escrow may be terminated by demand of either party which then shall have fully performed its obligations hereunder required to be performed by the date of such demand if:

a. The Conditions to Closing have not occurred or have not been approved, disapproved, or waived as the case may be, by the approving party by the date established herein for the occurrence of such Condition, including any grace period pursuant to this Section; or

b. Either party is in breach of the terms and conditions of this Agreement after the expiration of any applicable notice and cure periods; or

c. Either party has been granted such right expressly in this Agreement, including, but not limited to, the right to terminate pursuant to Section 405.

In the event of the foregoing, the terminating party may, in writing, demand return of its money, papers, or documents from the Escrow Agent and shall deliver a copy of such demand to the non-terminating party. No demand shall be recognized by the Escrow Agent until fifteen (15) days after the Escrow Agent shall have mailed copies of such demand to the non-terminating party, and if no objections are raised in writing to the terminating party and the Escrow Agent by the non-terminating party within the fifteen (15) day period. In the event of such objections, the opportunity to cure shall be provided as stated below in subsection 2 of this Section. In addition, the Escrow Agent is authorized to hold all money, papers, and documents until instructed in writing by both Buyer and City or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the Escrow shall be closed as soon as possible and neither party shall have any further liability to the other.

2. Opportunity to Cure. Prior to Closing, in the event any of the Conditions to Closing are not satisfied or waived by the party benefitted by such Conditions ("**Benefitted Party**"), the non-approving Party shall be entitled to extend the Closing Date by thirty (30) days to allow the satisfaction of such Condition and only if such Conditions still cannot be satisfied by the extended Closing Date the Benefitted Party terminate this Agreement and the Escrow. In the event that the failure of a Condition is due to the default of the other party, the provisions of Section 801 shall control. However, notwithstanding the foregoing, (a) if the Buyer is the Benefitted Party, none of the foregoing provisions shall be deemed a waiver or release of any of Buyer's other rights or remedies against the City in the event a condition is not satisfied due to a default by the City and (b) if the City is the Benefitted Party none of the foregoing provisions shall be deemed a waiver or release of any of City's rights or remedies under this Agreement (but subject to the limitations of 3 immediately below) against the Buyer in the event a condition is not satisfied due to a default by the Buyer.

3. Other Duties upon Termination. Upon termination of this Agreement and Escrow pursuant to this Section for any reason, the parties shall have the following duties and obligations in addition to any others described above:

a. In the event such termination is due to the default of Buyer,

(i) CITY WILL BE DAMAGED AND WILL BE ENTITLED TO COMPENSATION FOR THOSE DAMAGES; BUT SUCH DAMAGES WILL BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN FOR THE FOLLOWING REASONS: (1) THE DAMAGES TO WHICH CITY WOULD BE ENTITLED IN A COURT OF LAW WILL BE BASED IN PART ON THE DIFFERENCE BETWEEN THE ACTUAL VALUE OF THE SITE AT THE TIME SET FOR THE CLOSING; (2) PROOF OF THE AMOUNT OF SUCH DAMAGES WILL BE BASED ON OPINIONS OF VALUE OF THE SITE, WHICH CAN VARY IN SIGNIFICANT AMOUNTS; AND (E) IT IS IMPOSSIBLE TO PREDICT AS OF THE EFFECTIVE DATE WHETHER THE VALUE OF THE SITE WILL INCREASE OR DECREASE AS OF THE CLOSING. THE PARTIES WISH TO AVOID THE COSTS AND LENGTHY DELAYS WHICH WOULD RESULT IF SELLER FILED A LAWSUIT TO COLLECT ITS DAMAGES FOR A BREACH OF THIS AGREEMENT. IF ESCROW FAILS TO CLOSE DUE TO A DEFAULT OR BREACH OF THIS AGREEMENT BY BUYER (INCLUDING TERMINATION OF THIS AGREEMENT BY CITY DUE TO BUYER DEFAULT UNDER THIS AGREEMENT), THEN (i) BUYER'S DEPOSIT ACTUALLY DELIVERED INTO ESCROW BY BUYER SHALL BE DEEMED TO CONSTITUTE A REASONABLE ESTIMATE OF CITY'S DAMAGES UNDER THE PROVISIONS OF SECTION 1671 OF THE CALIFORNIA CIVIL CODE AND (ii) CITY'S SOLE AND EXCLUSIVE REMEDY SHALL BE LIMITED TO COLLECTION OF SUCH LIQUIDATED DAMAGES. THE LIQUIDATED DAMAGES ARE NOT INTENDED AS A PENALTY OR A FORFEITURE UNDER CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369. EXCEPT AS PROVIDED IN THE FOLLOWING SENTENCE, SELLER HEREBY WAIVES ALL OTHER CLAIMS, DAMAGES AND OTHER REMEDIES, INCLUDING THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTIONS 3384, 3387 AND 3389.

Buyer Initials: _____

City Initials: _____

(ii) All non-privileged and non-proprietary plans, drawings, specifications, reports, and other documents prepared by Buyer or Buyer's contractors or vendors shall be delivered to City, without representation or warranty, by Buyer within ten (10) days of receipt of notice from City but subject to the rights and requirements of the third parties preparing same.

c. In the event such termination is due to the default of City, Buyer shall be entitled to (i) terminate this Agreement, and in such case, the Deposit shall be fully refunded to Buyer, but Buyer shall not be entitled to any damages of any kind; provided, however, City shall reimburse Buyer for reasonable Project costs, incurred prior to such termination, but not yet paid as of termination or (ii) seek specific performance of this Agreement.

L. (§412) <u>Responsibility of Escrow Agent.</u>

1. Deposit of Funds. In accordance with Section 403, all funds received in Escrow shall be deposited by the Escrow Agent in a federally insured account with any state or national bank doing business in the State of California.

2. Notices. All communications from the Escrow Agent shall be directed to the addresses and in the manner provided in Section 901 of this Agreement for notices, demands and communications between City and Buyer.

3. Sufficiency of Documents. The Escrow Agent is not to be concerned with the sufficiency, validity, correctness of form, or content of any document prepared outside of Escrow and delivered to Escrow. The sole duty of the Escrow Agent is to accept such documents and follow Buyer's and City's instructions for their use.

4. Exculpation of Escrow Agent. The Escrow Agent shall in no case or event be liable for the failure of any of the Conditions to Closing of this Escrow, or for forgeries or false personation, unless such liability or damage is the result of negligence or willful misconduct by the Escrow Agent.

5. Responsibilities in the Event of Controversies. If any controversy documented in writing arises between Buyer and City or with any third party with respect to the subject matter of this Escrow or its terms or conditions, the Escrow Agent shall not be required to determine the same, to return any money, papers or documents, or take any action regarding the Site prior to settlement of the controversy by a final decision of a court of competent jurisdiction or written agreement of the parties to the controversy. The Escrow Agent shall be responsible for timely notifying Buyer and City of the controversy. In the event of such a controversy, the Escrow Agent shall not be liable for interest or damage costs resulting from failure to timely close Escrow or take any other action unless such controversy has been caused by the failure of the Escrow Agent to perform its responsibilities hereunder.

V. (§500) DEVELOPMENT OF THE SITE.

A. (§501) Development Per Regulatory Agreement.

The Site shall be developed by Buyer as provided in the Regulatory Agreement, and the plans and permits approved by City and City pursuant to Section 502. Buyer shall commence and diligently prosecute the Project to completion within the time provided in the Schedule of Performance and otherwise in compliance with this Agreement.

B. (§502) Development Plans, Final Building Plans and Environmental Review.

1. Proposed Development's Consistency With Plan and Codes. Buyer shall obtain all Entitlements at its own cost. City warrants and represents that City's General Plan and Zoning Ordinance permit Buyer's conceptual development of the Site, and construction, operation, and use of the Project as provided in this Agreement, subject only to (i) those development approvals yet to be obtained, including, if necessary, proposed General Plan and Zoning Ordinance amendments, Site Plan Review and subdivision approval (if required), and (ii) City's review and approval of the Project in accordance with the California Environmental Quality Act; provided that it is expressly understood by the

parties hereto that City makes no representations or warranties with respect to approvals required by any other governmental entity or with respect to approvals hereinafter required from City and City reserving full police power over the Project. Nothing in this Agreement shall be deemed to be a prejudgment or commitment with respect to such items, nor a guarantee that such approvals or permits will be issued within any particular time or with or without any particular conditions.

2. Evolution of Development Plan. Concurrently with the approval of this Agreement, City has reviewed Developer's Basic Concept Drawings. On or before the date set forth in the Schedule of Performance, Developer shall submit to City preliminary, and thereafter final, drawings and specifications for development of the Site and each Site thereof in accordance with the Scope of Development, and all in accordance with City's requirements.

3. Buyer Efforts to Obtain Approvals. Buyer shall exercise its commercially reasonable efforts to timely submit all documents and information necessary to obtain all development and building approvals from City in accordance with the Schedule of Performance. Not by way of limitation of the foregoing, in developing and constructing the Project, Buyer shall comply with all applicable development standards in City's Municipal Code and shall comply with all building code, landscaping, signage, and parking requirements, except as may be permitted through approved variances and modifications.

4. City Assistance. Subject to Buyer's compliance with (i) the applicable City development standards for the Site, and (ii) all applicable laws and regulations governing such matters as public hearings, site plan review and environmental review, City agrees to provide reasonable assistance to Buyer, at no cost to City, in the processing of Buyer's submittals required under this Section and exert commercially reasonable efforts to process Buyer's submittals. City's failure to provide necessary approvals or permits within such time periods, after and despite Buyer's reasonable efforts to submit the documents and information necessary to obtain the same, shall constitute an Enforced Delay.

5. Disapproval. City shall approve or disapprove in writing each submittal made by Buyer pursuant to this Section within ninety (90) days after such submittal. Any disapproval shall state in writing the reason for the disapproval and the changes which City requests be made. City's failure to disapprove the submittal within fninety (90) days shall be deemed an approval of the submittal. Buyer shall make the required changes and revisions which would not materially impact the economic feasibility of the Project and resubmit for approval as soon as is reasonably practicable but no more than thirty (30) days after the date of disapproval. Thereafter, City shall have an additional thirty (30) days for review of the resubmittal, but if City disapproves the resubmittal, then the cycle shall repeat, until City's approval has been obtained. The foregoing time periods may be shortened if so specified in the Schedule of Performance.

6. CEQA. The term "Environmental Review" shall mean the investigation and analysis of the Project's impacts on the environment as may be required under the California Environmental Quality Act ("**CEQA**"), Public Resources Code §21000, et seq., and the National Environmental Policy Act (42 U.S.C. §4321 *et seq.*, "**NEPA**") if required., or of the Project's impacts on any species of plant or animal listed as a species of concern, a threatened

species, or an endangered species as may be required by the California Endangered Species Act ("**CESA**"), Fish and Game Code §2050, et seq., and/or the U.S. Endangered Species Act ("**USESA**"), 16 U.S.C. §1531, et seq., or other applicable California or federal law or regulation. Pursuant to the Class 32 "in-fill" categorical exemption (CEQA Guideline Section 15332), the Project is exempt from Environmental Review, because the Project is defined as an in-fill development project, located on no more than five acres, has no native vegetation or watercourses present on site, can be adequately served by all required utilities and public services, and the existing street network has adequate capacity to accommodate the anticipated traffic from the proposed Project.

C. (§503) Buyer Responsibilities During Construction.

No party hereto shall take any action that would reasonably cause the development of the Project to become subject to prevailing wages. To the extent that Buyer is required to or is determined to be responsible to pay prevailing wages for the development of the Project, Buyer shall defend and hold City and City harmless from and against any increase in construction costs, or other liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of any action or determination that any portion of the Project is subject to payment of prevailing wages. This Section shall survive termination of the Agreement. Buyer shall take actions as City shall reasonably require to minimize the impact of construction and airborne debris on nearby property.

D. (§504) Intentionally Omitted.

E. (§505) Indemnification During Construction.

During the periods of construction on the Site by Buyer, Buyer agrees to and shall indemnify and hold City harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person which shall occur on the Site and which shall be directly or indirectly caused by any acts done thereon or any errors or omissions of Buyer or its agents, servants, employees, or contractors. Buyer shall not be responsible for (and such indemnity shall not apply to) any acts, errors, or omissions of City or its respective agents, servants, employees, or contractors. City shall not be responsible for any acts, errors, or omissions of any person or entity except City and its respective agents, servants, employees, or contractors, subject to any and all statutory and other immunities. The provisions of this Section shall survive the termination of this Agreement.

F. (§506) Insurance.

Except as provided in this Section, prior to the entry by Buyer on the Site pursuant to this Agreement and prior to the commencement of any work by Buyer on the Project, Buyer shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of such entry or construction, the following policies of insurance, as applicable:

1. **Commercial General Liability Insurance.** A policy of commercial general liability insurance written on a per occurrence basis in an amount not less than TWO MILLION DOLLARS ($2,000,000) per occurrence and TWO MILLION DOLLARS ($2,000,000) in the aggregate.

2. **Worker's Compensation Insurance.** A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for Buyer, against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Buyer in the course of carrying out the work or services contemplated in this Agreement.

3. **Automobile Insurance.** A policy of automobile liability insurance written on a per accident basis in an amount not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per accident for bodily injury and property damage covering owned (if applicable), leased, hired, and non-owned vehicles.

4. **Builder's Risk Insurance.** A policy of "Builder's Risk" insurance covering the full replacement value of all of the improvements to be constructed by Buyer pursuant to this Agreement plus Buyer's personal property and equipment. Buyer shall procure the builder's risk insurance policy prior to commencing construction.

All of the above policies of insurance, except the Builder's Risk Insurance, shall be primary insurance and shall name City, and its officers, employees, and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against City and its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled without providing thirty (30) days prior written notice to City and Buyer. In the event any of said policies of insurance are cancelled, Buyer shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to City Manager. No work or services under this Agreement shall commence until Buyer has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

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

Buyer shall request (but cannot guarantee) that all contracts with contractors, subcontractors, architects, and engineers provided that the contractor, subcontractor, architect, or engineer shall maintain (if applicable) the same policies of insurance required to be maintained by Buyer pursuant to this Section, unless waived or modified by the Risk Manager.

Buyer agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which Buyer may be held responsible for the payment of damages to

any persons or property resulting from Buyer's activities or the activities of any person or persons for which Buyer is otherwise responsible.

G. (§507) City and Other Fees and Charges.

Buyer shall pay all normal and customary fees and charges applicable to such permits and any fees or charges hereafter imposed by City which are standard for and uniformly applied to similar projects in City. However, notwithstanding the foregoing or anything else in this Agreement to the contrary, Buyer shall not be obligated to pay any City-imposed impact fees in connection with the Affordable Units including, without limitation park and traffic impact fees.

H. (§508) Rights of Access.

Representatives of City shall have the reasonable right to access the Site upon reasonable prior notice without charges or fees, at any time during normal construction hours during the period of construction and upon reasonable notice to Buyer, for the purpose of assuring compliance with this Agreement, including but not limited to the inspection of the construction work being performed by or on behalf of Buyer. Such representatives of City shall be those who are so identified in writing by the City Manager. Each such representative of City shall identify himself or herself at the job site office upon his or her entrance to the Site, and shall provide Buyer, or the construction superintendent or similar person in charge on the Site, a reasonable opportunity to have a representative accompany him or her during the inspection. City shall indemnify, defend, and hold Buyer harmless from any injury or property damage caused or liability arising out of City's exercise of this right of access.

I. (§509) Applicable Laws.

Buyer shall carry out the construction of the Project in conformity with all applicable laws, including all applicable federal and state labor laws.

J. (§510) Nondiscrimination During Construction.

Buyer, for itself and its successors and assigns, agrees that in the construction of the improvements to be constructed by Buyer, it shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

K. (§511) Taxes, Assessments, Encumbrances and Liens.

Buyer shall pay, prior to delinquency, all real estate taxes and assessments assessed or levied subsequent to conveyance of Title of the Site to Buyer. Except as otherwise provided in Section 512, until Project Completion, Buyer shall not place or allow to be placed thereon any mortgage, trust deed, encumbrance or lien (except mechanic's liens prior to suit to foreclose the same being filed) prohibited by this Agreement. Buyer shall remove or have removed any levy or attachment made on the Site, or assure the satisfaction thereof, within a reasonable time, but in any event prior to a sale thereunder. Nothing herein contained shall be deemed to prohibit Buyer from contesting the validity or amounts of any tax, assessment, encumbrance or lien, or to limit the remedies available to Buyer in respect

thereto.

L. (§512) Rights of Holders of Approved Security Interests in Site.

1. Definitions. As used in this Section, the term "mortgage" shall include any mortgage, whether a leasehold mortgage or otherwise, deed of trust, or other security interest, or sale and lease-back, or any other form of conveyance for financing. The term "holder" shall include the holder of any such mortgage, deed of trust, or other security interest, or the lessor under a lease-back, or the grantee under any other conveyance for financing.

2. No Encumbrances Except Mortgages to Finance the Project. Notwithstanding the restrictions on transfer in Section 303, mortgages required for any reasonable method of financing of the development and/or construction of the Project are permitted before Project Completion but only for the purpose of securing loans of funds used or to be used for the construction and development of the Project, and for any other expenditures necessary and appropriate to develop Project under this Agreement, or for restructuring or refinancing any for same, so long as the refinancing does not exceed the then outstanding balance of the existing financing, including any additional costs for completion of construction, whether direct or indirect, based upon the estimates of architects and/or contractors. Any holder shall not be bound by any later amendment, implementation, or modification to this Agreement without such lender giving its prior written consent thereto. In any event, Buyer shall promptly notify City of any mortgage, encumbrance, or lien that has been created or attached thereto prior to Project Completion, whether by voluntary act of Buyer or otherwise.

3. Buyer's Breach Not to Defeat Mortgage Lien. Buyer's breach of any of the covenants or restrictions contained in this Agreement shall not defeat or render invalid the lien of any mortgage made in good faith and for value as to the Site, or any part thereof or interest therein, but unless otherwise provided herein, the terms, conditions, covenants, restrictions, easements, and reservations of this Agreement shall be binding and effective against the holder of any such mortgage of the Site whose interest is acquired by foreclosure, trustee's sale or otherwise.

4. Holder Not Obligated to Construct or Complete Improvements. The holder shall in no way be obligated by the provisions of this Agreement to construct or complete the improvements or to guarantee such construction or completion.

5. Notice of Default to Holders of Mortgages, Deed of Trust or other Security Interest. Whenever City shall deliver any notice or demand to Buyer with respect to any breach or default by Buyer hereunder, City shall at the same time deliver a copy of such notice or demand to each holder who has previously made a written request to City therefor, or to the representative of such lender as may be identified in such a written request by the lender. No notice of default shall be effective as to the holder unless such notice is given.

6. Right to Cure. Each holder (insofar as the rights of City are concerned) shall have the right, at its option, within ninety (90) days after the receipt of the notice, to:

a. obtain possession, if necessary, and to commence and diligently pursue said cure until the same is completed, and

b. add the cost of said cure to the security interest debt and the lien or obligation on its security interest;

provided that in the case of a default which cannot with diligence be remedied or cured within such ninety (90) day period, such holder shall have additional time as reasonably necessary to remedy or cure such default.

In the event there is more than one such holder, the right to cure or remedy a breach or default of Buyer under this Section shall be exercised by the holder first in priority or as the holders may otherwise agree among themselves, but there shall be only one exercise of such right to cure and remedy a breach or default of Buyer under this Section.

No holder shall undertake or continue the construction or completion of the Project (beyond the extent necessary to preserve or protect the improvements or construction already made) without first submitting evidence reasonably satisfactory to City that it has the qualifications and financial responsibility necessary to construct and complete the improvements and enter into an agreement with City with respect to the obligations hereunder.

7. City's Rights upon Failure of Holder to Complete Improvements. If a holder does not exercise the option to construct the Project as described above within one hundred eighty (180) days after taking title to the Site under Section 805 or if it has exercised such option and has not proceeded diligently with construction, City may, after ninety (90) days' notice to such holder and if within said ninety (90) day period such holder has not begun to proceed diligently with construction, purchase the mortgage, upon payment to the holder of an amount equal to the sum of the following:

a. The unpaid mortgage debt including accrued and unpaid interest, fees and penalties;

b. All expenses incurred by the holder with respect to foreclosure, if any;

c. All third party expenses (exclusive of general overhead) of any kind, incurred by the holder as a direct result of the ownership or management of the Site, such as insurance premiums or real estate taxes, if any;

d. The costs of any improvements made by such holder, if any; and

e. An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence to the date of payment by City.

In the event that the holder does not exercise its option to construct afforded in this Section, and City elects not to purchase the mortgage of holder, upon written request by the holder to City, City agrees to use reasonable efforts to assist the holder selling the holder's

interest to a qualified and responsible party or parties approved by the holder. The proceeds of such a sale shall be applied first to the holder of those items specified in subparagraphs a. through e. hereinabove, and any balance remaining thereafter shall be applied as follows:

(1) First, to reimburse City, on its own behalf and on behalf of City, for all costs and expenses actually and reasonably incurred by City, including but not limited to payroll expenses, management expenses, legal expenses, and others.

(2) Second, to reimburse City, on its own behalf and on behalf of City, for all payments made by City to discharge any other encumbrances or liens on the Site or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of Buyer, its successors or transferees.

(3) Third, to reimburse City, on its own behalf and on behalf of City, for all costs and expenses actually and reasonably incurred by City, in connection with its efforts assisting the holder in selling the holder's interest in accordance with this Section.

(4) Fourth, any balance remaining thereafter shall be paid to Buyer.

8. Right of City to Cure Mortgage, Deed of Trust or Other Security Interest Default. In the event of a default or breach by Buyer (or entity permitted to acquire Title under this Section) under a mortgage prior to Project Completion, and the holder of any such mortgage has not exercised its option to complete the Project as provided above, City may cure the default prior to completion of any foreclosure. In such event, City shall be entitled to reimbursement from Buyer or other entity of all costs and expenses incurred by City in curing the default, to the extent permitted by law, as if such mortgage holder initiated such claim for reimbursement, including legal costs and attorneys' fees, which right of reimbursement shall be secured by a lien upon the Site to the extent of such costs and disbursements. Any such lien shall be subject to:

a. Any Senior Financing; and

b. Any rights or interests provided in this Agreement for the protection of the holders; provided, that nothing herein shall be deemed to impose upon City any affirmative obligations (by the payment of money, construction or otherwise) with respect to the Site in the event of its enforcement of its lien.

9. Right of City to Satisfy Other Liens on the Site After Conveyance of Title. After the Closing and prior to Project Completion, and after Buyer has had a reasonable time to challenge, cure, or satisfy any liens or encumbrances on the Site or any portion thereof, City shall have the right to satisfy any such liens or encumbrances; provided, however, that nothing in this Agreement shall require Buyer to pay or make provision for the payment of any tax, assessment, lien or charge so long as Buyer in good faith shall contest the validity or amount thereof, and so long as such delay in payment shall not subject the Site or any portion thereof to forfeiture or sale.

M. (§513) Project Completion.

After Project Completion, any third party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Site shall not (because of such ownership, purchase, lease, or acquisition) incur any obligation or liability under this Agreement with respect to the Site, except that such third party shall be bound by the covenants, encumbrances, and easements contained in the Grant Deed and the Regulatory Agreement. After Completion of the Project, City shall not have any rights or remedies under this Agreement with respect to the Site, except as otherwise set forth or incorporated in the Grant Deed or the Regulatory Agreement.

Project Completion shall not constitute evidence of compliance with or satisfaction of any obligation of Buyer to any holder, or any insurer of a mortgage securing money loaned to finance the improvements, or any part thereof.

N. (§514) Estoppels.

No later than fifteen (15) days after the request of Buyer or any holder, City shall, from time to time and upon the request of such holder, execute and deliver to Buyer or such holder a written statement of City that no default or breach exists (or would exist with the passage of time, or giving of notice or both) by Buyer under this Agreement, if such be the determination of City, and certifying as to whether or not Buyer has at the date of such certification complied with any obligation of Buyer hereunder as to which such holder may inquire. The form of any estoppel letter shall be prepared by the holder or Buyer and shall be at no cost to City.

O. (§ 515) Subordination.

City agrees to subordinate the Deed of Trust, Regulatory Agreement, this Agreement, and the Deed to Senior Financing. City Manager is hereby authorized and directed to execute such subordination agreements, intercreditor agreements, tri-party agreements, stand-still agreements, modifications to this Agreement, Note, Deed of Trust, the Deed and the Regulatory Agreement and/or other documents as may be reasonably requested by a Senior Financing holder. The execution of such agreements is subject to the requirement that such agreements contain written provisions which City Manager and City Attorney find are consistent with the standard requirements imposed by the lender for financing of similar projects in Orange county, the subordination requirements contained in this Agreement and that City be given notice and be permitted an opportunity to cure any defaults under the senior lien within a reasonable time.

City shall only be required to subordinate the Deed of Trust, the Regulatory Agreement, this Agreement and the Deed to Senior Financing provided the following requirements are satisfied:

a. Buyer is not in default under any obligations to City including, but not limited to, the Regulatory Agreement and this Agreement.

b. The Senior Financing holder agrees to provide City with any notice of default which is provided by the Senior Financing holder to Buyer and provide City with the right

(but not the obligation) to cure any default and extend the time for such cure provided City is diligently processing the cure of such default.

c. A request for special notice and a request for notice of delinquency be recorded concurrently with the subordination agreement.

d. City will execute a subordination agreement for recordation as reasonably required by a title company to provide title insurance for the Senior Financing.

e. Concurrently with the recordation of the subordination agreement, City's Title Policy shall be updated as required by City at Developer's cost and expense insuring the Deed of Trust is junior only to the specified Senior Financing.

f. City shall be provided complete executed copies of all Senior Financing loan documents.

City shall be entitled to prompt reimbursement from Developer for any costs associated with curing a default on a senior lien. If not paid by Developer, such sum shall be added to the Note and secured by the Deed of Trust.

VI. (§600) USES AND MAINTENANCE OF THE SITE

A. (§601) Uses of the Site.

Effective on the Closing, Buyer covenants and agrees for itself, its successors and assigns, which covenants shall run with the land and bind every successor or assign in interest of Buyer, that during development of the Site pursuant to this Agreement and thereafter, neither the Site nor the improvements, nor any portion thereof, shall be improved, used or occupied in violation of any applicable governmental restrictions or the restrictions of this Agreement. Furthermore, Buyer and its successors and assigns shall not initiate, maintain, commit, or permit the maintenance or commission on the Site or in the improvements, or any portion thereof, of any nuisance, public or private, as now or hereafter defined by any statutory or decisional law applicable to the Site or the improvements, or any portion thereof. Effective as of the Closing, Buyer further covenants and agrees on behalf of itself and its successors and assigns to devote, use, operate and maintain the Site in accordance with this Agreement, the Grant Deed, the Regulatory Agreement, and the other documents recorded against the Site pursuant to the provisions of this Agreement.

Notwithstanding anything to the contrary or that appears to be to the contrary in this Agreement and except as set forth in any subordination agreement, Buyer hereby covenants, on behalf of itself, and its successors and assigns, which covenants shall run with the land and bind every successor and assign in interest of Buyer, that Buyer and such successors and assigns shall use the Site solely for the purpose of constructing, maintaining and operating the Project meeting the requirements and restrictions of this Agreement, including, without limitations, restriction of the sale and occupancy of the Affordable Units only to Qualified Purchasers for the Affordable Purchase Price.

B. (§602) Affordable Housing.

1. Construction of Affordable Housing. Five (5) of the Residential Units shall be restricted to Low Income Households. The location, size and specifications of the Affordable Units, including affordability level, shall be as reasonably agreed to by City. All Residential Units, shall be subject to and shall be sold in compliance with the selection criteria described in the Regulatory Agreement.

2. Affordable Unit Requirements. Each of the Affordable Units shall be occupied at all times only by the Low Income Household that has purchased that Affordable Unit. Buyer covenants to cooperate with City in taking all steps necessary to implement this requirement with respect to all Affordable Units. The restrictions upon sale and use of each Affordable Unit shall continue for a period of forty-five (45) years from the initial sale of the Affordable Unit by Buyer to a Qualified Purchaser.

3. Sale of Affordable Units by Buyer.

Prior to the deadline specified in the Schedule of Performance, Buyer shall prepare and obtain City's approval (which shall not be unreasonably withheld) of a marketing program ("**Approved Marketing Program**") for the selection of purchasers of the Affordable Units, at the Project that shall be in accordance and consistent with the use and other requirements and restrictions of the Regulatory Agreement. The Affordable Units shall thereafter be marketed in accordance with the Approved Marketing Program as the same may be amended by Buyer from time to time with City's prior written approval, which shall not be unreasonably withheld. Monthly during the initial sale period, and annually thereafter, Buyer shall provide City with a report with respect to Affordable Units under a purchase and sale agreement, the status of implementation of the Approved Marketing Program, and such other information as City may reasonably request. City agrees to exercise reasonable efforts to assist Buyer in connection with implementation of the Approved Marketing Program; provided, City shall not be under any obligation to incur any out-of-pocket expenses in connection therewith. City agrees to make "silent second" loans to the purchasers of each of the Affordable Units within the Project ("**Qualified Purchaser Loans**"). The principal amount of each Qualified Purchaser Loan shall be one fifth ($1/5^{th}$) the amount of the Note. Homeowner repayment of Qualified Purchaser Loans shall be due upon the subsequent transfer of the Affordable Unit, with no periodic payments required. Any remaining balance of the Qualified Purchaser Loan shall be forgiven upon the expiration of the affordability covenant for such Affordable Unit, provided that such affordability covenant is not in default at such time. The Qualified Purchaser Loans shall be assumable by subsequent purchasers of the Affordable Units who satisfy the requirements of the Regulatory Agreement. Qualified Purchaser Loans will be secured with deeds of trust which will be subordinate to first mortgage financing for the Affordable Unit. Buyer shall coordinate the issuance of such "silent seconds" between City and each Qualified Purchaser.

4. Termination of License.

Prior to the Closing City will terminate the License and cause the Licensee to vacate the Site.

C. (§603) Obligation to Refrain from Discrimination.

There shall be no discrimination against, or segregation of, any persons, or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the rental, sale, lease, sublease, transfer, use, occupancy, or enjoyment of the Site, or any portion thereof, nor shall Buyer, or any person claiming under or through Buyer, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site or any portion thereof (except as permitted by this Agreement). The nondiscrimination and non-segregation covenants contained herein shall remain in effect in perpetuity.

D. (§604) Form of Nondiscrimination and Non-segregation Clauses.

Subject to the tenancy/occupancy restrictions on the Residential Units not prohibited by federal law as embodied in this Agreement, which may modify the following nondiscrimination clauses, the following shall apply: Buyer shall refrain from restricting the rental, sale, or lease of any portion of the Site on the basis of race, color, creed, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

1. Deeds: In deeds the following language shall appear: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee, or any persons claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

2. Leases: In leases the following language shall appear: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: 'That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased."

3. Contracts: Any contracts which Buyer or Buyer's heirs, executors, administrators, or assigns propose to enter into for the sale, transfer, or leasing of the Site shall contain a nondiscrimination and non-segregation clause substantially as set forth in Section 603 and in this Section. Such clause shall bind the contracting party and subcontracting party or transferee under the instrument.

E. (§605) Maintenance of Improvements.

Buyer covenants and agrees for itself, its successors and assigns, and every successor in interest to the Site or any part thereof, that, after Project Completion, and prior to the Project homeowner's association becoming responsible for same, Buyer shall (i) be responsible for maintenance of all improvements that may exist on the Site from time to time, including without limitation buildings, parking lots, lighting, signs, and walls, in good working condition and repair, and shall keep the Site free from any accumulation of debris or waste materials and (ii) maintain all landscaping required pursuant to Buyer's approved landscaping plan in a healthy condition, including replacement of any dead or diseased plants. The foregoing maintenance obligations shall run with the land in accordance with and for the term of the Regulatory Agreement. Buyer's further obligations to maintain the Site, and City's remedies in the event of Buyer's default in performing such obligations, are set forth in the Regulatory Agreement. Buyer hereby waives any notice, public hearing, and other requirements of the public nuisance laws and ordinances of City that would otherwise apply, except as specified in said Regulatory Agreement. Upon the sale of any portion of the Site to a third party in which Buyer has no interest, Buyer shall be released from the requirements imposed by this Section 605, and the financial liability therefor, as to the portion of the Site conveyed.

F. (§606) Effect of Covenants.

City is a beneficiary of the terms and provisions of this Agreement and of the restrictions and covenants running with the land, whether appearing in the Grant Deed, or the Regulatory Agreement, for and in its own right for the purposes of protecting the interests of the community in whose favor and for whose benefit the covenants running with the land have been provided. The covenants in favor of City shall run without regard to whether City has been, remains or is an owner of any land or interest therein in the Site, and shall be effective as both covenants and equitable servitudes against the Site. City shall have the right, if any of the covenants set forth in this Agreement which are provided for its benefit are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it may be entitled. No other person or entity shall have any right to enforce the terms of this Agreement under a theory of third-party beneficiary or otherwise. The covenants running with the land and their duration are set forth in the Grant Deed and the Regulatory Agreement.

VII. (§700) SPECIAL PROVISIONS

A. (§701) Amendments to this Agreement to Comply with Senior Financing.

If reasonable changes to this Agreement are reasonably required by the lender providing Senior Financing pursuant to Section 401, the parties agree to effectuate such changes, City Manager is authorized, without further approval of City Council, but with approval of the City Attorney, to make changes to this Agreement and the Regulatory Agreement as reasonably required to satisfy the requirements described herein.

B. (§ 702) Minor Amendments.

Each party agrees to consider reasonable requests for amendments to this Agreement which may be made by the other party, lending institutions, or financial consultants. Any amendments to this Agreement must be in writing and signed by the City. On behalf of City, City Manager shall have City to make minor amendments to this Agreement, including, but not limited to, the granting of extensions of time to Buyer, so long as such actions do not materially change the Agreement or make a commitment of additional funds of City. All other changes, modifications, and amendments shall require the prior approval of City's governing board.

VIII. (§800) DEFAULTS, REMEDIES AND TERMINATION

A. (§801) Defaults, Right to Cure and Waivers.

Subject to any Enforced Delay, failure or delay by either party to timely perform any covenant or obligations of this Agreement constitutes a default under this Agreement, but only if the party who so fails or delays does not commence to cure, correct or remedy such failure or delay within thirty (30) days after receipt of a written notice specifying such failure or delay from the other party, and does not thereafter prosecute such cure, correction or remedy with diligence to completion. Except as required to protect against further damages, the non-defaulting party may not institute proceedings against the party in default until thirty (30) days after giving such notice if the defaulting party has not complied with the immediately preceding sentence. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

Except as otherwise provided in this Agreement, waiver by either party of the performance of any covenant, condition or promise, shall not invalidate this Agreement, nor shall it be considered a waiver of any other covenant, condition, or promise. Waiver by either party of the time for performing any act shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. The delay or forbearance by either party in exercising any remedy or right as to any default shall not operate as a waiver of any default or of any rights or remedies or to deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

B. (§802) Legal Actions.

1. Institution of Legal Actions. In addition to any other rights or remedies, and subject to the requirements of Section 801, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Legal actions must be instituted and maintained in the Superior Court of the County of Orange, State of California, in any other appropriate court in that county, or in the Federal District Court in the Eastern District of California.

2. Applicable Law and Forum. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

3. Acceptance of Service of Process. In the event that any legal action is commenced by Buyer against City, service of process on City shall be made by personal

service upon City Manager or City Attorney or in such other manner as may be provided by law. In the event that any legal action is commenced by City against Buyer, service of process on Buyer shall be made in such manner as may be provided by law and shall be valid whether made within or outside of the State of California.

C. (§803) Rights and Remedies are Cumulative.

Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

D. (§804) Specific Performance.

In addition to any other remedies permitted by this Agreement, if either party defaults under this Agreement by failing to perform any of its obligations in this Agreement, each party agrees that except as otherwise provided in Section 411(3) (City cannot obtain specific performance if Buyer fails to acquire the Site for any reason), the other shall be entitled to the judicial remedy of specific performance, and each party agrees (subject to its reserved right to contest whether in fact a default does exist) not to challenge or contest the appropriateness of such remedy. In this regard, Buyer specifically acknowledges that City is entering into this Agreement for the purpose of assisting in the development of the Site for affordable housing and not for the purpose of enabling Buyer to speculate in land.

E. (§805) Right of Reverter.

City shall have the right, at its option, upon one hundred twenty (120) days prior written notice, to reenter and take possession of the Site or any portion thereof with all improvements thereon and to terminate and re-vest in City the estate conveyed to Developer, if after conveyance of the estate and prior to Project Completion Developer (or his successors in interest) shall, subject to Enforced Delay:

1. Fail to commence construction of the improvements as required by this Agreement, if such failure is in violation of the Schedule of Performance, for a period of 90 days after issuance of a building permit, provided that Developer shall not have obtained an extension or postponement to which Developer may be entitled pursuant to this Agreement; or

2. Abandon or substantially suspend construction of the improvements for a period of one hundred twenty (120) days after written notice of such abandonment or suspension from City, provided that Developer shall not have obtained an extension of time to which Developer may be entitled pursuant to this Agreement; or

3. Assign or attempt to assign this Agreement, or any rights herein, or Transfer, or suffer any involuntary Transfer of, the Site, or any part thereof, in violation of this Agreement, and such violation shall not be cured within one hundred twenty (120) days after the date of receipt of written notice thereof by City to Developer.

The right to re-enter, repossess, terminate, and re-vest shall be subject to and be limited by and shall not defeat, render invalid, or limit:

1. Any mortgage, deed of trust, or other security interests permitted by this Agreement; or

2. Any rights or interests provided in this Agreement for the protection of the holders of such mortgages, deeds of trust, or other security interests.

Upon the revesting of the Site in the City, the Note shall be cancelled and of no further force or effect. Notwithstanding anything to the contrary set forth above, City's right to re-acquire the Site shall be subject to and conditioned upon (A) if the Senior Financing (as defined below) is a secured credit facility ("**Credit Facility**"), City payment to the holders of such Credit Facility of the then current collateral value of the Site (including all improvements thereon) as reflected on the holder of such Credit Facility books and records pursuant to the Credit Facility loan documents or (B) if the Senior Financing is project specific financing secured by any other first in priority mortgage or deed of trust holder, payment of the full amount of the unpaid debt, plus any accrued and unpaid interest, costs and expenses. In addition to payment of the amounts required to be paid above, to exercise its right to purchase, enter and take possession with respect to the Site (or portion thereof). Buyer shall thereupon execute and deliver to the City a grant deed transferring to the City (or its designee) all of Buyer's interest in the Site (or portion thereof) in its AS-IS, WHERE-IS CONDITION, WITHOUT ANY REPRESENTATIONS OR WARRANTIES. In the event City exercises its purchase right to repurchase, such exercise shall constitute the City's sole and exclusive remedy on account of any default of Buyer which gives rise to the City's purchase option hereunder, except that the foregoing limitation on remedies shall not affect the Buyer's indemnity obligations under the Sale Agreement.

Upon the re-vesting in City of possession of the Site, or any part thereof, as provided in this Section 805, City shall, pursuant to its responsibilities under state law, use its best efforts to release, or resell or re-grant the Site, as necessary and legally permitted, as the case may be, or any part thereof, as soon and in such manner as City shall find feasible and consistent with the objectives of such law to a qualified and responsible party or parties (as determined by City), who will assume the obligation of making or completing the improvements, or such other improvements in their stead, as shall be satisfactory to City and in accordance with the uses specified for the Site.

In the event of a resale, the proceeds thereof shall be applied as follows:

1. First, to reimburse City on its own behalf or on behalf of City for all costs and expenses incurred by City, including but not limited to, salaries to personnel, legal costs and attorneys' fees, and all other contractual expenses in connection with the recapture, management, and resale of the Site (but less any income derived by City from the Site or part thereof in connection with such management); all taxes, assessments and water and sewer charges with respect to the Site (or, in the event the Site is exempt from taxation or assessment or such charges during the period of ownership, then such taxes, assessments, or charges, as determined by City, as would have been payable if the Site were not so exempt); any payments made or necessary to be made to discharge or prevent from

attaching or being made any subsequent encumbrances or liens due to obligations incurred with respect to the making or completion of the agreed improvements or any part thereof on the Site or part thereof; and amounts otherwise owing City by Developer, its successors, or transferees; and

2. Second, to reimburse Developer, its successor or transferee, up to the amount equal to (i) the costs incurred for the development of the Site and for the agreed development expenses and improvements existing on the Site at the time of the re-entry and repossession, less (ii) any gains or income withdrawn or made by Developer from the Site or the improvements thereon.

3. Any balance remaining after such reimbursements shall be retained by City as its property.

To the extent that the right established in this Section involves a forfeiture, it must be strictly interpreted against City, the party for whose benefit it is created. The rights established in this Section are to be interpreted in light of the fact that City will sell the Site to Developer for development, and not for speculation in undeveloped land.

City's rights under this Section 805 shall terminate and be of no further force or affect upon the conveyance of the final Affordable Unit (as defined in the Agreement) in accordance with the Regulatory Agreement. In addition, notwithstanding anything to the contrary in this Agreement the provisions of this Section 805 shall (i) not apply in any way effect any (1) residence constructed on the Site and transferred to home purchaser in accordance with a Final Subdivision Public Report issued by the California Department of Real Estate and/or (2) any common area conveyed to a homeowners association formed in connection with the development of the site and (ii) shall automatically terminate as to any such residence or common area concurrently with the conveyance thereof to a home purchaser or association, as applicable.

F. (§806) Attorneys' Fees.

If either party to this Agreement is required to initiate or defend any action or proceeding in any way arising out of the parties' agreement to, or performance of, this Agreement, or is made a party to any such action or proceeding by the Escrow Agent or other third party, such that the parties hereto are adversarial, the prevailing party, as between Buyer and City only, in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees from the other. As used herein, the "**prevailing party**" shall be the party determined as such by a court of law, pursuant to the definition in Code of Civil Procedure Section 1032(a)(4), as the same may be amended or re-codified from time to time. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs, including expert witness fees, the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

IX. (§900) GENERAL PROVISIONS

A. (§901) Notices, Demands and Communications Between the Parties.

Except as expressly provided to the contrary herein, any notice, consent, report, demand, document or other such item to be given, delivered, furnished or received hereunder shall be deemed given, delivered, furnished, and received when given in writing and personally delivered to an authorized agent of the applicable party, or upon delivery by the United States Postal Service, first-class registered or certified mail, postage prepaid, return receipt requested, or by a national "overnight courier" such as Federal Express, at the time of delivery shown upon such receipt; or by e-mail; in any case, delivered to the address, addresses and persons as each party may from time to time by written notice designate to the other and who initially are:

City: City of Cypress
5275 Orange Ave.
Cypress CA 90630
Attn: City Manager
Email: pgrant@cypressca.org

Copy to: Aleshire & Wynder, LLP
1 Park Plaza, Suite 1000
Irvine, CA 92614
Attn: Fred Galante, Esq.
E-Mail: fgalante@awattorneys.com

Buyer: OLSON URBAN HOUSING, LLC
3010 Old Ranch Parkway, Suite 100
Seal Beach, CA 90740
Attn: Todd Olson and John Reekstin
E-Mail tolson@theolsonco.com and jreekstin@theolsonco.com

Copy to: Dzida, Carey & Steinman
3 Park Plaza, Suite 750
Irvine, CA 92614
Attn: Jay R. Steinman, Esq.
E-Mail: jsteinman@dcslaw. com

B. (§902) Nonliability of City and City Officials and Employees; Conflicts of Interest; Commissions.

1. Personal Liability. No member, official, employee, agent or contractor of City or City shall be personally liable to Buyer in the event of any default or breach by City or for any amount which may become due to Buyer or on any obligations under the terms of the Agreement; provided, it is understood that nothing in this Section 902 is intended to limit City's liability.

2. Financial Interest. No member, official, employee or agent of City or City shall have any financial interest, direct or indirect, in this Agreement, nor participate in any decision relating to this Agreement which is prohibited by law.

3. Commissions. Neither City nor Buyer has retained any broker or finder or has paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement. No party shall be liable for any real estate commissions, brokerage fees or finders fees which may arise from this Agreement, and each party agrees to hold the other harmless from any claim by any broker, agent, or finder resulting due to the actions of such party.

C. (§903) Enforced Delay: Extension of Times of Performance.

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

Notwithstanding the foregoing or any other provision of this Agreement to the contrary and regardless of whether this Section 903 is referenced, a party shall not be deemed to be in default under this Agreement including, without limitation the Schedule of Performance, where delay or default is due to war; insurrection; strikes; lock-outs; riots, floods; earthquakes; fires; casualties; supernatural causes; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; subsurface conditions on the Site and unknown soils conditions; governmental restrictions or priority litigation; unusually severe weather; acts or failure to act of the other party; acts or the failure to act of a public or governmental agency or entity (except that acts or the failure to act of City shall not excuse performance by City unless the act or failure is caused by the acts or omissions of Buyer); or any other causes beyond the reasonable control or without the fault of the party claiming an extension of time to perform (herein "**Enforced Delay**"). In the event of an Enforced Delay, (i) the party delayed shall continue to exercise reasonable diligence to minimize the period of the delay and (ii) any time for performance under this Agreement shall be extended by the period of the Enforced Delay which shall commence to run from the time of the commencement of the Enforced Daly, provided notice by the party claiming such Enforced Delay is sent to the other party within fifteen (15) days after the commencement of the Enforced Delay unless the other party has actual knowledge of such Enforced Delay.

The following shall not be considered as events or causes beyond the control of Buyer, and shall not constitute Enforced Delay: (i) Buyer's failure to obtain financing for the Project (except as provided in Section 401), and (ii) Buyer's failure to negotiate agreements with prospective Residential Unit purchasers or the alleged absence of favorable market conditions for such uses.

Times of performance under this Agreement may also be extended by mutual written agreement by City and Buyer. City Manager shall have authority on behalf of City to approve extensions of time not to exceed a cumulative total of one hundred eighty (180) days with respect to the development of the Site.

D. (§904) Intentionally Omitted.

E. (§905) Assurances to Act in Good Faith.

City and Buyer agree to execute all documents and instruments and to take all action, including making a deposit of funds in addition to such funds as may be specifically provided for herein, and as may be required in order to consummate conveyance and development of the Site as herein contemplated, and shall use their best efforts, to accomplish the closing and subsequent development of the Site in accordance with the provisions hereof. City and Buyer shall each diligently and in good faith pursue the satisfaction of any conditions or contingencies subject to their approval.

F. (§906) Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement. This Agreement includes all attachments attached hereto, which are by this reference incorporated in this Agreement in their entirety.

G. (§907) Entire Agreement, Waivers and Amendments.

This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and this Agreement supersedes all negotiations and previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement, unless specified otherwise herein, must be in writing and signed by the appropriate authorities of City or Buyer, as applicable, and all amendments hereto must be in writing and signed by the appropriate authorities of City and Buyer.

H. (§908) Severability.

In the event any term, covenant, condition, provision or agreement contained herein is held to be invalid, void or otherwise unenforceable, by any court of competent jurisdiction, such holding shall in no way affect the validity or enforceability of any term, covenant, condition, provision or agreement contained herein.

I. (§909) Time for Acceptance of Agreement by City.

This Agreement, when executed by Buyer and delivered to City, must be authorized, executed and delivered by City, after consideration at a public meeting. After execution by Buyer, this Agreement shall be considered an irrevocable offer until such time as City is authorized to execute and deliver the Agreement.

J. (§910) Execution.

1. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

2. City represents and warrants that: (i) it is a municipal corporation under the laws of the State of California; (ii) by proper action of City, City has been duly authorized to

execute and deliver this Agreement, acting by and through its duly authorized officers; and (iii) the entering into this Agreement by City does not violate any provision of any other agreement to which City is a party.

3. Buyer represents and warrants that: (i) it is duly organized and existing under the laws of the State of California; (ii) by proper action of Buyer, Buyer has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers; and (iii) the entering into this Agreement by Buyer does not violate any provision of any other agreement to which Buyer is a party.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of execution by City.

REMINDER: PARTIES NEED TO INITIAL SECTION 409.

BUYER:

OLSON URBAN HOUSING, LLC, a Delaware limited liability company

By: In Town Living, Inc., a Delaware corporation
Its: Managing Member

By: _____
Chris Campbell, SVP / CFO

By: _____

Name: John Reekstin

Title: SVP, Community Development

CITY:

CITY OF CYPRESS CITY,
a California municipal agency

By: _____
Scott Minikus, Mayor

ATTEST:

By: _____
Alisha Farnell, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Fred Galante, City Attorney

ATTACHMENT NO. 1

LEGAL DESCRIPTION OF SITE

That certain real property in the City of Cypress, County of Orange, State of California legally described as follows:

ALL THAT CERTAIN LAND SITUATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE CITY OF CYPRESS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 16; THENCE SOUTH 582.84 FEET ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16 TO THE NORTHEASTERLY LINE OF THE PACIFIC ELECTRIC RAILWAY COMPANY'S 100 FOOT RIGHT OF WAY; THENCE NORTHWESTERLY 125.22 FEET ALONG SAID RIGHT OF WAY TO A LINE PARALLEL WITH AND WESTERLY 100 FEET FROM SAID EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE NORTH 467.80 FEET ALONG SAID PARALLEL LINE TO THE NORTH LINE OF SAID SECTION 16; THENCE EAST 100 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

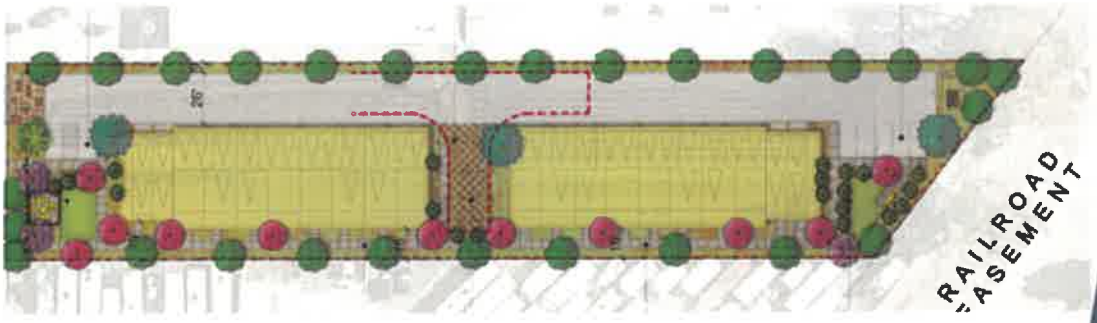
EXCEPT THE NORTH 66 FEET THEREON GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED AUGUST 28, 1956 IN BOOK 3625, PAGE 548 OF OFFICIAL RECORDS.

APN: 244-472-09

ATTACHMENT NO. 1-A

SITE MAP

Conceptual Site Plan



- 20 units; 5 affordable
- 2 bd/ba; 1,200 sq ft
- 8,500 sq ft open space
- City contributes land for affordable units
- Estimated AH sale price: $198,000

ATTACHMENT NO. 2
SCOPE OF DEVELOPMENT

The term "**Project**" shall mean improvements required to be constructed by Buyer on the Site including, but not limited to, the construction of buildings, glass and concrete work, landscaping, parking areas, and related improvements.

The acquisition and development costs for the Project shall be obtained by Buyer from a variety of sources.

ATTACHMENT NO. 3

SCHEDULE OF PERFORMANCE

	Item To Be Performed	Time for Performance
1.	Buyer executes and delivers 3 copies to City of the Sale Agreement and Escrow instructions to which this Exhibit is Attached ("**Sale Agreement**")	Prior to scheduled City Council meeting to consider the Sale Agreement.
2.	City Council approves or disapproves Sale Agreement. If approved, the date of such approval is "**Effective Date.**"	Within 30 days after execution by Buyer of Sale Agreement and delivery to City per Item 1
3.	Parties shall open Escrow by delivering fully executed copies of the Sale Agreement to Escrow Agent with Buyer delivering the Deposit to Escrow Agent ("**Opening of Escrow**")	Within 10 days after the Effective Date
4.	City delivers Preliminary Title Report to Buyer	Within10 days after Opening of Escrow
5.	Buyer approves or disapproves title exceptions	Within 45 days after delivery of Preliminary Title Report to Buyer
6.	City delivers notice to Buyer as to whether it will cure disapproved exceptions	Within 15 days after receipt of Buyer's notice of disapproved exceptions
7.	Buyer presents conceptual architectural drawings to City	Within 30 days following the Effective Date.
8.	Buyer submits Marketing Plan for the Affordable Units to City	Within 6 months following Effective Date.
9.	City approves or disapproves all entitlements for the Site including, without limitation, Conditional Use Permit, grading permit ready to issue and Tentative Tract Map with conditions of approval and grading permit ("**Entitlements**").	Within 90 days following the date when Buyer's application for the Entitlements is deemed complete.
10.	Escrow Agent gives notice of fees, charges, and costs to close Escrow	One (1) week prior to the Closing Date
11.	Deposits into Escrow by City:	All no later than 11 a.m. on Closing Date
	a) Executed Deed	

	Item To Be Performed	Time for Performance
	b) Estoppel Certificate	
	c) Payment of City's share of Escrow Costs.	
	d) Taxpayer ID Certificate	
	e) FIRPTA Certificate	
	f) Two (2) copies of the Regulatory Agreement	
	g) Owners Affidavit on Title Company Form	
12.	Deposits into Escrow by Buyer or on behalf of Buyer:	All no later than 11 a.m. on Closing Date
	a) Note	
	b) Deed of Trust	
	c) Estoppel Certificate	
	d) Regulatory Agreement	
	e) Acceptance of Grant Deed	
	f) Payment of Buyer's Share of Escrow Costs	
	g) Certificates evidencing insurance	
	h) PCOR	
13.	Closing Date	Ten (10) days following final City approval of all Entitlements and the expiration of all applicable appeal and challenge periods with no appeal or challenge having been filed or if filed resolved in favor of such approved entitlements.
14.	Buyer to submit building plans for Plan Check. Buyer responsible for payment of applicable fees.	Within 120 days following the Closing.
15.	Buyer commences construction of the Project (meaning commencement of grading of the Site)	Within 90 days following receipt of building permits.
16.	Project Completion.	Within 36 months from Closing.

	Item To Be Performed	Time for Performance
17.	Buyer completes sale of Affordable Units pursuant to the Approved Marketing Program	Not later than 6 months after completion of construction of the Project

Except as otherwise provided in this Schedule of Performance, all capitalized words and phrases used in this Schedule of Performance shall have the same meanings given them in the Sale Agreement. It is understood that the foregoing Schedule of Performance is subject to all of the terms and conditions set forth in the Sale Agreement. The summary of the items of performance in this Schedule of Performance is not intended to supersede or modify the more complete description in the text; in the event of any conflict or inconsistency between this Schedule of Performance and the text of the Sale Agreement, the text shall govern.

The time periods set forth in this Schedule of Performance are subject to Enforced Delay and may be altered or amended only by written agreement signed by both Buyer and City. A failure by either party to enforce a breach of any particular time provision shall not be construed as a waiver of any other time provision. City Manager shall has the ability to approve extensions of time without City Council action not to exceed a cumulative total of one hundred eighty (180) days as provided in Section 903 of the Sale Agreement.

ATTACHMENT NO. 4

GRANT DEED

FREE RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:

CITY OF CYPRESS
5275 Orange Ave
Cypress CA 90630
Attn: City Manager

APN 244-472-09 (Space Above This Line For Recorder's Office Use Only)

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged, CITY OF CYPRESS, a California municipal corporation ("**Grantor**") hereby grants to _____ ("**Grantee**"), the real property legally described in Exhibit "A" attached hereto and incorporated herein by this reference ("**Site**"). As consideration for this conveyance, the Grantee covenants by and for itself and any successors in interest for the benefit of Grantor, as follows:

1. Sale Agreement. The Site is conveyed pursuant to that certain Sale Agreement and Escrow Instructions entered into between and between Grantor and Grantee dated _____, 2024 ("**Sale Agreement**"). Grantee covenants and agrees for itself and its successors and assigns to use, operate and maintain the Site in accordance with the Sale Agreement so long as it is in effect and in accordance with its terms and this Deed. In the event of any conflict between this Grant Deed and the Sale Agreement, the provisions of the Sale Agreement shall control.

2. Regulatory Agreement. Grantee covenants and agrees for itself and its successors and assigns to its interest in the Site that it shall abide by all of the terms listed in that certain Regulatory Agreement and Declaration of Covenants and Restrictions between Grantor and Grantee dated and recorded concurrently with this Grant Deed ("**Regulatory Agreement**") for so long as the Regulatory Agreement is in effect in accordance with its terms.

3. Use of Site. Grantee covenants that Grantee may only use the Site for residential purposes as consistent with the time period and other terms, covenants and conditions set forth in the Sale Agreement and the Regulatory Agreement, by which Grantee has agreed to be bound for so long as the Regulatory Agreement is in effect according to its terms.

4. Encumbrances Prohibited. Prior to Project Completion as provided in the Sale Agreement, Grantee shall not place or suffer to be placed on the Site any lien or encumbrance other than mortgages, deeds of trust, sales and leases back or any other form of conveyance required for financing of the acquisition of the Site, the construction of

improvements on the Site, and any other expenditures necessary and appropriate to develop the Site, except as specifically provided in the Sale Agreement and attachments thereto.

5. Non-Discrimination. Grantee covenants that except for the tenancy/occupancy restrictions not prohibited by federal law as embodied in the Sale Agreement and Regulatory Agreement, there shall be no discrimination against, or segregation of, any persons, or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the rental, sale, lease, sublease, transfer, use, occupancy, or enjoyment of the Site, or any portion thereof, nor shall Grantee, or any person claiming under or through Grantee, establish or permit any such practice or practices of discrimination or segregation with references to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site or any portion thereof. The nondiscrimination and non-segregation covenants contained herein shall remain in effect in perpetuity.

6. **Form of Nondiscrimination Clauses in Agreements.** Subject to the tenancy/occupancy restrictions not prohibited by federal law as embodied in the Sale Agreement, which may modify the following nondiscrimination clauses, the following shall apply: Grantee shall refrain from restricting the rental, sale, or lease of any portion of the Site on the basis of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

a. Deeds: In deeds the following language shall appear: "The grantee herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land herein conveyed, nor shall the grantee itself, or any persons claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

b. Leases: In leases the following language shall appear: "The lessee herein covenants by and for itself, its heirs, executors, administrators, successors, and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the leasing, subleasing, renting, transferring, use, occupancy, tenure, or enjoyment of the land herein leased nor shall the lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased."

c. Contracts: In contracts the following language shall appear: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or

enjoyment of the land, nor shall the transferee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

The foregoing covenants shall remain in effect in perpetuity.

7. Mortgage Protection. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument permitted by the Sale Agreement; provided, however, that any successor of Grantee to the Site shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

8. Covenants to Run With the Land. The covenants contained in this Deed shall be construed as covenants running with the land and not as conditions which might result in forfeiture of title, and shall be binding upon Grantee, its heirs, successors and assigns to the Site, whether their interest shall be fee, easement, leasehold, beneficial or otherwise.

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed on its behalf by its respective officers duly authorized, this _____ day of _____, 202__.

GRANTOR:

CITY OF CYPRESS,
a California municipal agency

By: Not to be executed until Closing
Scott Minikus, Mayor

Date: _____, 2024

ATTEST:

By: Not to be executed until Closing
Alisha Farnell, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: Not to be executed until Closing
Fred Galante, City Attorney

ACCEPTANCE OF GRANT DEED

By its acceptance of this Grant Deed, Grantee hereby agrees as follows:

1. Grantee expressly understands and agrees that the terms of the Grant Deed shall be deemed to be covenants running with the land and shall apply to all of the Grantee's successors and assigns.

2. The provisions of this Grant Deed are hereby approved and accepted.

GRANTEE:

_____

By: _____

Its: Managing Member

By: _____

By: _____

Name: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 202__ before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Public

SEAL:

EXHIBIT A

LEGAL DESCRIPTION OF SITE

That certain real property in the City of Cypress, County of Orange, State of California legally described as follows:

ALL THAT CERTAIN LAND SITUATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE CITY OF CYPRESS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 16; THENCE SOUTH 582.84 FEET ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16 TO THE NORTHEASTERLY LINE OF THE PACIFIC ELECTRIC RAILWAY COMPANY'S 100 FOOT RIGHT OF WAY; THENCE NORTHWESTERLY 125.22 FEET ALONG SAID RIGHT OF WAY TO A LINE PARALLEL WITH AND WESTERLY 100 FEET FROM SAID EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE NORTH 467.80 FEET ALONG SAID PARALLEL LINE TO THE NORTH LINE OF SAID SECTION 16; THENCE EAST 100 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

EXCEPT THE NORTH 66 FEET THEREON GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED AUGUST 28, 1956 IN BOOK 3625, PAGE 548 OF OFFICIAL RECORDS.

APN: 244-472-09

ATTACHMENT NO. 5

PROMISSORY NOTE SECURED BY DEED OF TRUST

$ 1,629,000 ("**Loan Amount**") _____, 2024 ("**Note Date**")

FOR VALUE RECEIVED, OLSON URBAN HOUSING LLC, a Delaware limited liability company ("**Maker**") hereby promises to pay to the order of the CITY OF CYPRESS, a municipal corporation or order ("**Holder**" or "**City**") at a place designated by Holder, the principal sum of One Million Six Hundred Twenty-Nine Thousand Dollars ($1,629,000) ("**Note Amount**"), plus accrued interest (as specified below), or such lesser amount which shall from time to time be owing hereunder pursuant to the terms hereof.

Pursuant to the Sale Agreement (as defined below), Maker acquired the "**Property**" (as defined in the Sale Agreement). This Note represents the purchase price for the Property.

This Note is secured by that certain Purchase Money Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing of even date herewith made by and among Maker as trustor, Holder as beneficiary, and Fidelity National Title Insurance Company as trustee, and recorded concurrently with the recordation of the Grant Deed ("**Trust Deed**").

Reference is also made to the following additional agreements and documents involving Maker and Holder pertaining to the Property:

i. The Grant Deed executed by Holder conveying the Property to Maker which is recorded concurrently with the recordation of the Trust Deed securing this Note and which includes continuing covenants ("**Grant Deed**").

ii. The Regulatory Agreement and Declaration of Covenants and Restrictions executed by Holder (as City) and Maker (as Owner) which was recorded concurrently with the recordation of the Trust Deed securing this Note and which includes continuing covenants ("**Regulatory Agreement**").

iii. That certain Sale Agreement and Escrow executed by and between Holder (as City) and Maker (as Developer) for the sale of the Property to Maker and its development by Maker ("Sale Agreement").

The documents listed in subparagraphs (i), (ii) and (iii) above are referred to herein collectively as the "**City Agreements**" and individually as a "**City Agreement**." The City Agreements are incorporated herein as though fully set forth. However, the City Agreements are NOT secured by the Trust Deed.

1. **Defined Terms.** Except as otherwise provided herein, the defined terms used in this Note shall have the same meaning as set forth in the Sale Agreement.

2. **Purpose of Loan.** This Note is a purchase money carry-back obligation for the purchase price related to the sale of the Property in accordance with the Sale Agreement.

3. **Effective Date.** This Note shall be effective as of the date that the Trust Deed is recorded in the Official Records of Orange County against the Property ("**Effective Date**").

4. **Principal Amount.** The principal amount of this Note is One Million Six Hundred Twenty-Nine Thousand Dollars ($1,629,000) ("**Principal**").

5. **Interest.** Commencing as of the Effective Date, interest shall accrue on the principal at the rate of four percent (4%) per annum simple interest until paid in full.

6. **Payments; Forgiveness.**

    a. **Principal Payment.** The amount of One Million Six Hundred Twenty-Nine Thousand Dollars ($1,629,000), plus all interest accrued thereon, shall be paid to Holder concurrently with the sale of each of the Affordable Units (as defined in the Sale Agreement). Should Maker fail to comply with the terms of the Regulatory Agreement to sell five (5) units to Qualified Purchasers, as described therein, the entire remaining principal balance plus any accrued interest shall be due and payable upon the first to occur of (i) one (1) year from the Project Completion; or (ii) thirty-six (36) months of the Effective Date (as defined in Section 3).

    b. **Late Charge.** If Maker shall fail to make any payment, including the final combined principal and interest installment, within ten (10) days after the date the same is due and payable, a late charge by way of damages shall be immediately due and payable. Maker recognizes that default by Maker in making the payments herein agreed to be paid when due will result in the City incurring additional expense in servicing the loan, in loss to the City of the use of the money due and in frustration to the City in meeting its other financial and loan commitments. Maker agrees that, if for any reason Maker fails to pay the amounts due under this Note when due, the City hereof shall be entitled to damages for the detriment caused thereby, but that it is extremely difficult and impractical to ascertain the extent of such damages. Maker therefore agree that a sum equal to five percent (5%) of each payment which becomes delinquent ("**Late Charge**") is a reasonable estimate of said damages to the City of this Note, which sum Maker agree to pay on demand. Prior to collecting any late charge hereunder, City shall comply with the provisions of California Civil Code Section 2954.5, as such section or any successor section may now or hereafter be in effect.

    c. **Default Interest Rate**. Upon the occurrence of a default under this Note, the interest rate shall thereafter be eight percent (8%) per annum.

7. **Prepayment.** Maker may prepay this Note, in whole or in part, at any time without penalty.

8. **Cross-Default.**

    a. **City Agreements**. A default by Maker under the terms and conditions of any City Agreements shall be a default under this Note.

    b. **Trust Deed**. A default by Maker under the terms and conditions of the Trust Deed is a default under this Note.

9. **Acceleration on Default.** In the event Maker is in default under this Note, Holder may, at its option, declare this Note and the entire obligations hereby evidenced immediately due and payable as Holder may elect.

10. **Acceleration on Transfer or Encumbrance of Property.** The Trust Deed contains the following provision: "Subject to the terms of Section 303 of the Sale Agreement, if Trustor sells, contracts to sell, gives an option to purchase, conveys, leases with an option to purchase, encumbers, or alienates the Property, or any interest in it, or, if Trustor sells, contracts to sell, gives an option to purchase, conveys, leases with an option to purchase, encumbers, or alienates the Property, or any interest in it, or suffers its title to, or any interest in, the Property to be divested, whether voluntarily or involuntarily; or if there is a sale or transfer of beneficial interests in Trustor equal to fifty percent (50%) or more of the beneficial ownership interests of that entity outstanding at the date of this Deed of Trust; or if Trustor changes or permits to be changed the character or use of the Property; or if title to such Property becomes subject to any lien or charge, voluntary or involuntary, contractual or statutory, without Beneficiary's prior written consent, then Beneficiary, at Beneficiary's option, may, without prior notice, declare all sums secured by this Deed of Trust, regardless of their stated due date(s), immediately due and payable and may exercise all rights and remedies in this Deed of Trust."

11. **Collection Costs; Attorneys' Fees.** If, because of a default under this Note, an attorney is engaged by Holder to enforce of defend any provision of this Note, whether or not suit is filed hereon, then Maker shall pay upon demand reasonable attorneys' fees, expert witness fees and all costs so incurred by Holder together with interest thereon until paid at the applicable rate of interest payable hereunder, as if such fees and costs had been added to the principal owing hereunder.

12. **Waivers by Maker.** Maker and any and all endorsers, guarantors and persons liable or to become liable on this Note waive presentment, protest and demand, notice of protest, demand and dishonor and nonpayment of this Note.

13. **Severability.** The unenforceability or invalidity of any provision or provisions of this Note as to any persons or circumstances shall not render that provision or those provisions unenforceable or invalid as to any other provisions or circumstances, and all provisions hereof, in all other respects, shall remain valid and enforceable.

14. **Modifications.** Neither this Note nor any term hereof may be waived, amended, discharged, modified, changed or terminated orally; nor shall any waiver of any provision hereof be effective except by an instrument in writing signed by Maker and Holder.

15. **No Waiver by Holder.** No waiver of any breach, default or failure of condition under the terms of this Note shall be implied from any failure of the Holder of this Note to take, or any delay be implied from any failure by the Holder in taking action with respect to such breach, default or failure from any prior waiver of any similar or unrelated breach, default or failure.

16. **Usury.** Notwithstanding any provision in this Note, the total liability for payment in the nature of interest shall not exceed the limit imposed by applicable laws of the State of California.

17. **Governing Law.** This Note has been executed and delivered by Maker in the State of California and is to be governed and construed in accordance with the laws thereof.

18. **Time of Essence.** Time is of the essence in the performance of the obligations and provisions set forth in this Note.

19. **Notices.** All notices, demands, requests, elections, approvals, disapprovals, consents or other communications given under this Note shall be in writing and shall be given by personal delivery, certified mail, return receipt requested, or overnight guaranteed delivery service and addressed as follows:

Holder:	City of Cypress 5275 Orange Ave. Cypress CA 90630 Attn: City Manager
Copy to:	Aleshire & Wynder, LLP 1 Park Plaza, Suite 1000 Irvine, CA 92614 Attn: Fred Galante, Esq.
Maker:	Olson Urban Housing, LLC 3010 Old Ranch Parkway, Suite 100 Seal Beach, CA 90740 Attn: _____

Notices shall be effective upon the earlier of receipt or refusal of delivery. Each party shall promptly notify the other party of any change(s) of address to which notice shall be sent pursuant to this Note.

IN WITNESS WHEREOF, Maker has executed this Note as of the Note Date.

MAKER:

_____

By: Not to be executed until Closing
_____

By: Not to be executed until Closing
_____

ATTACHMENT NO. 6

DEED OF TRUST

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF CYPRESS
5275 Orange Ave
Cypress CA 90630
Attn: City Manager

APN 244-472-09

(Space Above This Line For Recorder's Office Use Only)
EXEMPT FROM RECORDING FEE PER GOV. CODE § 6103

DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

NOTE: RIDER ATTACHED TO THIS DEED OF TRUST ("**RIDER**") CONTAINS ADDITIONAL TERMS INCLUDING SECURITY AGREEMENT AND FIXTURE FILING.

This DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("Deed of Trust"), is made _____, 2024, between _____ **("TRUSTOR")**, whose address is 3010 Old Ranch Parkway, Suite 100, Seal Beach, CA 90740, in favor of CITY of CYPRESS, a California municipal corporation **("BENEFICIARY")**, and FIRST AMERICAN TITLE COMPANY, a corporation **("TRUSTEE").**

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, Trustor's estate in that real property in City of Cypress, County of Orange, State of California, described as set forth on EXHIBIT "A" attached hereto ("**Property**") together with the rents, issues and profits thereof, subject, however, to the right, power and City hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of One Million Six Hundred Twenty-Nine Thousand Dollars ($1,629,000) with interest thereon according to the terms of that certain Promissory Note Secured by Deed of Trust of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof; (2) the performance of each agreement of Trustor incorporated by reference or contained herein; (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or its successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust; and (4) all additional obligations specified in the Rider.

To protect the security of this Deed of Trust, and with respect to the Property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Orange	T-3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Orange	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Cypress	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego	SERIES 5 Book 1964, Page 149774				

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

MAKER:

_____a
Delaware limited liability corporation

By: Not to be executed until Closing
_____
___

By: Not to be executed until Closing
_____
_____

[ACKNOWLEDGMENT FORMS AT END OF RIDER]

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

1) To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in a good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at the option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

4) To pay: at least ten (10) days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary of Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same is such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from the date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

1) That any award in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and City, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or be a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collecting of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6) That upon default by Trustor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may

determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

TO FIRST AMERICAN TITLE COMPANY, TRUSTEE:

The undersigned is the legal owner and holder of the note or notes and of all indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, an all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated _____

_____

_____

Please mail Deed of Trust,
Note and Reconveyance to _____

Do Not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

RIDER TO DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS RIDER TO DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("**Rider**") is executed this _____ day of _____, 2024, by _____ ("**Trustor**") in favor of the CITY OF CYPRESS, a California municipal corporation ("**Beneficiary"),** the same parties to that certain "Deed of Trust With Assignment of Rents, Security Agreement and Fixture Filing" of even date herewith to which this Rider is attached. This Rider is made a part of and is incorporated into said Deed of Trust. This Rider shall supersede any conflicting term or provision of the form Deed of Trust to which it is attached.

Reference is made to the following agreements and documents: (i) that certain Promissory Note Secured by Deed of Trust made by Trustor as "maker" in favor of Beneficiary as "holder" of even date herewith, the repayment of which by Trustor is secured by this Deed of Trust ("**Note**"); (ii) that certain Grant Deed from City as grantor to Trustor as grantee recorded concurrently ("**Grant Deed**"); (iii) that certain Sale Agreement and Escrow Instructions by and between Trustor as "City" and Beneficiary as "Developer" dated _____, 2024, providing for Trustor's acquisition and development of the Property (also referred to therein as the Site) ("**Sale Agreement**"); and (iv) that certain Regulatory Agreement and Declaration of Covenants and Restrictions dated _____, 2024, by and between Trustor as "Owner" and Beneficiary as "City," providing for the use, operation, and maintenance of the Property ("**Regulatory Agreement**").

The parties hereto agree:

1. Property. The estate subject to this Deed of Trust is Trustor's fee estate in the real property legally described in the Deed of Trust ("**Property**"). In addition, Trustor grants to beneficiary a security interest in all of Trustor's rights, title, and interest in and to the following:

(a) All present and future inventory and equipment, as those terms are defined in the California Commercial Code, and all other present and future personal property of any kind or nature whatsoever, now or hereafter located at, upon or about the Property or used or to be used in connection with or relating or arising with respect to the Property and/or the use thereof or any improvements thereto, including without limitation all present and future furniture, furnishings, fixtures, goods, tools, machinery, plumbing and plumbing material and supplies, concrete, lumber, hardware, electrical wiring and electrical material and supplies, heating and air conditioning material and supplies, roofing material and supplies, window material and supplies, doors, paint, drywall, insulation, cabinets, ceramic material and supplies, flooring, carpeting, appliances, fencing, landscaping and all other materials, supplies and property of every kind and nature.

(b) All present and future accounts, general intangibles, chattel paper, contract rights, deposit accounts, instruments and documents as those terms are

defined in the California Commercial Code, now or hereafter relating or arising with respect to the Property and/or the use thereof or any improvements thereto, including without limitation: (i) all rights to the payment of money, including escrow proceeds arising out of the sale or other disposition of all or any portion of the Property; (ii) all architectural, engineering, design and other plans, specifications and drawings relating to the development of the Property and/or any construction thereon; (iii) all use permits, occupancy permits, construction and building permits, and all other permits and approvals required by any governmental or quasi-governmental City in connection with the development, construction, use, occupancy or operation of the Property; (iv) any and all agreements relating to the development, construction, use, occupancy and/or operation of the Property between Trustor and any contractor, subcontractor, project manager or supervisor, architect, engineer, laborer or supplier of materials; (v) all lease, rental or occupancy agreements and payments received thereunder; (vi) all names under which the Property is now or hereafter known and all rights to carry on business under any such names or any variant thereof; (vii) all trademarks relating to the Property and/or the development, construction, use, occupancy or operation thereof; (viii) all goodwill relating to the Property and/or the development, construction, use, occupancy or operation thereof; (ix) all insurance proceeds and condemnation awards arising out of or incidental to the ownership, development, construction, use, occupancy or operation of the Property; (x) all reserves, deferred payments, deposits, refunds, cost savings, bonds, insurance policies and payments of any kind relating to the Property; (xi) all loan commitments issued to Trustor in connection with any sale or financing of the Property; (xii) all water stock, if any, relating to any Property and all shares of stock or other evidence of ownership of any part of or interest in any Property that is owned by Trustor in common with others; and (xiii) all supplements, modifications and amendments to the foregoing.

(c) All fixtures located upon or within the Property or now or hereafter attached to, installed in, or used or intended for use in connection with the Property, including without limitation any and all partitions, generators, screens, awnings, boilers, furnaces, pipes, plumbing, elevators, cleaning, call and sprinkler systems, fire extinguishing apparatus and equipment, water tanks, heating ventilating, air conditioning and air cooling equipment, and gas and electric machinery and equipment.

(d) All present and future accessories, additions, attachments, replacements and substitutions of or to any or all of the foregoing.

(e) All cash and noncash proceeds and products of any and all of the foregoing, including without limitation all monies, deposit accounts, insurance proceeds and other tangible or intangible property received upon a sale or other disposition of any of the foregoing.

2. Obligations Secured. Trustor makes this grant and assignment for the purpose of securing the following obligations ("**Secured Obligations**"):

(a) Payment to Beneficiary of all indebtedness at any time owing under the terms of the Note;

(b) Payment and performance of all obligations of Trustor under this Deed of Trust;

(c) Payment and performance of all future advances and other obligations of Trustor or any other person, firm, or entity with the approval of Trustor, may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Beneficiary, when the obligation is evidenced by a writing which recites that it is secured by this Deed of Trust; and

(d) All modifications, extensions and renewals of any of the obligations secured hereby, however evidenced.

The obligations under the Sale Agreement, the Grant Deed and the Regulatory Agreement are **NOT** secured by this Deed of Trust.

3. Obligations. The term "**obligations**" is used herein in its broadest and most comprehensive sense and shall be deemed to include, without limitation, all interest and charges, prepayment charges, late charges and fees at any time accruing or assessed on any of the Secured Obligations.

4. Incorporation. All terms of the Note and the Secured Obligations are incorporated herein by this reference. All persons who may have or acquire an interest in the Property shall be deemed to have notice of the terms of all of the foregoing documents.

5. Mortgagee-in-Possession. Neither the assignment of rents set forth in the Deed of Trust nor the exercise by Beneficiary of any of its rights or remedies hereunder shall be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise liable in any manner with respect to the Property, unless Beneficiary, in person or by agent, assumes actual possession thereof. Nor shall appointment of a receiver for the Property by any court at the request of Beneficiary or by agreement with Trustor, or the entering into possession of the Property by such receiver, be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise liable in any manner with respect to the Property.

6. No Cure. In the event Beneficiary collects and receives any rents under the Deed of Trust upon any default hereof, such collection or receipt shall in no way constitute a curing of the default.

7. Opportunity to Cure. Trustor's failure or delay to perform any term or provision of this Deed of Trust constitutes a default under this Deed of Trust; however, Trustor shall not be deemed to be in default if (i) Trustor cures, corrects, or remedies such default within thirty (30) days after receipt of a notice specifying such failure or delay, or (ii) for such defaults that cannot reasonably be cured, corrected, or remedied within thirty (30) days, if Trustor commences to cure, correct, or remedy such failure or delay within thirty (30) days after receipt of a written notice specifying such failure or delay, and diligently prosecutes such cure, correction or remedy to completion.

Beneficiary shall give written notice of default to Trustor, specifying the default complained of by Trustor. Copies of any notice of default given to Trustor shall also be delivered to any permitted lender. Beneficiary may not institute proceedings against Trustor until thirty (30) days after giving such notice or such longer period of time as may be provided herein. In no event shall Beneficiary be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within sixty (60) days after the first notice of default is given.

Except as otherwise expressly provided in this Deed of Trust, any failure or delay in giving such notice or in asserting any of its rights and remedies as to any default shall not constitute a waiver of any default, nor shall it change the time of default, nor shall it deprive either party of its rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

In the event of any inconsistency in the terms of this Rider and the provisions set forth in the standard deed of trust recorded in the Recorder's Office of the County of Orange, the terms of this Rider shall control.

Notwithstanding anything to the contrary contained in this Deed of Trust, Beneficiary Lender hereby agrees that any cure of any default made or tendered by Trustor's limited partner shall be deemed to be a cure by Trustor and shall be accepted or rejected on the same basis as if made or tendered by Trustor.

8. Possession Upon Default. Subject to Section 7 above, upon the occurrence of a default, and after delivery of notice and the expiration of all applicable cure periods, Beneficiary may, at its option, without any action on its part being required and without in any way waiving such default, take possession of the Property and have, hold, manage, lease and operate the same, on such terms and for such period of time as Beneficiary may deem proper, and may collect and receive all rents and profits, with full power to make, from time to time, all alterations, renovations, repairs or replacements thereto as may seem proper to Beneficiary, and to apply such rents and profits to the payment of (a) the cost of all such alterations, renovations, repairs and replacements, and all costs and expenses incident to taking and retaining possession of the Property, and the management and operation thereof, and keeping the same properly insured; (b) all taxes, charges, claims, assessments, and any other liens which may be prior in lien or payment of the Note, and premiums for insurance, with interest on all such items; and (c) the indebtedness secured hereby, together with all costs and attorney's fees, in such order or priority as to any of such items as Beneficiary in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding. Any amounts received by Beneficiary or its agents in the performance of any acts prohibited by the terms of this assignment, including, but not limited to, any amounts received in connection with any cancellation, modification or amendment of any lease prohibited by the terms of this assignment and any rents and profits received by Trustor after the occurrence of a default shall be held by Trustor as trustee for Beneficiary and all such amounts shall be accounted for to Beneficiary and shall not be commingled with other funds of the Trustor. Any person receiving any portion of such trust funds shall receive the same in trust for Beneficiary as if such person had actual or constructive notice that such funds were impressed with a trust in accordance therewith.

9. Receiver. In addition to any and all other remedies of Beneficiary set forth under this Deed of Trust or permitted at law or in equity, if a default shall have occurred, Beneficiary, to the extent permitted by law and without regard to the value, adequacy or occupancy of the security for the Note and other sums secured hereby, shall be entitled as a matter of right if it so elects to the appointment of a receiver to enter upon and take possession of the Property and to collect all rents and profits and apply the same as the court may direct, and such receiver may be appointed by any court of competent jurisdiction by ex parte application and without notice, notice of hearing being hereby expressly waived. The expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the power herein contained shall be secured by this Deed of Trust.

10. Acceleration. Subject to the terms in Section 303 of the Sale Agreement, if Trustor sells, contracts to sell, gives an option to purchase, conveys, leases with an option to purchase, encumbers, or alienates the Property, or any interest in it, or the Sale Agreement, if Trustor sells, contracts to sell, gives an option to purchase, conveys, leases with an option to purchase, encumbers, or alienates the Property, or any interest in it, or suffers its title to, or any interest in, the Property to be divested, whether voluntarily or involuntarily; or if there is a sale or transfer of beneficial interests in Trustor equal to fifty percent (50%) or more of the beneficial ownership interests of that entity outstanding at the date of this Deed of Trust; or if Trustor changes or permits to be changed the character or use of the Property; or if title to such Property becomes subject to any lien or charge, voluntary or involuntary, contractual or statutory, without Beneficiary's prior written consent, then Beneficiary, at Beneficiary's option, may, without prior notice, declare all sums secured by this Deed of Trust, regardless of their stated due date(s), immediately due and payable and may exercise all rights and remedies in this Deed of Trust.

101. Security Agreement. This Deed of Trust also constitutes a security agreement with respect to all personal property in which Beneficiary is granted a security interest hereunder, and Beneficiary shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as enacted in California ("California Uniform Commercial Code") as well as all other rights and remedies available at law or in equity. Trustor hereby agrees to execute and deliver on demand and hereby irrevocably constitutes and appoints Beneficiary the attorney-in-fact of Trustor, to execute, deliver and, if appropriate, to file with the appropriate filing officer or office such security agreements, financing statements, continuation statements or other instruments as Beneficiary may request or require in order to impose, perfect or continue the perfection of, the lien or security interest created hereby. Trustor and Beneficiary agree that the filing of a financing statement in the record normally having to do with personal property shall never be construed as in any way derogating from or impairing the lien of this Deed of Trust and the intention of Trustor and Beneficiary that everything used in connection with the operation or occupancy of the Property is and at all times and for all purposes and in all proceedings, both legal and equitable, shall be regarded as real property or goods which are or are to become fixtures, irrespective of whether (i) any such item is physically attached to the buildings and improvements on the Property; (ii) serial numbers are used for the better identification of certain equipment items capable of being filed by the Beneficiary; or (iii) any such item is referred to or reflected in any such financing statement so filed at any time. Such mention in the financing statements is declared to be for the protection of the Beneficiary in the event any court or judge shall at any time hold that

notice of Beneficiary's priority of interest must be filed in the California Commercial Code records to be effective against a particular class of persons, including, but not limited to, the federal government and any subdivision or entity of the federal government. Trustor covenants and agrees to reimburse Beneficiary for any costs incurred in filing such financing statement and any continuation statements.

Upon the occurrence of default hereunder, and after delivery of notice and the expiration of all applicable cure periods, Beneficiary shall have the right to cause any of the Property which is personal property and subject to the security interest of Beneficiary hereunder to be sold at any one or more public or private sales as permitted by applicable law, and Beneficiary shall further have all other rights and remedies, whether at law, in equity, or by statute, as are available to secured creditors under applicable law, specifically including without limitation the right to proceed as to both the real property and the personal property contained within the Property as permitted by Uniform Commercial Code Section 9501(4), including conducting a unified sale thereof. Any such disposition may be conducted by an employee or agent of Beneficiary or Trustee. Any person, including both Trustee and Beneficiary, shall be eligible to purchase any part or all of such property at any such disposition.

This Deed of Trust constitutes a fixture filing under Sections 9313 and 9402(6) of the California Uniform Commercial Code, as amended or recodified from time to time.

11. Notices, Demands, and Communications. Formal notices, demands, and communications between Trustor and Beneficiary shall be given by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (iii) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to:

To Beneficiary:	City of Cypress 5275 Orange Ave. Cypress CA 90630 Attn: City Manager
With a copy to:	Aleshire & Wynder, LLP 1 Park Plaza, Suite 1000 Irvine, CA 92614 Attn: Fred Galante, Esq.
To Trustor:	Olson Urban Housing, LLC 3010 Old Ranch Parkway, Suite 100 Seal Beach, CA 90740 Attn: _____

Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective on the second business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as either party may from time to time designate by mail.

Copies of all notices which are sent to Trustor shall also be sent to Trustor's limited partner as specified above. This obligation may not be changed by Trustor but only upon written notice to Beneficiary by the limited partner.

IN WITNESS WHEREOF, Trustor has executed this Rider on the date of Trustor's acknowledgment hereinbelow, to be effective for all purposes as of the day and year first set forth above.

MAKER:

_____, a Delaware limited liability corporation

By: Not to be executed until Closing
_____
_____

By: Not to be executed until Closing
_____
_____

EXHIBIT "A"

LEGAL DESCRIPTION

That certain real property in the City of Cypress, County of Orange, State of California legally described as follows:

ALL THAT CERTAIN LAND SITUATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE CITY OF CYPRESS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 16; THENCE SOUTH 582.84 FEET ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16 TO THE NORTHEASTERLY LINE OF THE PACIFIC ELECTRIC RAILWAY COMPANY'S 100 FOOT RIGHT OF WAY; THENCE NORTHWESTERLY 125.22 FEET ALONG SAID RIGHT OF WAY TO A LINE PARALLEL WITH AND WESTERLY 100 FEET FROM SAID EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE NORTH 467.80 FEET ALONG SAID PARALLEL LINE TO THE NORTH LINE OF SAID SECTION 16; THENCE EAST 100 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

EXCEPT THE NORTH 66 FEET THEREON GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED AUGUST 28, 1956 IN BOOK 3625, PAGE 548 OF OFFICIAL RECORDS.

APN: 244-472-09

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2024 before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Public

SEAL:

ATTACHMENT NO. 7

REGULATORY AGREEMENT AND DECLARATION OF COVENANTS AND RESTRICTIONS

ATTACHMENT NO. 7

MASTER AFFORDABLE HOUSING COVENANT AGREEMENT

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF CYPRESS
5275 Orange Ave.
Cypress CA 90630
Attn: City Manager

APN 244-472-09

(Space Above This Line For Recorder's Office Use Only)
EXEMPT FROM RECORDING FEE PER GOV. CODE § 6103

MASTER AFFORDABLE HOUSING COVENANT AGREEMENT

This MASTER AFFORDABLE HOUSING COVENANT AGREEMENT ("**Agreement**") is entered into as of the _____ day of _____, 2024 ("**Effective Date**") , by and between the CITY OF CYPRESS, a California municipal corporation ("**City**"), and OLSON URBAN HOUSING, LLC, a Delaware limited liability corporation ("**Developer**").

RECITALS

A. Pursuant to that certain Sale Agreement and Escrow Instructions between Developer and City dated _____, 2024 ("**PSA**"), City has conveyed to Developer fee title to certain real property located in City of Cypress, County of Orange, State of California, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("**Property**"), and the Developer has agreed to develop residential units thereon.

B. Pursuant to the PSA, Developer has agreed to restrict the sale and occupancy of five (5) single family dwelling units as affordable to low income households as provided in this Agreement, and City has agreed to make "silent second" loans to the purchasers of each of the low income units. The layout of the Project and all the residential units are depicted and their locations identified on Exhibit B attached hereto ("**Project Layout**").

NOW, THEREFORE, in consideration of the above Recitals, which are incorporated herein by this reference, and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1. DEFINITIONS AND EXHIBITS

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 ***Area Median Income*** means the Orange County area median income, adjusted for household size, as established by the United States Department of Housing and Urban Development (HUD), and as published periodically by California Housing and Community

Development (HCD) pursuant to Section 50093 et seq. of California Health and Safety Code and applicable regulations.

1.1.2 ***Covenant Agreement for Restricted AH Unit*** means the "Affordability Covenants and Restrictions Affecting Real Property with Option to Purchase Secured by Deed of Trust" substantially in the form attached hereto as Exhibit C for a Low Income Household and to be recorded against the Low Income Unit as provided in Article 2 which shall bind the Restricted AH Unit for forty-five (45) years.

1.1.3 ***Covenant Deed of Trust*** shall mean a deed of trust in the form attached as Exhibit D to be executed by the applicable Eligible Purchaser which shall secure the Covenant Agreement for Restricted AH Unit for the applicable Restricted AH Unit being purchased to be recorded against the Restricted AH Unit concurrently with the Covenant Agreement as provided in Article 2.

1.1.4 ***Eligible Purchaser*** shall mean a Qualified Purchaser who is purchasing one of the Restricted AH Units for which he/she qualifies and who is not an Ineligible Purchaser.

1.1.5 ***FMV of the Restricted AH Unit*** shall mean the fair market value of the Restricted AH Unit determined as provided in Section 2.7.1.

1.1.6 ***Household*** means all persons residing in a Restricted AH Unit.

1.1.7 ***Ineligible Purchaser*** shall have the meaning defined in Section 2.5.

1.1.8 ***Low Income Household*** means a Household whose income does not exceed the maximum income for Low Income Households for Orange County, adjusted for applicable household size, as annually determined by regulation of the California Department of Housing and Community Development pursuant to Section 50093 of the California Health and Safety Code and applicable regulations.

1.1.9 ***Market Rate Units*** means the Units within the Project which are not Restricted AH Units.

1.1.10 ***Purchase Price for Restricted AH Unit*** means the purchase price for the sale of the applicable Restricted AH Unit to an Eligible Purchaser which shall be calculated pursuant to Section 2.1.

1.1.11 ***Qualified Purchaser*** means an Eligible Purchaser of the Applicable AH Household Income that meets with all income and asset verification requirements in this Agreement for the applicable Restricted AH Unit.

1.1.12 ***Qualified Purchaser Loans*** means the loans to be made by City to each purchaser of a Restricted AH Unit as described in Section 2.7 hereof.

1.1.13 ***Restricted AH Units*** shall mean the following Units which are restricted for sale to a Low Income Household: _____.

1.1.14 ***Total Housing Cost*** means the total monthly or annual recurring expenses required of a household to obtain shelter, and includes the mortgage payment (principal and interest, based on a thirty (30) year term), parking amenities, utilities, homeowner association dues, real estate taxes, mortgage insurance and any other related assessments.

1.1.15 *Unit* means a residential unit in the Project.

1.2 **Exhibits.** The following documents are attached to, and by this reference are incorporated herein and made a part of, this Agreement:

Exhibit A	Legal Description of the Property
Exhibit B	Project Layout Plan
Exhibit C	Covenant Agreement for Restricted AH Units
Exhibit D	Covenant Deed of Trust

ARTICLE 2. RESTRICTED AH UNITS

2.1 **Purchase Price for Restricted AH Unit.**

2.1.1 **Determination.** Developer shall sell each of the Restricted AH Units to an Eligible Purchaser for an Affordable Household at the Applicable AH Household Income at the purchase price determined based on Applicable Affordable Housing Costs and which assumes a five percent (5%) down payment and a Qualified Purchaser Loan.

2.1.2 **Loan.** The maximum home loan amount for a Restricted AH Unit shall be based upon the income of a household with the applicable family size purchasing the Restricted AH Unit and assuming a five percent (5%) down payment and a Qualified Purchaser Loan. The maximum home loan amount for the Restricted AH Unit shall be submitted by Developer and approved or rejected by City within ten (10) business days from receipt.

2.2 **Purchase Price Ranges for Restricted AH Units.** Prior to listing the Restricted AH Units, Developer shall develop and provide to City the purchase price calculations for each Restricted AH Unit based on the size of the applicable Restricted AH Unit and number of members of the Low Income Household. City shall reasonably cooperate to provide such confirmation to Developer within ten (10) business days of written request therefore.

2.3 **Selection of Eligible Purchasers.** The Restricted AH Units may be sold to Eligible Purchasers selected by Developer who meet the income and affordability requirements provided in this Agreement and subject to the written approval of City. Developer is not required to sell a Restricted AH Unit to an Eligible Purchaser referred by City, but Developer shall accept or reject any such Eligible Purchaser based upon the same evaluation criteria that Developer applies to buyers of other residential units within the Project. Upon City's request, Developer shall provide to City a written response detailing the reasons for rejection of an Eligible Purchaser referred by City.

2.4 **Income and Assets of Eligible Purchasers.** Prior to the sale of the Restricted AH Unit, Developer shall submit to City a completed income computation and certification form acceptable to or otherwise provided by City certifying that the Eligible Purchaser (including any co-purchaser) purchasing the Restricted AH Unit meets the income and asset limitation requirements established for the Restricted AH Unit. Developer shall obtain an income certification form from the proposed Eligible Purchaser and shall certify that, to the best of Developer's knowledge, (i) the income of the proposed Eligible Purchaser is truthfully set forth in the income certification form; (ii) the proposed Eligible Purchaser does not own any real estate and does not have liquid assets that

exceed the amount specified below; and (iii) the proposed Eligible Purchase is not an Illegible Purchaser.

An Eligible Purchaser (nor any occupant) shall own any other real property at the close of escrow of the applicable Restricted AH Unit. Furthermore, an Eligible Purchaser (nor any co-purchaser or occupant) shall not own any liquid assets whose aggregate value exceeds, at the time of determination of eligibility, that exceeds the total closing costs plus the Applicable Housing Cost. As used herein, the term "**liquid assets**" refers to cash and assets which are readily convertible to cash within a reasonable period, including but not limited to savings and checking accounts, certificates of deposit of any term, marketable securities, money market and similar accounts, mutual fund shares, and insurance policy cash values. The term "**liquid assets**" shall not include any retirement funds which are not readily accessible or which cannot be accessed by the buyer without the buyer incurring a penalty, or any funds to be used to pay closing costs or to pay make the down payment on the Restricted AH Unit.

Developer shall verify the income certification of the proposed Eligible Purchaser (and any co-purchaser) by one or more of the following methods:

- Obtain paycheck stubs from the proposed Eligible Purchaser's two (2) most recent pay periods.
- Obtain a true copy of an income tax return from the proposed Eligible Purchaser for the most recent tax year in which a return was filed.
- Obtain an income verification certification from the employer of the proposed Eligible Purchaser.
- Obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the proposed Eligible Purchaser receives assistance from such agencies.
- Obtain an alternate form of income verification reasonably acceptable to City and commonly used for such projects.

Developer shall provide copies of all verification documentation to City.

2.5 Ineligible Purchaser. No Relative (as defined below) of (a) any employee, officer, board member or shareholder of Developer (or any successor Developer of the Project) or any of its members, affiliates or subsidiaries, or (b) any employee or official of City, may purchase an Affordable Unit. "**Relative**" shall mean a parent, children, sibling, spouse, uncle, aunt, cousin, niece, nephew, grandparent, and grandchild and shall also extend to any of the foregoing persons related through marriage (i.e. in-laws or step relationships.)

2.6 Covenant Agreement for Restricted AH Unit. In accordance with Section 2.7 below, each Restricted AH Unit shall be subject to the Covenant Agreement for Restricted AH Unit which shall be effective for a period of forty-five (45) years (unless terminated pursuant to such Covenant Agreement for Restricted AH Unit) commencing on the date of the recordation of (i) the grant deed from Developer to the Eligible Purchaser of the Restricted AH Unit; together with (ii) the Covenant Agreement for Restricted AH Unit and the Covenant Deed of Trust.

2.7 Qualified Purchaser Loans. City has agreed pursuant to the PSA to make "silent second" loans to the purchasers of each of the five Restricted AH Units within the Project ("**Qualified Purchaser Loans**"). As set forth in the PSA, (i) Homeowner repayment

of Qualified Purchaser Loans will be due upon the subsequent transfer of the Restricted AH Unit, with no periodic payments required; (ii) any remaining balance of the Qualified Purchaser Loan will be forgiven upon the expiration of the affordability covenant for such Restricted AH Unit, provided that such affordability covenant is not in default at such time, (iii) the Qualified Purchaser Loans will be assumable by subsequent purchasers of the Restricted AH Units who satisfy the requirements of this Agreement, and (v) Qualified Purchaser Loans will be secured with deeds of trust which will be subordinate to mortgage financing for the Restricted AH Unit.

2.8 Close of Escrow for Restricted AH Unit.

2.8.1 FMV for Restricted AH Unit. Developer shall determine the FMV of the Restricted AH Unit which would be the sale price of the Unit if it was not restricted. Developer may determine the FMV for the Restricted AH Unit based on its sale prices within the Project for comparable Units which shall be confirmed by a written broker opinion. Developer shall provide such information to City regarding the determination of the FMV of the Restricted AH Unit. The FMV of the Restricted AH Unit shall be inserted in the Covenant Agreement for Restricted AH Unit prior to execution by the Eligible Purchaser and City.

2.8.2 Process for Sale of Restricted AH Unit. The sale of the Restricted AH Unit to the Eligible Purchaser shall comply with the following requirements.

(a) A full copy of the executed sale agreement between Developer and the Eligible Purchaser shall be provided to City.

(b) The Covenant Agreement for Restricted AH Unit in the form provided at Exhibit C shall be executed and acknowledged by the Eligible Purchaser and City. Concurrently the Eligible Purchaser shall also execute and acknowledge the Covenant Deed of Trust. Both documents shall be recorded in the Official Records, and Covenant Deed of Trust shall be subordinate to the First Deed of Trust (as defined in the Covenant Agreement for Restricted AH Unit).

(c) A Request for Notice (as to the First Trust Deed) which shall be recorded at the closing.

(d) A Request for Notice of Delinquency executed by the Eligible Purchaser and City as to the First Trust Deed which shall be recorded at the closing.

(e) The Eligible Purchaser shall provide a certification in a form acceptable to City declaring under penalty of perjury that it is a Qualified Purchaser and such other information as requested by City.

(f) Developer shall provide a certification in a form acceptable to City declaring under penalty of perjury with respect to compliance with this Agreement as to the sale of the Restricted AH Unit.

(g) City shall execute a release of this Agreement from the Restricted AH Unit to be recorded at the close of escrow in accordance with Section 2.9.

(h) Upon close of escrow, escrow holder shall promptly deliver to City (i) conformed copies of all recorded documents, (ii) a copy of the escrow closing statement, (iii)

complete final copies of all executed loan documents for the senior loan; and (iv) the Title Policy pursuant to Section 2.8.

2.9 Title Insurance Policy. At the close of the escrow for each Restricted AH Unit, an ALTA loan policy of title insurance shall be provided to City insuring the Covenant Deed of Trust subordinate only to the First Trust Deed in the amount of one hundred twenty percent (120%) of the difference between the FMV of the Restricted AH Unit less the purchase price of that Restricted AH Unit ("**Title Policy**"). The cost of the Title Policy shall be paid by Developer.

2.10 Release. At the Close of Escrow, this Agreement shall terminate AS TO THAT SPECIFIC RESTRICTED AH UNIT ONLY. Upon written request, City shall execute, acknowledge and deliver to escrow such documentation as reasonably required by the title company to confirm the release of this Agreement as to the applicable Restricted Rental Unit.

2.11 Use of Qualified Third Party. City may elect to retain a third party who is qualified to provide the financial analysis and verification of each Eligible Purchaser as well as the calculation of the applicable Purchase Price for a Restricted AH Unit. Developer shall reimburse City for the cost of the qualified third party.

ARTICLE 3. SALES AND RELEASES

3.1 Timing of Sale of Restricted AH Units. Developer shall use diligent efforts to market and sell the Restricted AH Units concurrently with the sale of the Market Rate Units. For the sale of every fifty (50) Units, Developer must sell and close the sale of at least five (5) of the Restricted AH Units. Compliance with this requirement may be enforced by City not issuing of a certificate of occupancy for the Market Rate Units until Developer is in compliance. City will cooperate with executing, acknowledging and delivering documentation as reasonably requested by a title company to release this Agreement from the title of Market Rate Units being sold to third parties in compliance with this provision.

3.2 Release of Market Rate Units. Provided Developer is in compliance with the requirements in Section 3.1, upon transfer of any Market Rate Unit to an individual owner in conformity with the California Department of Real Estate issued public report ("**White Report**"), the provisions of this Agreement shall terminate with respect to that Market Rate Unit. City shall cooperate with providing any documents which the title company may require to effect the foregoing.

3.3 Common Area Property. Upon transfer of common area within the Project to the homeowners association which governs the Project in accordance with the White Report, this Agreement shall automatically terminate with respect to the common area so transferred. City shall cooperate with providing any documents which the title company may require to effect the foregoing.

ARTICLE 4. DUTIES AND RIGHTS

4.1 Construction of Project. The Restricted AH Units shall be constructed concurrently with the Market Rate Units and the Restricted AH Units shall be dispersed through the Project as designated on the Project Layout.

4.2 Maintenance. Until fee title of a Restricted AH Unit is transferred to an Eligible Purchaser, Developer shall, at its sole cost and expense, maintain the interiors and exteriors of the Affordable Unit in good, decent, safe and sanitary manner, in accordance with the standard of maintenance of the other Units in the Project.

4.3 Monitoring. Representatives of City shall be entitled to inspect and copy any and all records of Developer relating to the Restricted AH Units at any time, upon reasonable notice, and to conduct an audit of such records. City shall pay the cost of the audit, provided, however, that if the audit discloses a default by Developer, the cost of the audit shall be borne by Developer who shall, upon demand, promptly reimburse City for the cost of the audit. Until a Restricted AH Unit is occupied by an Eligible Purchaser, representatives of City shall, upon reasonable notice to Developer, be entitled to enter the Restricted AH Unit to monitor compliance with this Agreement. City shall have the right to transfer this Agreement and the Covenant Agreement for Restricted AH Unit to any other public agency in its sole discretion.

ARTICLE 5. ENFORCEMENT

5.1 Enforcement & Remedies. City shall be entitled to all remedies available under the law upon the default of the terms of this Agreement by Developer, including: (a) specific performance of the terms of this Agreement; (b) disgorgement of any amounts of sales proceeds which exceed an the Purchase Price for Restricted AH Unit; (c) an award of its reasonable attorney's fees, specifically including the cost to City of time expended by the office of City Attorney and other City staff and outside consultants, attorneys and other personnel involved in enforcing the terms of this Agreement; (iv) damages; (v) right to revoke certificates of occupancy; (vi) record a lien against the Property; and (vii) any other remedies available at law or equity. The rights and remedies are cumulative, and the exercise of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default.

5.2 Indemnification. Developer shall defend, indemnify and save harmless City, its elected and appointed officials, officers, agents and employees, from all liability from loss, damage or injury to persons or property, including the payment by Developer of any and all reasonable legal costs and attorneys' fees, in any manner arising out of the acts and/or omissions of Developer pursuant to this Agreement, including, but not limited to, all consequential damages, to the maximum extent permitted by law. The indemnification obligations of Developer under this Agreement shall survive the expiration or earlier termination of this Agreement.

5.3 Agreement Appurtenant to Property. This Agreement is appurtenant to and shall run with the Property as an equitable servitude and covenant in favor of City and shall be binding on all successors of the Property until this Agreement is otherwise terminated as set forth in this Agreement.

5.4 Term. This Agreement shall terminate and be of no further force or effect (except as specified below) upon the last to occur (i) all Restricted AH Units have been sold to qualified Eligible Purchasers in accordance with this Agreement as evidenced by a recorded grant deed; and (ii) the Covenant Agreement for Restricted AH Unit and Covenant Deed of Trust have been executed by the Eligible Purchaser of each of the Affordable Units and recorded against the Affordable Unit concurrently with the grant deed. Notwithstanding the termination of this Agreement of record, the provisions of Sections 5.1, 5.2 and 6.1 shall remain in full force and effect as the personal obligation of Developer to City.

5.5 Further Assurances; City Manager Authority. The parties shall execute any further documents in recordable form consistent with the terms of this Agreement as may from time to time be necessary or appropriate to effectuate the purpose of this Agreement. Except as otherwise expressly provided in this Agreement, approvals or consents required of City shall be deemed granted by the written approval of City Manager or his/her designee. City Manager is also authorized to execute any further documents on behalf of City, including the Covenant Agreement for Restricted

AH Unit and any subordination agreements for the sale of the Restricted AH Unit. Notwithstanding the foregoing, City Manager or designee may, in his or her sole and absolute discretion, refer to City Council any item requiring City approval.

5.6 Cooperation Covenant. The parties agree to cooperate with each other to effect the intent of this Agreement including, but not limited to, modifying some provisions in this Agreement (and the Covenant Agreement for Restricted AH Unit) as may be reasonably required by the California Department of Real Estate or other applicable governmental agencies.

5.7 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

ARTICLE 6. GENERAL PROVISIONS

6.1 Attorney's Fees and Costs. If any action or proceeding is brought by either party against the other under this Agreement, whether for interpretation, enforcement or otherwise, whether or not a final court judgment is entered, the prevailing party shall be entitled to reimbursement of all reasonable costs and expenses incurred by the prevailing party in such legal proceeding, including reasonable attorneys' fees, court costs and expenses and consultant and expert witness fees and expenses.

6.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in all force and effect.

6.3 Construction. The provisions of this Agreement shall be liberally construed for the purpose of effecting the intent to increase the number of affordable dwellings in City. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

6.4 Amendments. This Agreement may only be amended or modified by written agreement executed by Developer and City and recorded in the Official Records of Orange County.

6.5 Notices. Formal notices, demands and communications between City and Developer shall be sufficiently given if delivered personally, or dispatched by registered or certified mail, postage prepaid, return receipt requested, to the respective addresses of City and Developer. Such notices, demands and communications, if given in person, shall be deemed given when delivered, and, if given by mail, shall be deemed given three (3) business days after deposit in the mail. If delivered by national overnight carrier service, it shall be deemed to have been delivered the following business day. Such written notices, demands and communications may be sent to the following addresses unless either party designates by notice a different address:

City:
City of Cypress
5275 Orange Ave.
Cypress CA 90630
Attn: City Manager

Copy to:
Aleshire & Wynder, LLP
1 Park Plaza, Suite 1000
Irvine, CA 92614
Attn: Fred Galante, Esq.

Developer: OLSON URBAN HOUSING, LLC
3010 Old Ranch Parkway, Suite 100
Seal Beach, CA 90740
Attn: _____

6.6 Conflicts of Interest.

6.6.1 No member, official or employee of City shall have any personal interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested.

6.6.2 Developer warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement, other than normal fees paid to Developer's independent contractors, attorneys, and consultants.

6.7 Non-liability of City, City Officials and Employees. No member, official, employee, attorney or consultant of City shall be personally liable to Developer, or any successor in interest of Developer, in the event of any default or breach by City or for any amount which may become due to Developer or to its successor, or on any obligations under the terms of this Agreement.

6.8 Qualification; Authority. Developer represents, warrants and covenants to City that (a) Developer is duly formed and authorized to do business in California, (b) each individual executing this Agreement on behalf of Developer is duly authorized to execute and deliver this Agreement on behalf of Developer in accordance with authority granted under the organizational documents of such entity, and (c) Developer is bound under the terms of this Agreement.

6.9 Assignment Prohibited. Developer shall not assign or transfer any portion of this Agreement without the prior express written consent of City, which consent may be given or withheld in City's sole discretion. However, if any such assignment or transfer is to a purchaser of the entire Project, City shall not unreasonably withhold or delay its consent of the assignment provided that the purchaser shall assume all obligations under this Agreement in a form satisfactory to City.

6.10 No Waiver. The failure of Developer to enforce any term, covenant, or condition of this Agreement on the date it is to be performed shall not be construed as a waiver of City's right to enforce this, or any other, term, covenant, or condition of this Agreement at any later date or as a waiver of any term, covenant, or condition of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below.

DEVELOPER:

OLSON URBAN HOUSING, LLC, a Delaware limited liability company

By: In Town Living, Inc., a Delaware corporation
Its: Managing Member

By: _____
Todd Olson, President of Community Development

By: _____

Name: _____

Title: _____

CITY:

CITY OF CYPRESS,
a California municipal agency

By: _____
Peter Grant, City Manager

ATTEST:

By: _____
Alisha Farnell, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Fred Galante, City Attorney

EXHIBIT A

Legal Description of the Property

That certain real property in the City of Cypress, County of Orange, State of California legally described as follows:

ALL THAT CERTAIN LAND SITUATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE CITY OF CYPRESS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 16; THENCE SOUTH 582.84 FEET ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16 TO THE NORTHEASTERLY LINE OF THE PACIFIC ELECTRIC RAILWAY COMPANY'S 100 FOOT RIGHT OF WAY; THENCE NORTHWESTERLY 125.22 FEET ALONG SAID RIGHT OF WAY TO A LINE PARALLEL WITH AND WESTERLY 100 FEET FROM SAID EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE NORTH 467.80 FEET ALONG SAID PARALLEL LINE TO THE NORTH LINE OF SAID SECTION 16; THENCE EAST 100 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

EXCEPT THE NORTH 66 FEET THEREON GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED AUGUST 28, 1956 IN BOOK 3625, PAGE 548 OF OFFICIAL RECORDS.

APN: 244-472-09

EXHIBIT B

PROJECT LAYOUT

EXHIBIT C

Covenant Agreement for Restricted AH Unit

EXHIBIT C

FORM OF COVENANT AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF CYPRESS
5275 Orange Ave.
Cypress CA 90630
Attn: City Manager

APN _____

SPACE ABOVE FOR RECORDER'S USE ONLY
Exempt from recording fee per Gov. Code §§ 27383 & 6103

**AFFORDABILITY COVENANTS AND RESTRICTIONS AFFECTING REAL PROPERTY
AND OPTION TO PURCHASE PROPERTY
SECURED BY DEED OF TRUST**
(Low Income)

Owner: _____

Residence: _____
Cypress, California

THIS AFFORDABILITY COVENANTS AND RESTRICTIONS AFFECTING REAL PROPERTY AND OPTION TO PURCHASE PROPERTY SECURED BY DEED OF TRUST ("**Agreement**") is entered into as of this ___ day of _____, 202__ by and between City of Cypress, a municipal corporation ("**City**"), and _____ (jointly and severally "**Owner**"). City and Owner are sometimes referred to as a "**Party**" and jointly as the "**Parties**")

RECITALS

A. Concurrently with the recordation of this Agreement, Owner has acquired that certain condominium located within the City of Cypress, County of Orange, State of California, located at 5732 Lincoln Avenue, in the City of Cypress, County of Orange, State of California, Assessor's Parcel Number 244-472-09 and legally described in Exhibit A attached hereto and incorporated by reference ("**Residence**").

B. The Residence is part of a housing project at the above property known as "_____" under Tract Map No. _____ ("**Project**") which was developed by OLSON URBAN HOUSING, LLC, a Delaware limited liability company ("**Developer**").

C. As a condition to developing the Project, Developer was required to restrict five (5) condominium units in the Project to be affordable housing for Low Income Households at an affordable sales price. Accordingly, Developer and City entered into that certain Master Affordable Housing Covenant Agreement dated _____, 2024

("**Developer Agreement**").

D. Pursuant to the Developer Agreement, the use, occupancy and transfer of the Residence is restricted to qualified low income purchasers to ensure its continued availability to Low Income Households (as defined below) for a period of forty-five (45) years. The term "**Low Income Household**" means a household whoseincome does not exceed the maximum income for Low Income Households for Orange County, adjusted for household size, as annually determined by the California Department of Housing and Community Development as determined by California Health & Safety Code Section 50000 et seq. and applicable regulations adopted by the California Department of Housing and Community Development ("**HCD Laws/Regulations**").

E. Concurrently herewith, Owner is obtaining a "silent second" loan from City in the amount of _____ Dollars ($_____) in order to assist the Owner to acquire the Residence at an affordable housing cost.("**Qualified Purchaser Loan**"). In consideration for acquiring the Residence at an affordable housing cost, Owner agrees that the Residence shall be restricted by the covenants and restrictions as set forth in this Agreement. .

F. Owner's obligations hereunder (including all monetary / payment obligations of Owner under this Agreement) are secured by a deed of trust executed by Owner and recorded concurrently with this Agreement in the Official Records ("**City Deed of Trust**").

NOW, THEREFORE, in consideration for Owner acquiring the Residence for less than the Original Fair Market Value, Owner agrees to the following covenants and restrictions which shall run with the Residence in favor of the City.

1. DEFINITIONS.

The following terms shall have the definitions below which can be found in the referenced sections:

"Agreement" – Preamble (page 1).

"Alternative Sale" - Section 10.2.

"Base Price" – Section 12.1.

"Breach Notice" – Section 14.

"City" – Preamble (page 1).

"City Deed of Trust" – Recital F.

"City's Share of Appreciation" - Section 13.2.

"Default Interest" – Section 13.2.

"Default Purchase Option" – Section 15.1.

"Default Purchase Exercise Notice" – Section 15.1.

"Effective Date" – Section 2.

"Eligible Purchaser" - Section 11.2.

"Eligible Transfer" - Section 11.

"Exercise Notice" – Section 8.

"Exercise Price" – Section 8.

"Fair Market Value" – Section 9.

"First Lender" – Section 20.1.

"First Deed of Trust" – Section 21.1.

"HCD Laws/Regulations" – Recital D.

"Increased Base Price" - Section 12.1.

"Ineligible Purchaser" – Section 10.b.

"Initial Subsidy" – Section 13.2.

"Low Income Household" – Recital D

"Notice of Default" – Section 14.

"Official Records" – Section 2.

"Option" -- Section 8.

"Option Price" – Section 8.

"Original Fair Market Value" -- Recital E.

"Original Sales Price" – Recital E.

"Owner" – Preamble (page 1).

"Owner's Share of Appreciation" - Section 13.3.

"Project" – Recital B.

"Proposed Purchaser" - Section 11.1.

"Relative" – Section 3.

"Residence" – Recital A.

"Restricted Covenants" – Section 11.1(e).

"Restricted Sales Price" - Section 12.

"Subordination Agreement" – Section 21.2.

"Term" – Section 2.

"Total Appreciation" – Section 13.4.

"Transfer" - Section 5.

"Transfer Notice" – Section 7.

"Value of Capital Improvements" - Section 12.2.

2. **TERM OF AGREEMENT.** The covenants, restrictions and equitable servitudes in this Agreement shall burden the Residence and run in favor of and for the benefit of, the City. The term of this Agreement shall commence on the date this Agreement is recorded ("Effective Date") in the Official Records of Orange County ("Official Records") and shall continue for a term of forty-five (45) years, unless otherwise terminated as set forth in this Agreement including, but not limited to, Sections 8, 13 and/or 15 ("Term").

3. **OWNER CERTIFICATIONS**. Owner hereby certifies to City that (i) the financial and other information previously provided in order to qualify to purchase the Residence was true,

correct and complete; (ii) Owner does not own any other residential property as of the Effective Date; (iii) Owner intends to occupy the Residence as Owner's principal place of residence; and (iv) Owner is not a Relative (as defined below) of any employee, officer, board member or shareholder of Developer or any of its members, affiliates, or subsidiaries; or of any employee or official of City. "Relative" shall mean a parent, child, sibling, spouse, uncle, aunt, cousin, niece, nephew, grandparent and grandchild and shall also extend to any of the foregoing persons related through marriage (i.e. in-laws or step relationships).

4. **OCCUPANCY OF RESIDENCE; ANNUAL CERTIFICATION**.

4.1. Occupancy of Residence. Owner shall continuously occupy the Residence as his/her/their principal residence. City may grant a temporary written waiver of this occupancy requirement for good cause in its reasonable discretion. At all times, occupancy shall comply with the City's Municipal Code.

4.2. Leasing of Residence. Owner may not lease the Residence.

4.3. Annual Certification. On annual basis, Owner shall provide a certification in a form required by City that the Residence is owned and occupied by Owner.

5. **TRANSFER OF RESIDENCE**. The term "Transfer" means any sale, assignment or transfer, voluntary or involuntary, of any interest in the Residence, including, but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest, or an interest under a land sale contract by which possession of the Residence is transferred and Owner retains title. Any Transfer without satisfaction of the provisions of this Agreement is prohibited. Transfers by gift, devise, or inheritance to an existing spouse, children, surviving joint tenant, or a spouse as part of a dissolution proceeding or in connection with marriage, shall not be considered a Transfer for the purposes of this Agreement.

6. **REFINANCE OF RESIDENCE**.

6.1 Refinancing of First Deed of Trust. Subject to Section 6.3, Owner may refinance a loan secured by a First Deed of Trust (defined in Section 21.1) encumbering the Residence provided that City has previously reviewed and approved in writing the terms and conditions thereof including, but not limited to, the principal amount of the proposed loan, the interest rate, the terms of repayment, the identity of the maker of the proposed loan, any documentation pertaining to the subordination or enforcement of this Agreement, and the costs and fees associated with the making of the proposed loan. Owner must have received the written approval of the proposed loan by City prior to the date of its closing. In the event of a proposed refinance that includes a principal amount in excess of that needed to repay the loan secured by the First Deed of Trust, any approval by City shall include conditions which, in the sole discretion of City, are warranted in order to insure the continued affordability of the Residence. Any refinancing of a First Deed of Trust that has not been previously approved by City shall constitute a default under this Agreement.

6.2 Junior Liens. Subject to Section 6.3, Owner may enter into a loan secured by a lien junior and subordinate to this Agreement and the City Deed of Trust provided that (i) the proceeds of each loan shall be used solely to pay for repairs or the construction of improvements to the Residence which improvements are consistent with all applicable covenants and restrictions of the Project; (ii) City

has previously reviewed and approved the terms and conditions thereof, including, but not limited to, the principal amount of the proposed loan, the interest rate, the terms of repayment, the identity of the maker of the proposed loan, the costs and fees associated with the making of the proposed loan, and the nature and costs of the proposed repairs or the construction of improvements, to be paid with the proceeds thereof; and (iii) Owner shall have received the written approval of the proposed loan by City prior to the date of its closing. Without limiting the foregoing, the proceeds of the proposed loan shall not be used to pay for the construction of improvement of a luxury nature such as ground pools, spas, or interior or exterior decorative items, or improvements with an unreasonable useful life. The failure of Owner to comply fully with the provisions of this subsection when entering into a loan that is secured by a lien junior and subordinate to this Agreement shall constitute a default under this Agreement.

6.3 Notification Prior to Encumbrance or Hypothecation. If Owner desires to refinance a First Deed of Trust pursuant to Section 6.1, or to borrow funds for a new loan to be secured by a junior lien encumbering the Residence the proceeds of which are to be used to pay for repairs or the construction of improvements to the Residence pursuant to Section 6.2, prior written approval of City is required. Owner must request such approval in writing at least thirty (30) days prior to the recordation of a lien securing any such refinancing or loan, Owner shall submit in writing the following information and the applicable documents:

i. Name and address of lender.

ii. Terms of the loan, including, but not limited to, principal, interest rate, term, and loan fees.

iii. Closing date of the loan.

iv. Copy of all proposed escrow instructions, loan applications, security agreement, loan documents, and other agreements between Owner and the lender.

v. Written documentation of compliance with the conditions for City approval as set forth in Section 6.1 and 6.2, as applicable.

vi. Other written documentation reasonably requested by City.

City shall have fifteen (15) business days after its receipt of all of such information to approve or disapprove the proposed refinancing or loan. If the City does not issue its written approval within the fifteen (15) business day period, the loan shall be deemed disapproved.

7. NOTICE OF INTENDED TRANSFER. In the event Owner intends to Transfer or vacate the Residence, Owner shall promptly notify City in writing of such intent delivered at least ninety (90) days prior to the actual date of the proposed Transfer or vacation of the Residence ("**Transfer Notice**").

8. CITY PURCHASE OPTION. Upon City's receipt of a Transfer Notice, City shall have the option, but not the obligation, to purchase the Residence for the Exercise Price (defined

below) ("**Option**"). City may exercise its Option to purchase the Residence by delivering written notice of exercise to Owner within thirty (30) days of receipt of the Transfer Notice ("**Exercise Notice**"). Within ninety (90) days of the date of the Exercise Notice, City shall purchase the Residence at the **lesser** of: (i) the Fair Market Value of the Residence, or (ii) Restricted Sales Price calculated pursuant to Section 12 ("**Exercise Price**"). City may assign its right to purchase the Residence to an Eligible Purchaser or to a governmental agency or nonprofit organization that is devoted to developing or preserving low income housing. After a Transfer, if the City does not exercise the Option, the Option rights set forth herein shall remain in full force and effect and apply to any future Transfer of the Residence during the Term.

9. FAIR MARKET VALUE.

9.1. After the Effective Date, the term "**Fair Market Value**" shall have the meaning ascribed in Section 1263.320 of the California Code of Civil Procedure, as it now exists or may subsequently be amended and shall be determined by a real estate appraiser selected by City. The appraiser shall have been previously approved by the Federal National Mortgage Association or the Federal Housing Administration and at the time of the appraisal shall be on the list of approved single-family housing appraisers. If possible, the appraisal shall be based upon properties sold in the market during the three (3) month period prior to the date of the Transfer Notice. The cost of the appraisal shall be divided equally between City and Owner. In the event that improvements to the Residence have been made by Owner that increase the value of the Residence, or if damage to the Residence has occurred or deferred maintenance while Owner owned the Residence has decreased the value of the Residence, the appraisal shall specifically ascribe a value to these adjustment factors and state what the Fair Market Value of the Residence would be without such adjustments. Nothing in this Section shall preclude Owner and City from establishing the Fair Market Value of the Residence by mutual written agreement in lieu of an appraisal pursuant to this Section.

9.2. If no appraisal has been conducted pursuant to Section 9.1, and it is necessary to determine the Value of Capital Improvements made to the Residence by Owner, such determination shall be made by a real estate appraiser selected by City. The cost of the appraisal shall be divided equally between City and Owner.

10. TRANSFER BY OWNER. If City does not exercise its Option under Section 8, Owner may sell the Residence to a person of Owner's choosing ("**Proposed Purchaser**") subject to the following limitations:

a. Transfer to Eligible Purchaser: If Owner transfers the Residence in a transaction that meets the Eligible Transfer requirements in Section 11, the maximum amount that Owner may receive for the Transfer shall be the Restricted Sales Price and the transfer shall comply with the requirements in Section 11.

b. Transfer to Ineligible Purchaser: If Owner transfers the Residence in a transaction that does not meet the Eligible Transfer requirements of Section 11 ("**Alternative Sale**"), the gross proceeds of such sale less only standard closing costs (such as escrow fees, title fees, etc.) shall be divided between Owner and City pursuant to Section 13. The transferee of an Alternative Sale is referred to herein as an "**Ineligible Purchaser**".

11. ELIGIBLE TRANSFER. A Transfer of the Residence that meets the requirements set

forth in this Section 11 shall qualify as an approved Transfer to an Eligible Purchaser (as defined below) ("**Eligible Transfer**").

11.1. Disclosures and Submittals. Owner and the proposed purchaser ("**Proposed Purchaser**") shall provide the following information in writing and documents to City:

a. The name, address and telephone number of the Proposed Purchaser.

b. Financial information certified by the Proposed Purchaser in a form acceptable to City and any other supporting documentation requested by City which shall include authorization for City to verify the information provided. The financial information shall be used by City to determine the income eligibility of the Proposed Purchaser as a Low Income Household in accordance with HCD Laws/Regulations.

c. The proposed sales contract, escrow instructions and all other related documents that shall set forth the terms of the sale of the Residence.

d. A written certification from Owner and the Proposed Purchaser in a form acceptable to City that the sale shall be closed in accordance with the terms of the sales contract and other documents submitted to and approved by City. The certification shall also provide that the Proposed Purchaser or any other party has not paid and will not pay to Owner, and Owner has not received and will not receive from the Proposed Purchaser or any other party, money or other consideration, including personal property, in addition to what is set forth in the sales contract and documents submitted to City. The written certification shall also include a provision that in the event a Transfer is made in violation of the terms of this Agreement or false or misleading statements are made in any documents or certification submitted to City, City shall have the right to file an action at law or in equity to make the parties terminate and/or rescind the sale contract and/or declare the sale void or pursue damages, notwithstanding the fact that the sale may have closed and become final as between Owner and the Proposed Purchaser. In any event, any costs, liabilities or obligations incurred by Owner and the Proposed Purchaser for the return of any monies paid or received in violation hereunder or for any costs and legal expenses, shall be borne by Owner and/or the Proposed Purchaser and they shall hold City and its designee harmless and reimburse their expenses, legal fees and costs for any action they reasonably take in good faith in enforcing the terms of this Agreement.

e. Restrictive Covenants in favor of the City executed and acknowledged by the Proposed Purchaser with substantially the same terms as the terms of this Agreement in a form acceptable to the City ("**Restricted Covenants**"). City's approval of the proposed sale shall be effective upon the recordation in the Official Records of both the Restrictive Covenants and a Request for Notice of Default and a Request for Notice of Delinquency ("**Requests for Notice**") under the First Deed of Trust in favor of City. City may require the Proposed Purchaser to pay a reasonable fee to City and reimburse it for out of pocket costs to cover the costs of administering its right and obligations under this Agreement (including attorneys' fees).

f. Upon the close of the proposed sale, the escrow officer must provide to City a conformed copy of the recorded Restrictive Covenants and the Requests for Notice, a copy of the final sales contract, settlement statement, escrow

instructions, and any other document that City may reasonably request.

11.2. Eligibility of Purchaser. A Proposed Purchaser who meets the following requirements shall be an "**Eligible Purchaser**":

a. Each Proposed Purchaser shall certify to City in a form acceptable to City that he or she will occupy the Residence as his or her principal residence;

b. Each Proposed Purchaser shall not own any other real property and does not have assets that exceed the total closing costs plus twelve (12) months housing payments, including, principal, interest, taxes and insurance; and

c. The combined maximum income for all household members of the Proposed Purchaser qualifies as a Low Income Household in accordance with HCD Laws/Regulations.

12. DETERMINATION OF RESTRICTED SALES PRICE. The maximum sales price ("**Restricted Sales Price**") that Owner shall receive for an Eligible Transfer of the Residence shall be the Increased Base Price as adjusted by Section 12.2, but, in no event, shall the sales price exceed the amount specified in Section 50052.5 of the Health & Safety Code and HCD Laws/Regulations.

12.1. Increased Base Price. The "**Base Price**" of the Residence means the purchase price paid by Owner (which is set forth in Recital D for the initial Owner), inclusive of closing costs actually paid by Owner. The "**Increased Base Price**" of the Residence means the Base Price, increased by the percentage of increase for a Low Income Household adjusted for family size, for Orange County as published by the California Department of Housing and Community Development as determined by California Health & Safety Code Section 50000 et seq. and applicable regulations adopted from time to time. The increase in household income shall be computed from the date of the original purchase of the Residence by Owner to the date of Transfer Notice. In the event that such income determination is no longer published, or has not been updated for a period of at least eighteen (18) months, City may use or develop such other reasonable method as it may choose in order to determine such increase in income.

12.2. Adjusted Increased Base Price. The Increased Base Price shall also be adjusted for the Value of Capital Improvements. The "**Value of Capital Improvements**" shall mean the value of substantial structural or permanent fixed improvements that cannot be removed without substantial damage to the Residence or substantial or total loss of value of the improvements. No such valuation shall be made except for improvements (i) made or installed by or under the direction of Owner and permitted by the covenants restricting the Project; (ii) approved in advance by City or its designee; and (iii) with an initial cost of Two Thousand Dollars ($2,000) or more. The value of such improvements to be taken into account in calculation of the Increased Base Price shall be the increase in value of the Residence by reason of the improvements, and shall be determined by agreement of City and Owner, or, in the event of failure to agree, by appraisal pursuant to Section 9.2.

13. ALTERNATIVE SALE & PAYMENT TO CITY. If a Transfer is not to an Eligible

Purchaser (i.e., an Alternative Sale), Owner and City shall each receive a portion of the proceeds of the sale pursuant to this Section.

13.1. **Disclosures and Submittals**. Owner and Proposed Purchaser shall deliver to City the same information and documents as required by Section 11.1, except that (i) the financial statement of the Proposed Purchaser described in Section 11.2(b), and (ii) the Restrictive Covenants described in Section 11.1(e) and 11.1(f), shall not be required.

13.2. **Amount Paid to City.** City shall be entitled to receive the lesser of (i) its Initial Subsidy (defined below) plus the City's proportionate share of appreciation, and (ii) the sales price (provided the sales price is equal to Fair Market Value). The City's proportionate share of the Total Appreciation (defined in Section 13.4) shall be equal to the ratio of the City's Initial Subsidy to the Fair Market Value at the time of the initial sale to Owner ("**City's Share of Appreciation**"). City's Initial Subsidy means the Original Fair Market Value (as defined in Recital E) minus the Original Sales Price (as defined in Recital E), plus the Qualified Purchaser Loan and any down payment assistance from City ("**Initial Subsidy**").

City's share of sale proceeds shall be paid to City directly from escrow upon the close of the Alternative Sale. In the event the amount due to City is not paid when due, the amount due to City shall accrue interest at the rate of ten percent (10%) per annum but not to exceed the maximum amount permitted by law, commencing on the date said amount should have been paid to City until said amount is actually paid to City ("**Default Interest**").

13.3. **Amount Paid to Owner.** Owner shall be entitled to receive the sum of (i) his/her/their down payment, (ii) the Value of Capital Improvements, if any, plus (iii) the Owner's Share of Appreciation, but less (a) any amounts to pay off the First Lender and any other liens, and (b) closing costs to be paid by Owner. The term "**Owner's Share of Appreciation**" shall mean the Total Appreciation of the Residence less the City's Share of Appreciation.

13.4. The term "**Total Appreciation**" shall mean the Fair Market Value (as defined in Section 9.1) at the time of the sale, less the sum of (i) the Original Fair Market Value, and (ii) the Value of Capital Improvements.

14. **DEFAULTS AND REMEDIES**. UPON A BREACH OF THIS AGREEMENT BY OWNER OR THE CITY DEED OF TRUST, CITY SHALL GIVE WRITTEN NOTICE TO OWNER SPECIFYING IN REASONABLE DETAIL THE NATURE OF THE BREACH ("BREACH NOTICE"). IF THE BREACH IS NOT CURED TO THE SATISFACTION OF CITY WITHIN (I) TEN (10) DAYS AFTER DELIVERY OF THE BREACH NOTICE FOR FAILURE TO PAY ANY SUMS DUE TO THE CITY UNDER THIS AGREEMENT; (II) WITHIN THIRTY (30) DAYS AFTER DELIVERY OF THE BREACH NOTICE FOR FAILURE TO CURE ANY NON-MONETARY BREACH, AND (III) WITHIN THIRTY (30) DAYS AFTER RECORDATION OF A NOTICE OF DEFAULT UNDER ANY SENIOR NOTE OR TRUST DEED, CITY MAY ELECT TO DECLARE OWNER IN DEFAULT UNDER THIS AGREEMENT BY DELIVERING A NOTICE OF DEFAULT TO OWNER AND FIRST LENDER ("NOTICE OF DEFAULT").

Immediately following the Notice of Default, City may apply to a court of competent jurisdiction for specific performance of this Agreement, or for any such other relief at law or in equity as may be appropriate, including suit for recovery of the amount to be paid to City under

Section 13.2 plus Default Interest. Furthermore, City shall also be entitled to an award of its attorneys' fees, including the cost to City of time expended by the office of the City Attorney and other City staff and outside consultants, attorneys and other personnel involved in enforcing the terms of this Agreement.

Any default under the City Deed of Trust is a default under this Agreement. The City Deed of Trust secures the City's Share of Appreciation only.

15. PURCHASE OPTION UPON DEFAULT.

15.1. Default Purchase Option. In addition to the remedies provided in Section 14, City shall have the option to purchase the Residence for the period thirty (30) days after the Notice of Default has been delivered to Owner and First Lender ("Default Purchase Option"). City may exercise the Default Purchase Option by delivering written notice of exercise to Owner within thirty (30) days after the Notice of Default has been delivered to Owner and First Lender ("Default Purchase Exercise Notice")

15.2. Consummation of Transfer. Not later than ninety (90) days after the City delivers the Default Purchase Exercise Notice to Owner, City shall purchase the Residence at the lesser of: (i) its Fair Market Value; or (ii) its Restricted Sales Price. Owner shall fully cooperate, including execution of all documents reasonably required to consummate the transfer of the Residence in accordance with this Section.

15.3. Consideration. The Default Purchase Option is given in consideration of the economic benefits received by Owner from ownership of the Residence made possible by City requiring the Developer to sell the Residence at less than its fair market value.

16. NON-LIABILITY OF CITY. City shall not be liable or obligated to Owner or any successor-in-interest to owner by reason of its option to purchase under sections 8 and 15, or for any failure to exercise its option to purchase under those sections.

17. FANNIE MAE REQUIREMENTS.

17.1. Insurance Settlements and Condemnation Proceeds. The First Lender shall have a first claim to insurance settlements and condemnation proceeds.

17.2. Termination Upon Foreclosure or Deed in Lieu of Foreclosure. The provisions of this Agreement shall automatically terminate and be of no further force and effect upon a foreclosure or deed in lieu of foreclosure. Any mortgagee who forecloses or accepts a deed in lieu of foreclosure shall take title free and clear of this Agreement and the covenants, conditions and restrictions set forth herein, and the City shall not be entitled to any proceeds from future sales or transfer of the property after foreclosure or acceptance of a deed in lieu of foreclosure.

17.3. Non-Applicability to Private Loans. To the extent Owner obtains a loan from a private individual, the provisions of this Section 17 shall not apply. Notwithstanding the foregoing, the provisions of this Section 17 are intended to fully comply with all requirements of Fannie Mae and nothing contained in this

Section 17.3 shall be deemed to supersede any requirements of 17.1 or 17.2 as to any Fannie Mae loan.

17.4. **Non-Applicability to FHA Loans**. Notwithstanding any provision in this Agreement, the provisions of this Agreement are intended to fully comply with all requirements of the Federal Housing Administration (FHA) project approval requirements and nothing contained in this Agreement shall be deemed to supersede any project approval requirements imposed by FHA as to any FHA loan.

18. **RESTRICTIONS OF FORECLOSURE PROCEEDS**. If a creditor acquires title to the residence through a deed in lieu of foreclosure, a trustee's deed upon foreclosure sale, or otherwise, Owner shall not be entitled to the proceeds of sale to the extent that such proceeds otherwise payable to Owner when added to the proceeds paid or credited to the creditor exceed the amount owner would have received by a sale in accordance with section 11. Owner hereby irrevocably instructs the holder of such excess proceeds to pay such proceeds to city as consideration for the regulatory requirements of city allowing the residence to be sold to a household that would not otherwise have been able to afford it.

19. **BINDING ON SUCCESSORS**. This agreement shall be binding upon Owner, his or her heirs, legal representatives, executors, successors in interest and assigns for the term; and shall inure to the benefit of the City and its successors and assigns.

20. **SUPERIORITY OF RESTRICTIVE COVENANT**. Owner covenants that he/she/they have not, and will not, execute any other agreement with provisions contradictory to or in opposition to the provisions hereof, and that, in any event, this agreement is controlling as to the rights and obligations between owner (and its successors) and City.

21. **RIGHTS OF BENEFICIARIES UNDER FIRST DEED OF TRUST**.

21.1. This Agreement shall not diminish or affect the rights of the First Lender under the First Deed of Trust or any subsequent First Deed of Trust recorded against the Residence after the Effective Date in accordance with Section 6. For purposes of this Agreement, "First Lender" shall be the lender of a purchase money loan used for the purchase of the Residence which loan is secured by a deed of trust in first position on record title to the Residence as well as a permitted refinancing permitted under Section 6 ("First Deed of Trust").

21.2. Upon written request from Owner, City shall execute a subordination agreement in a form reasonably required by the First Lender subordinating this Agreement to the lien of a First Deed of Trust provided that the First Lender agrees (i) to provide notice of any default to City concurrently with such notice being provided to Owner, (ii) permit the City to cure any default under the First Deed of Trust ("Subordination Agreement"). Any Subordination Agreement shall only run to the benefit of the First Lender and any subsequent holder of the First Deed of Trust but shall not affect the rights and obligations of City or Owner under this Agreement including, but not limited to, Section 15.

22. **INVALID PROVISIONS**. If any one or more of the provisions contained in this agreement shall be held to be invalid, illegal or unenforceable in any respect, such provision or provisions shall be deemed severable from the remaining provisions contained in this agreement, and this agreement shall be construed as if such invalid, illegal or unenforceable

provision had never been contained herein.

23. GOVERNING LAW. This agreement shall be interpreted under the laws of the State of California.

24. NOTICES. All notices required herein shall be sent by certified mail, return receipt requested or express delivery service with a delivery receipt and shall be deemed to be effective as date received or the date delivery was refused as indicated on the return receipt as follows:

To Owner:	At the address of the Residence set forth above
To City:	City of Cypress 1415 Santa Anita Avenue Cypress, CA 91733 Attn: Community Development Director
With copy to:	City of Cypress, City Attorney Aleshire & Wynder, LLP 1 Park Plaza, Suite 1000 Irvine CA 92614
To First Lender:	At the address shown on the First Deed of Trust.

A Party may subsequently change addresses by providing written notice of the change in address to the other parties in accordance with this Section 23.

25. ATTORNEYS' FEES. Should either Party incur attorneys' fees in seeking the enforcement of this Agreement, whether or not a final court judgment is entered, the prevailing Party shall be entitled to reimbursement of all reasonable costs and expenses incurred by the prevailing Party in such legal proceeding, including reasonable attorneys' fees, court costs and expenses and consultant and expert witness fees and expenses.

26. AGREEMENT APPURTENANT TO RESIDENCE; COVENANTS TO RUN WITH THE LAND. This Agreement is appurtenant to and shall run with the Residence as a covenant and equitable servitude in favor of City and shall be binding on all subsequent owners of the Residence. The covenants and restrictions contained herein shall run with the land and shall be a burden upon the Residence and shall be enforceable by the City, its successors in interest and assigns, against the Owner(s) and his/her/their heirs, successors in interest, and assigns. Owner(s) shall furnish a copy of this instrument to any successors in interest.

27. Further ASSURANCES. The Parties shall execute any further documents in recordable form consistent with the terms of this Agreement as may from time to time be necessary or appropriate to effectuate the purpose of this Agreement. The City Manager is authorized to execute any further documents on behalf of City.

28. AMENDMENT OR MODIFICATION. No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement

executed by Owner and City.

29. **CONSTRUCTION.** This Agreement shall be construed according to its fair meaning as if prepared by both Parties to this Agreement and shall be construed liberally with respect to the enforcement of the affordability requirements. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

30. **NO WAIVER.** The failure of City to enforce any term, covenant, or condition of this Agreement on the date it is to be performed shall not be construed as a waiver of City's right to enforce this, or any other, term, covenant, or condition of this Agreement at any later date or as a waiver of any term, covenant, or condition of this Agreement.

31. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding and agreement of the Parties and supersedes all prior negotiations, discussions and previous agreements between City and Owner concerning all or any part of the subject matter of this Agreement. The Recitals set forth above are incorporated herein by this reference and made a part of this Agreement.

32. **GOOD FAITH COVENANT.** The Parties agree to cooperate in good faith to effect the intent of this Agreement.

33. **COUNTERPARTS.** This Agreement may be signed in one or more counterparts, each of which shall constitute an original. The signature of any Party to this Agreement transmitted to any other party by facsimile or e-mail shall be deemed an original signature of the transmitting party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"OWNER"

_____

_____

"CITY"

CITY OF CYPRESS,
a California municipal agency

By: _____
Peter Grant, City Manager

ATTEST:

By: _____
Alisha Farnell, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Fred Galante, City Attorney

EXHIBIT A
LEGAL DESCRIPTION

That certain real property in the City of Cypress, County of Orange, State of California legally described as follows:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF ORANGE

On _____, 2024 before me, _____ Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Signature of Notary

SEAL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF ORANGE

On _____, 2024 before me,
_____ Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary

SEAL

EXHIBIT D

Covenant Deed of Trust

EXHIBIT D
FORM OF COVENANT DEED OF TRUST

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

5275 Orange Ave.
Cypress CA 90630
Attn: City Manager

Exempt from payment of recording fees pursuant to Government Code § 6103.

DEED OF TRUST WITH ASSIGNMENT OF RENTS

(Securing Affordable Housing Covenants)

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS ("**Deed of Trust**") is made as of the ____ day of _____, 2024, by _____ (as "**Trustor**"), whose address is _____ Cypress, California _____, to FIDELITY NATIONAL TITLE INSURANCE COMPANY (as "**Trustee**"), for the benefit of the CITY OF CYPRESS, a California municipal corporation (as "**Beneficiary**"), whose address is 5275 Orange Ave., Cypress CA 90630.

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of Cypress, County of Orange, State of California, described as set forth on Exhibit A attached hereto and hereby incorporated herein by reference ("**Property**") together with rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) that certain Affordability Covenants and Restrictions Affecting Real Property and Option to Purchase Property Secured by Deed of Trust of even date herewith between Trustor and Beneficiary, and extensions of modifications thereof which is being recorded concurrently herewith ("**Affordable Housing Agreement**"); (2) the performance of each agreement of Trustor incorporated by reference or contained herein; and (3) payment of any and all sums and interest thereon which may hereafter be loaned to Trustor, or his or her successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

THIS DEED OF TRUST IS HEREBY MODIFIED/SUPPLEMENTED BY THE TERMS OF THAT CERTAIN RIDER TO DEED OF TRUST WHICH IS ATTACHED TO THIS DEED OF TRUST AND HEREBY INCORPORATED BY REFERENCE.

To protect the security of this Deed of Trust, and with respect to the Property, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	5039	124	Sonoma	2057	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183

Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2055	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego	SERIES 5 Book 1964, Page 149774				

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

TRUSTOR

_____

_____

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

1) To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in a good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at the option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary of Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same is such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from the date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

1) That any award in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or be a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collecting of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6) That upon default by Trustor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which

notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.
After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.
After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.
7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.
8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

TO _____, TRUSTEE:

The undersigned is the legal owner and holder of the note or notes and of all indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, an all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated _____

_____

_____

Please mail Deed of Trust,
Note and Reconveyance to _____

Do Not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

RIDER TO DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS RIDER TO DEED OF TRUST WITH ASSIGNMENT OF RENTS ("**Rider**") is attached to and incorporated by reference to that certain Deed of Trust With Assignment of Rents, executed by _____ as "**Trustor**," in which FIRST AMERICAN TITLE COMPANY is "**Trustee**," in favor of the CITY OF CYPRESS, a California municipal corporation, as "**Beneficiary**." The Deed of Trust, as hereby modified/supplemented by this Rider, is hereinafter referred to as the "**Deed of Trust**."

All terms which are not defined in this Deed of Trust shall have the meaning given in the Affordable Housing Agreement.

The parties hereto agree:

1. **Obligations Secured.** Trustor makes this grant and assignment for the purpose of securing the following obligations:

   a. Payment and performance of all obligations of Trustor under this Deed of Trust;

   b. Payment of all obligations of Trustor under the Affordable Housing Agreement;

   c. Payment of all future advances and other obligations of Trustor or any other person, firm, or entity with the approval of Trustor, may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Beneficiary, when the obligation is evidenced by a writing which recites that it is secured by this Deed of Trust; and

   d. All modifications, extensions and renewals of any of the obligations secured hereby, however evidenced.

2. **No Renting or Leasing.** Trustor acknowledges and agrees that Trustor shall occupy the Property as Trustor's principal residence in accordance with the Affordable Housing Agreement and shall not rent or lease the Property. Nothing in the Deed of Trust including the assignment of rents shall be interpreted or construed to permit the Trustor to rent or lease the Property.

3. **Mortgagee-in-Possession.** Neither the assignment of rents set forth in the Deed of Trust nor the exercise by Beneficiary of any of its rights or remedies hereunder shall be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise liable in any manner with respect to the Property, unless Beneficiary, in person or by agent, assumes actual possession thereof. Nor shall appointment of a receiver for the Property by any court at the request of Beneficiary or by agreement with Trustor, or the entering into possession of the Property by such receiver, be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise liable in any manner with respect to the Property.

4. **Restriction on Transfer of Property; Beneficiary's Right to Accelerate.** In no event shall Borrower transfer any portion of the Property in violation of the Affordable Housing Agreement without the prior express written consent of Beneficiary which consent shall be given by Beneficiary only in the event that Beneficiary determines that the assignee or transferee is an Eligible Purchaser, that the assignee's or transferee's monthly housing payments are at an Affordable Housing Cost, and that the assignee or transferee has expressly assumed the Note and the Affordable Housing Agreement by execution of a written assignment document to be provided by the Beneficiary. Violation of the transfer restrictions can result in the acceleration of Note as provided in the Affordable Housing Agreement.

5. **No Cure.** In the event Beneficiary collects and receives any rents under the Deed of Trust upon any default hereof, such collection or receipt shall in no way constitute a curing of the default.

6. **Waiver.** No delay or omission by Beneficiary in exercising any right or power accruing upon the compliance or failure of performance by Trustor hereto under the provisions of this Deed of Trust shall

impair any such right or power or be construed to be a waiver thereof. A waiver by Beneficiary of a breach, default or any other failure of performance by Trustor of any of the covenants, conditions or agreements hereof to be performed by Trustor shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

7. **Default.** Any default under the Affordable Housing Agreement shall be deemed a default under this Deed of Trust.

IN WITNESS WHEREOF, Trustor has executed this Rider to be effective for all purposes as of the day and year first set forth above.

TRUSTOR:

_____

_____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

All that certain property located in the City of Cypress, County of Orange, State of California, legally described as follows:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____, 2024 before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ 2024, before me, _____, Notary Public, personally appeared _____,who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

[SEAL]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ 2024, before me, _____, Notary Public, personally appeared _____,who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

[SEAL]

MAT Engineering, Inc.

www.matengineering.com
17192 Murphy Avenue #14902
Irvine, CA 92623
Ph: 949.344.1828

June 27, 2024

Ms. Alicia Velasco
Planning Director
CITY OF CYPRESS
5275 Orange Avenue
Cypress, CA 90630

Subject: **5732 Lincoln Avenue Residential Project Traffic Evaluation, City of Cypress, California**

Dear Alicia,

MAT Engineering, Inc. is pleased to submit this traffic evaluation and VMT screening for the proposed 5732 Lincoln Avenue residential project in the City of Cypress.

The analysis conducted and contained in this report is consistent with the scope of work previously reviewed and approved by City staff.

A. Project Description & Location

The currently vacant project site is located at 5732 Lincoln Avenue in the City.

The proposed project consists of construction and operation of twenty (20) dwelling units of multi-family residential use.

Access for the proposed project is planned to be provided via one right-in/right-out unsignalized driveway on Lincoln Avenue. There is an existing raised median along the project frontage on Lincoln Avenue which will prohibit left-turn movements in and out of the proposed project.

Exhibit A shows the project location. **Exhibit B** shows the proposed site plan.

B. Project Trip Generation

Trip generation represents the amount of trips attracted and produced by a land use. The trip generation for the existing use and the proposed project is based upon the specific land uses that have been planned for this project and has been determined utilizing the Institute of Transportation Engineers (ITE) trip generation rates which is an industry standard for calculating trips associated with land uses**.**

Table 1 shows the trip ITE trip generation rates for the proposed project based on the ITE.

Table 1
ITE Trip Generation Rates

Land Use	ITE Code	Units	Peak Hour						Daily
			AM Peak Hour			PM Peak Hour			
			In	Out	Total	In	Out	Total	
Multi-Family Residential (Low Rise)	220	DU	0.10	0.30	0.40	0.32	0.19	0.51	6.74

Notes:

Source: 2021 ITE 11th Edition Trip Generation Manual;

DU = Dwelling Units;

Utilizing the ITE trip generation rates from **Table 1**, **Table 2** shows a summary of the trip generation for the proposed project.

Table 2
Project Trip Generation

Land Use	Quantity	Units	ITE Code	Peak Hour						Daily
				AM Peak Hour			PM Peak Hour			
				In	Out	Total	In	Out	Total	
Multi-Family Residential (Low Rise)	20	DU	220	2	6	8	6	4	10	135

Source:

Institute of Transportation Engineers (ITE) 2021 Trip Generation Manual (11th Edition) Source: 2021 ITE 11th Edition Trip Generation Manual;

As shown in **Table 2**, based on the ITE trip generation rates, the proposed project is expected to generate approximately 135 daily trips which include approximately 8 AM peak hour trip and approximately 10 PM peak hour trip.

C. Local Transportation/Traffic Operations Evaluation

As previously shown in **Table 2**, based on the ITE trip generation rates, the proposed project is expected to generate approximately 135 daily trips which include approximately 8 AM peak hour trip and approximately 10 PM peak hour trip. This is equivalent to one (1) vehicle trip every six (6) minutes during the peak hours (both inbound and outbound trips), which can be considered insignificant. Once these trips are further distributed and disbursed onto the surrounding circulation system, the added number of project trips to the roadway network and any individual intersection is even less.

Based on the *City of Cypress Transportation Operational Assessment (Level of Service Traffic Study) Guidelines (April 2023)*, since the proposed project is expected to generate a low number of trips (less than 50 peak hour trips), a full traffic study is not required for the proposed project and the effect of the project-added traffic to the surrounding roadway network system can be considered insignificant, not resulting in adverse traffic operations.

D. Vehicle Miles Traveled (VMT) Analysis

In response to Senate Bill (SB) 743, the California Natural Resource Agency certified and adopted new CEQA Guidelines in December 2018 which now identify Vehicle Miles Traveled (VMT) as the most appropriate metric to evaluate a project's transportation impact under CEQA (§ 15064.3).

The City of Cypress does not have adopted guidelines for VMT evaluation. Hence, the County of Orange guidelines are utilized for the project VMT evaluation.

In accordance with the *Orange County Transportation Implementation Manual (County of Orange Public Works, September 2021)*, certain activities and projects may be assumed to result in a less than significant impact to transportation and circulation and may be screened out of a VMT analysis.

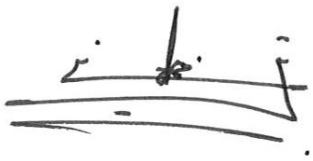
One type of screening adopted by the County of Orange are “small projects”. These are projects that are forecast to generate 500 or fewer average daily trips (ADT). The rationale for utilizing the 500 trip threshold is based on qualitative evaluation of Greenhouse Gas Emissions contained and documented in the County’s transportation analysis guidelines.

As previously noted, the proposed project can be expected to generate approximately 135 vehicle trips per day. Hence, it can be concluded that the project screens out for significant VMT impacts and is found to have a less than significant VMT effect on the circulation system and roadway network.

MAT Engineering Inc. appreciates the opportunity to provide this technical memorandum and evaluation. If you have any questions, concerns, or comments, please contact us at 949-344-1828 or at@matengineering.com.

Respectfully submitted,

MAT ENGINEERING, INC.

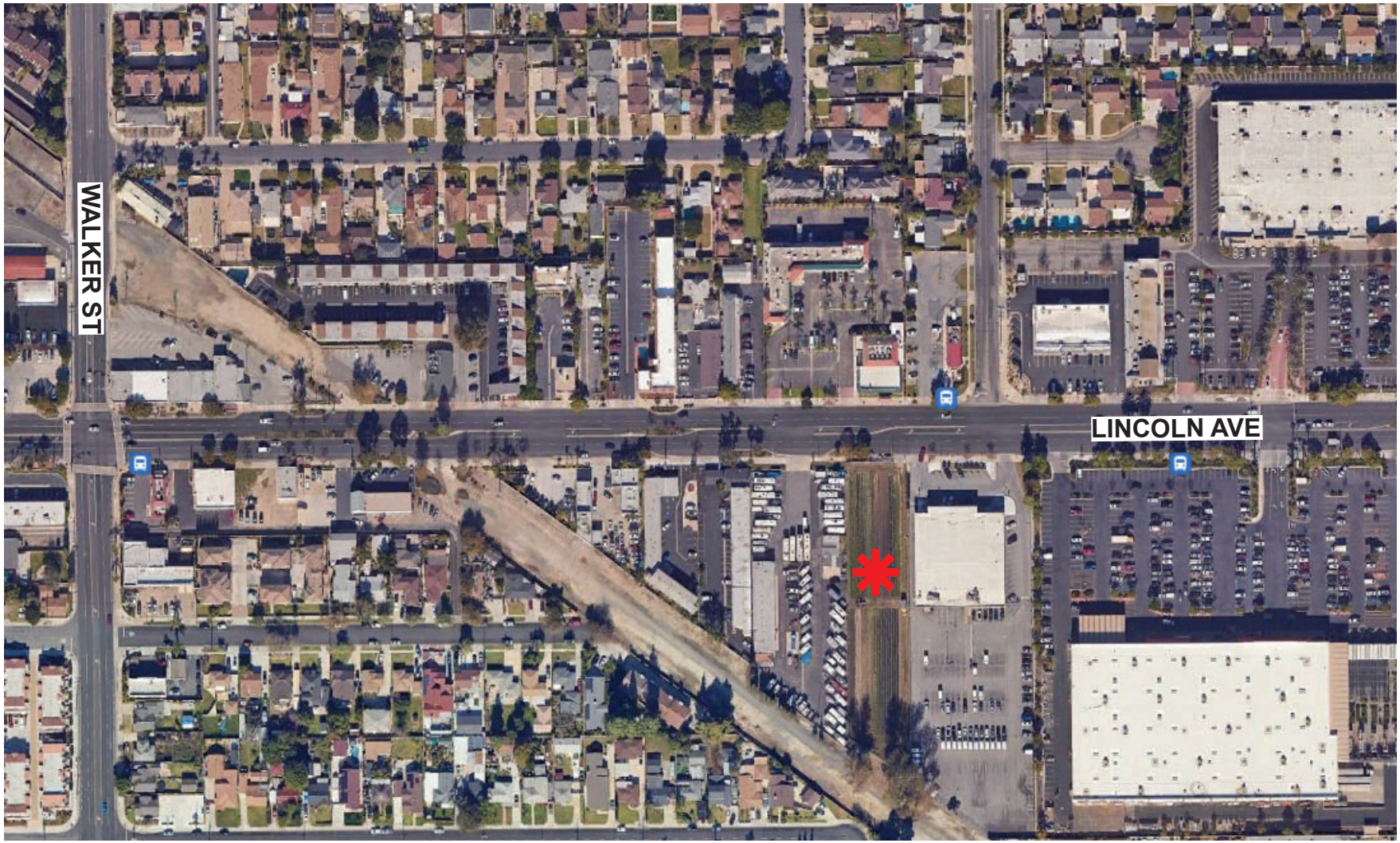


Alex Tabrizi, PE, TE

President

Attachment A

Exhibits



Not to Scale

Legend:

Site Location

ENGINEERING, INC.

Project Location

5732 Lincoln Avenue Residential Project, City of Cypress, California / 0012-2024-02

JUN/2024

Exhibit A



Not to Scale

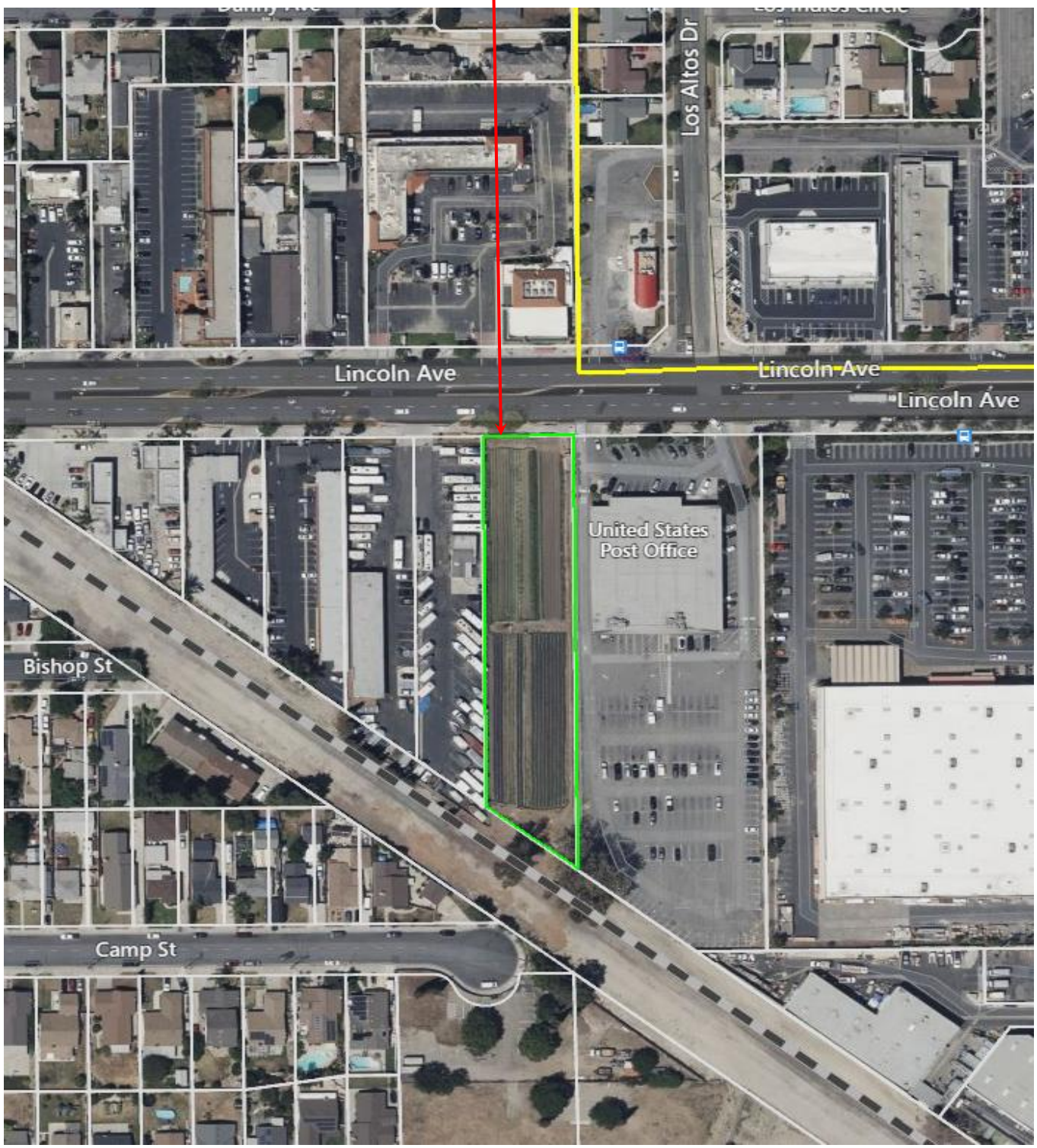
ENGINEERING, INC.

Site Plan

Exhibit B

Conditional Use Permit No. 2024-03 & Tentative Tract Map No. 19339

Project Site
5732 Lincoln Avenue



VICINITY MAP



CYPRESS-LINCOLN & LOS ALTOS

CYPRESS, CALIFORNIA

OWNER/APPLICANT:

THE OLSON CO
BRIAN CUNNINGHAM
3010 OLD RANCH PARKWAY, SUITE 100
SEAL BEACH, Ca 90740
562-370-2290
bcunningham@theolsonco.com

ARCHITECT:
THE KTGY GROUP, INC.
17911 VON KARMAN AVE., SUITE 200
IRVINE, CA 92614
949-851-2133
ascales@ktgy.com

CIVIL:
ADVANCED CIVIL GROUP
30251 GOLDEN LANTERN, SUITE E, PMB 251
LAGUNA NIGUEL, CA 92677
866-338-5778
steve@advancedcivilgroup.com

LANDSCAPE
STUDIO PAD, INC
23195 LA CADENA DR., SUITE 103
LAGUNA HILLS, CA 92653
949-770-8530
paduarte@studio-pad.com



ktgy
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Interiors | Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com

The Olson Co
3020 Old Ranch Pkwy #100
Seal Beach, Ca 90740

CYPRESS - LINCOLN
CYPRESS, CA # 20230808

CONCEPTUAL DESIGN

Plot Date: 10.07.2024
1st Planning Submittal: 04.22.2024
2nd Planning Submittal: 09.13.2024

PERSPECTIVE SKETCH VIEW
VIEW 1

A1.2



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PERSPECTIVE SKETCH VIEW
VIEW 2

A1.3



SITE DATA
APN: 244-472-09
Address: 5732 Lincoln Avenue
City: Cypress, CA
County: Orange County
Existing Zoning: Lincoln Avenue Specific Plan - Commercial Mixed Use
Site Area: ±1.1 ac (±47,987sf Gross)

Construction Type: V-B
Occupancy Type: R2
Fire Department: OCFA
Fire Sprinkler Type: NFPA 13

DEVELOPMENT STANDARDS
Min. Lot Size: 10,000 sqft
Min. Lot Frontage: 150 ft
Max. Building Height: 30 ft
Max. Dwelling Units per acre: 30 D.U
Min. Dwelling Units per acre: 20 D.U
Min. Shared Open Space: Linear dimension of 50 ft

Required Setbacks
Frontage:10'
Interior Side:5'
Rear:5'
Min. Distance Between Buildings on Same Parcel: 10'
FAR: 0.64

State Density Bonus Parking:
2 Bd: 1.5 sp/unit
3 Bd: 1.5 sp/unit
4 Bd: 2.5 sp/unit

BUILDING DATA

#	Plan	Gross Area	Type	Parking Req'd
2 DU	P1	1262sf	3bd/3ba/2-car tandem	3 spaces
2 DU	P2	1325sf	3bd/3ba/2-car tandem	3 spaces
8 DU	P3	1483sf	3bd/3ba/2-car tandem	12 spaces
8 DU	P4	1734sf	3bd/3.5ba/2-car sxs	12 spaces
Totals: 20 DU		30,910sf Gross (Avg. 1,546sf)		30 spaces

Total Construction Area: 43,842sf (Gross)

Density: ±18.2 du/ac (Gross)

Parking Provided:
40 spaces - Garages
7 spaces - Guest
47 spaces - Total

Open Space Provided: ±3068sf (±153sf/unit)

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0 15 30 60

ARCHITECTURAL SITE PLAN

A1.0



LEGEND

1. Community open space area with string lights, picnic table seating, trash receptacle, BBQ, and turf area.
2. Community open space area with lounge seating, trash receptacle, and turf area.
3. Two community cluster mailboxes, per USPS review and approval.
4. Proposed wall, pilaster, gate or fence, per L2 Wall & Fence Plan.
5. Enhanced paving at main project entry.
6. Proposed tree, per L3 Planting Plan.
7. 4' wide community natural colored concrete sidewalk, with saw-cut joints.
8. 4' wide unit entry natural colored concrete walk, with saw-cut joints.
9. Accessible parking stall and striping, per Civil plans.
10. Guest parking stall.
11. Natural colored concrete driveway, with light broom finish and tooled joints.
12. Common area landscape, builder installed and HOA maintained.
13. Community dog bag station (black in color), for pet owners.
14. Property line.
15. Public street R.O.W.
16. Transformer to be screened with landscape, quantity and final locations to be determined.
17. Short term bike parking (1 bike racks to accommodate 2 bike stalls).
18. Biofiltration area with modular device (per Civil plans); with riparian planting.
19. Turf area with adirondack seating and specimen tree.

0 10' 20' 40'

Scale: 1" = 20'

The Olson Company

Conceptual Landscape Plan

Concept - 1st City Submittal | Project No.: TOC63 | Date: Sept. 6, 2024

L-1

5732 Lincoln Avenue, Cypress, CA

studio PAD
Landscape Architecture
21196 La Cadena Drive (Ste 103)
Laguna Hills CA 92653 (www.studio-PAD.com)

LEGEND

1. Stucco
2. Low Profile Concrete "S" Roof Tile
3. Stucco Recess /Reveal at Windows/Doors
4. Half Faux Gable End Vent
5. Exposed Truss Tails w/2x3 Fascia
6. Decorative Stucco Sill Trim
7. Vinyl Window
8. Decorative Stucco over Foam Cantilever
9. Stucco Arched Soffit
10. Stucco Decorative Foam Corbel
11. Decorative Stucco Faux Shelf
12. Metal Railing
13. Fiberglass Entry Door
14. Decorative Shutters
15. Bay Window w/ Fiber-cement Trim & Panels
16. Canvas Awning w/ Metal Brackets
17. Decorative Exterior Lights & Address Sign
18. Metal Utility Door
19. Metal Sectional Garage Door



FACING NORTH (STREET FRONT)



FACING WEST



FACING SOUTH



FACING EAST (DRIVE SIDE)

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CYPRESS - LINCOLN
CYPRESS, CA # 20230808

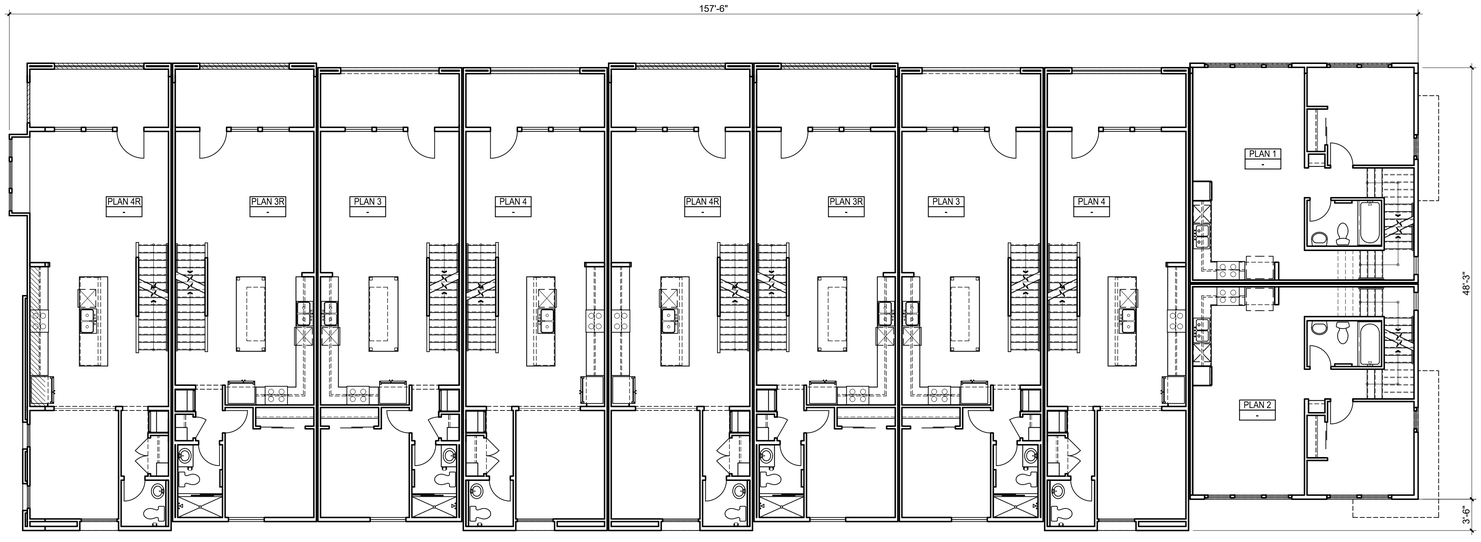
CONCEPTUAL DESIGN

Plot Date: 10.07.2024
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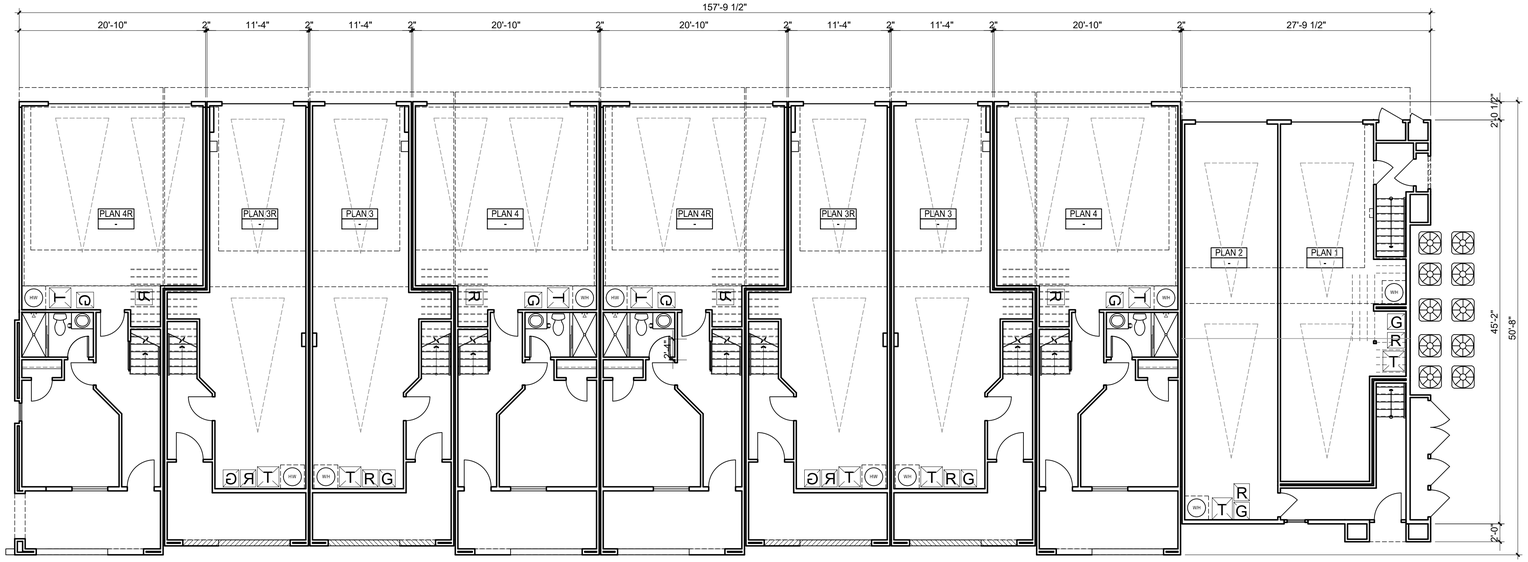
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COMPOSITE B-1 BUILDING ELEVATIONS
B-1 BUILDING

A2.0



SECOND FLOOR



FIRST FLOOR

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CYPRESS - LINCOLN
CYPRESS, CA # 20230808

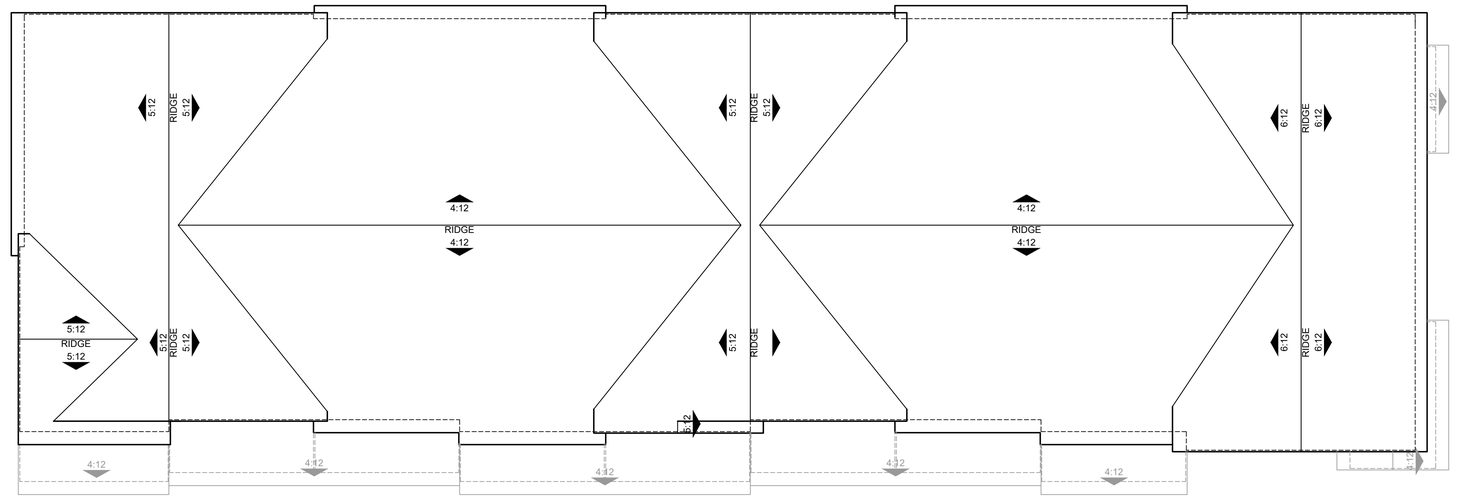
CONCEPTUAL DESIGN

Plot Date: 10.07.2024
1st Planning Submittal: 04.22.2024
2nd Planning Submittal: 09.13.2024

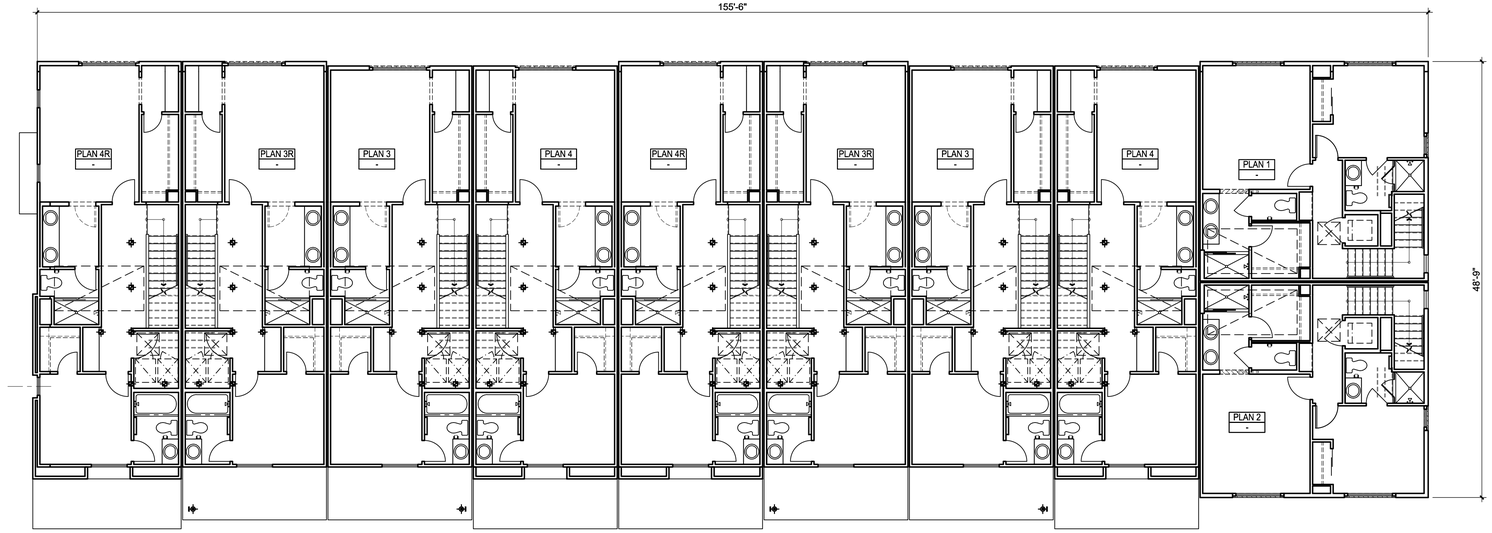
0 4 8 16

COMPOSITE B-1 BUILDING PLANS
B-1 BUILDING

A2.1



ROOF PLAN



THIRD FLOOR

ktgy
Architecture | Branding
Interiors | Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com

The Olson Co
3020 Old Ranch Pkwy #100
Seal Beach, Ca 90740

CYPRESS - LINCOLN
CYPRESS, CA # 20230808

CONCEPTUAL DESIGN

Plot Date: 10.07.2024
1st Planning Submittal: 04.22.2024
2nd Planning Submittal: 09.13.2024

0 4 8 16

COMPOSITE B-1 BUILDING PLANS
B-1 BUILDING

A2.2



FACING NORTH (STREET FRONT)



FACING WEST



FACING SOUTH



FACING EAST (DRIVE SIDE)

ktgy
Architecture | Branding
Interiors | Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
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ktgy.com

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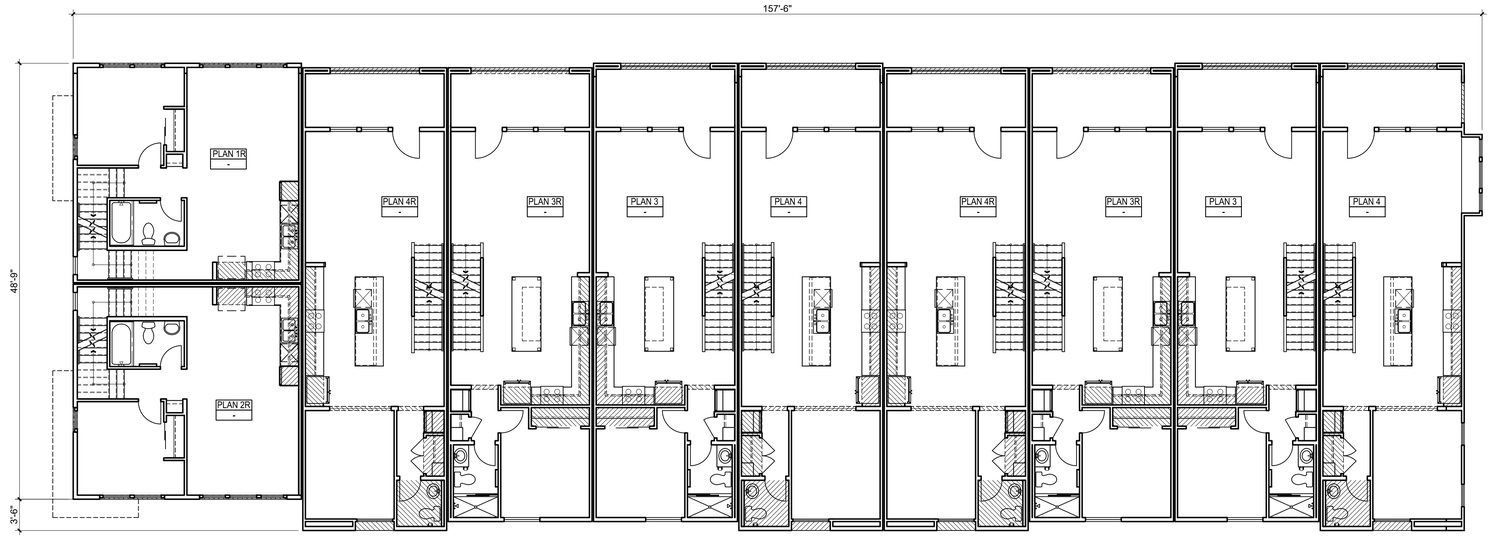
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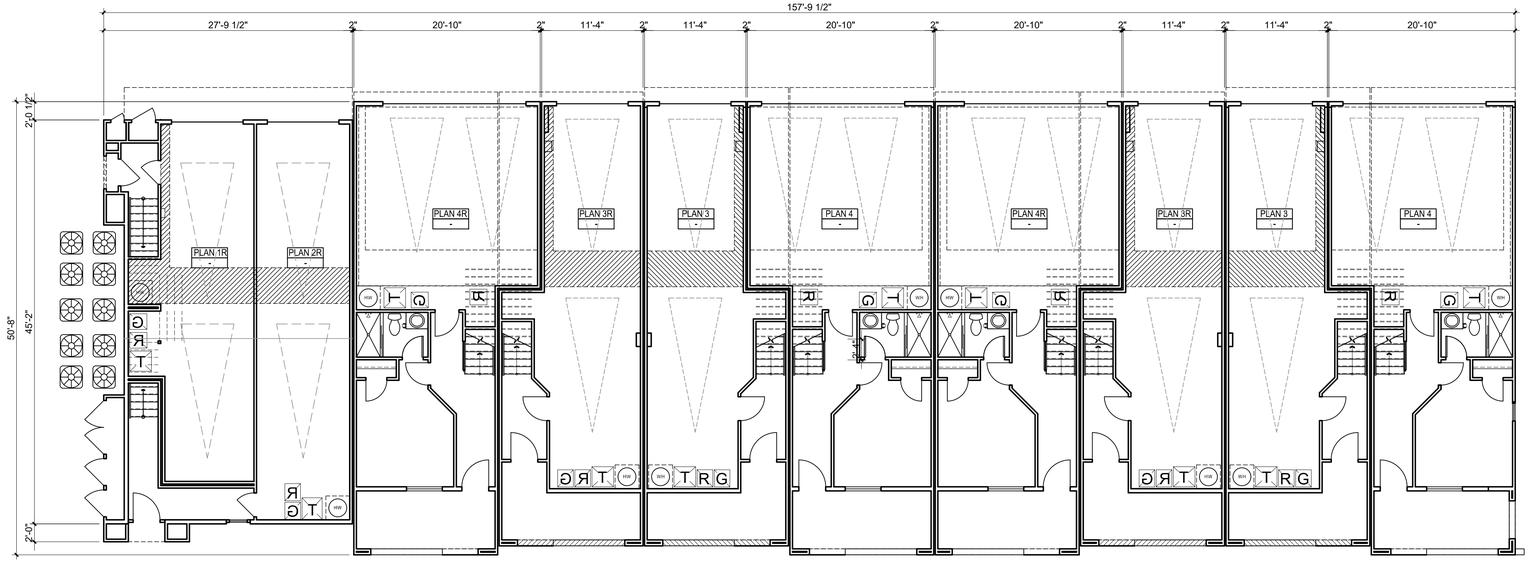
0 4 8 16

COMPOSITE B-2 BUILDING ELEVATIONS
B-2 BUILDING

A3.0



SECOND FLOOR



FIRST FLOOR

ktgy
Architecture | Branding
Interiors | Planning
17911 Von Karman Ave,
Suite 200
Irvine, CA 92614
949.851.2133
ktgy.com

The Olson Co
3020 Old Ranch Pkwy #100
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CYPRESS - LINCOLN
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CONCEPTUAL DESIGN

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0 4 8 16

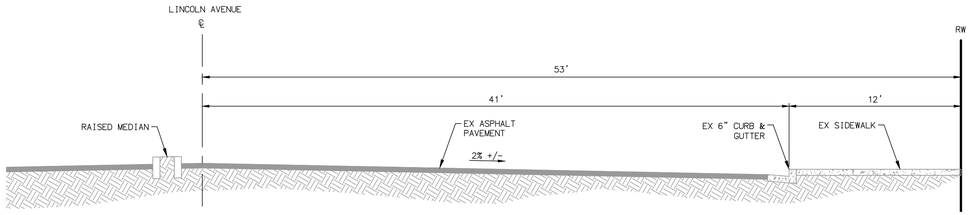
COMPOSITE B-2 BUILDING PLANS
B-2 BUILDING

A3.1

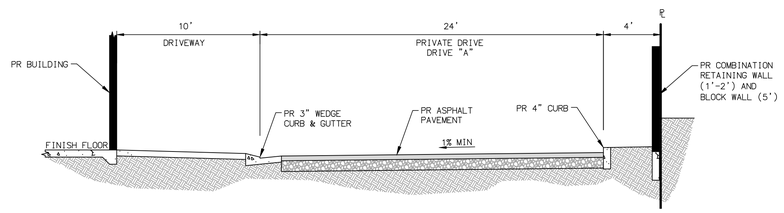
TENTATIVE TRACT MAP NO. 19339

FOR CONDOMINIUM PURPOSES

IN THE CITY OF CYPRESS
COUNTY OF ORANGE, STATE OF CALIFORNIA



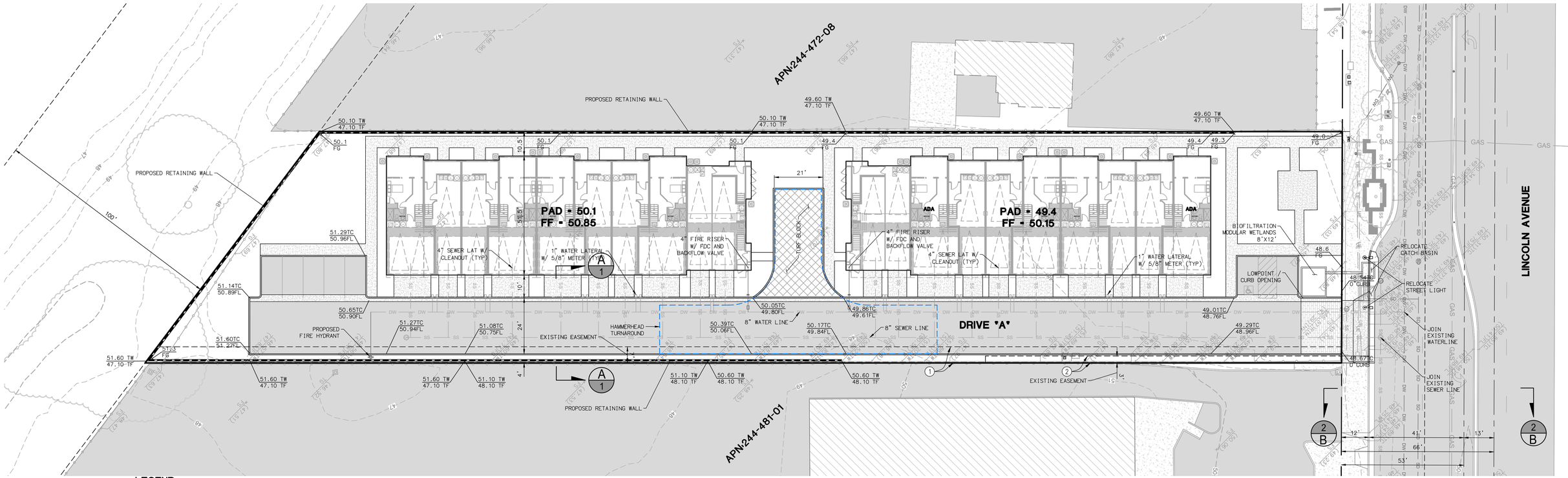
SECTION B-B
SCALE: 1"=5'



SECTION A-A
SCALE: 1"=5'



VICINITY MAP
NOT TO SCALE



LEGEND

	EX TREE		EX PROPERTY LINE
	EX SEWER MANHOLE		EX MAJOR CONTOUR
	EX STREETLIGHT		EX MINOR CONTOUR
	EX FIRE HYDRANT	SS	EX SEWER LINE
	EX UTILITY BOX	DW	EX DOMESTIC WATER LINE
	EX STORM DRAIN MANHOLE	FW	EX FIRE WATER LINE
		RW	EX RECYCLED WATER LINE
	EX CATCH BASIN	SD	EX STORM DRAIN LINE
		OHE	EX OVERHEAD ELECTRIC
	EX POWER POLE	UE	EX UNDERGROUND ELECTRIC
	EX TRAFFIC LIGHT		EX GAS LINE
VAULT	EX UNDERGROUND UTILITY VAULT		EX IRON FENCE
	EX IRRIGATION METER		EX CHAIN LINK FENCE
	EX ELECTRICAL METER		EX WOOD FENCE
	EX WATER VALVE COVER		EX BLOCK WALL
	EX WATER METER		EX PLANTER WALL
	EX MANHOLE		EX RETAINING WALL
	EX STREET SIGN		EX CURB AND GUTTER
	EX BOLLARD		EX CHAIN LINK FENCE
	EX MONUMENT		EX STRIPING
T	EX TRANSFORMER		EX SLOPE
FIRE WATER	EX FIRE WATER STRUCTURE		EX CONCRETE
	EX GAS STRUCTURE		EX STRUCTURE FOOTPRINT
	EX GAS VALVE		EX PAVERS
	EX PROPERTY BOUNDARY		
	EX STREET CENTERLINE		
	EX RIGHT-OF-WAY		

ABBREVIATIONS

D	DELTA
EX	EXISTING
FG	FINISHED GRADE
FL	FLOW LINE
FS	FINISHED SURFACE
FF	FINISHED FLOOR
INV	INVERT
L	LENGTH
MIN	MINIMUM
NTS	NOT TO SCALE
P	PROPERTY LINE
PR	PROPOSED
R	RADIUS
TC	TOP OF CURB
TG	TOP OF GRATE
TW	TOP OF WALL
TYP	TYPICAL

GENERAL NOTES

1. EXISTING LAND USE: AGRICULTURAL ROW CROPS
2. PROPOSED LAND USE: MULTI-FAMILY RESIDENTIAL
3. EXISTING ZONING: LINCOLN AVENUE SPECIAL PURPOSE ZONE
4. WATER SERVICE PROVIDED BY: GOLDEN STATE WATER COMPANY
5. SEWER SERVICE PROVIDED BY: CITY OF CYPRESS
6. ELECTRICAL SERVICE PROVIDED BY: SOUTHERN CALIFORNIA EDISON
7. GAS SERVICE PROVIDED BY: SOCAL GAS CO.
8. TELEPHONE SERVICE PROVIDED BY: SPECTRUM
9. CABLE TELEVISION PROVIDED BY: SPECTRUM
10. PROJECT IS WITHIN THE CYPRESS SCHOOL DISTRICT
11. ALL LOTS SHALL BE HOMEOWNER MAINTAINED
12. NO KNOWN ACTIVE FAULTS ARE KNOWN TO PROJECT THROUGH THE SITE NOR DOES THE SITE LIE WITHIN THE BOUNDARIES OF AN "EARTHQUAKE FAULT ZONE" AS DEFINED BY THE STATE OF CALIFORNIA IN THE ALQUIST-PRIOLO EARTHQUAKE FAULT ZONING ACT.
13. PROPERTY IS LOCATED WITHIN FLOOD ZONE "X" PER FIRM PANEL 06059C0116J EFFECTIVE ON 12/03/2009
14. ASSESSOR'S PARCEL NUMBER: 244-472-09

PROPERTY ADDRESS:

5732 LINCOLN AVENUE
CYPRESS, CA

DEVELOPER:

THE OLSON COMPANY
3020 OLD RANCH PARKWAY, SUITE 100
SEAL BEACH, CA 90740

STATEMENT OF OWNERSHIP:

WE, THE UNDERSIGNED, DO HEREBY STATE THAT WE ARE THE RECORD OWNERS OF THE PROPERTY COMPRISING THIS TENTATIVE TRACT MAP AND THAT WE HAVE CONSENTED TO THE FILING OF SAID MAP.

OWNER: _____

BY: _____ DATE: _____

PROPOSED LOT AREA:

LOT	GROSS AND NET AREA (SF)	(AC)
1	47,987	1.102

DENSITY CALCULATIONS:

PROPOSED CONDOMINIUMS: 20 UNITS
NET AREA: 1.102 AC
PROPOSED DENSITY: 18.1 DU/AC

ASSESSOR PARCEL NUMBER:

APN: 244-472-09

LEGAL DESCRIPTION:

REAL PROPERTY IN THE CITY OF CYPRESS, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN LAND SITUATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE CITY OF CYPRESS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 16; THENCE SOUTH 582.84 FEET ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16 TO THE NORTHEASTERLY LINE OF THE PACIFIC ELECTRIC RAILWAY COMPANY'S 100 FOOT RIGHT OF WAY; THENCE NORTHWESTERLY 125.22 FEET ALONG SAID RIGHT OF WAY TO A LINE PARALLEL WITH AND WESTERLY 100 FEET FROM SAID EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE NORTH 467.80 FEET ALONG SAID PARALLEL LINE TO THE NORTH LINE OF SAID SECTION 16; THENCE EAST 100 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

EXCEPT THE NORTH 66 FEET THEREON GRANTED TO THE STATE OF CALIFORNIA BY DEED RECORDED AUGUST 28, 1956 IN BOOK 3625, PAGE 548 OF OFFICIAL RECORDS.

EXISTING EASEMENTS

(1) AN EASEMENT FOR POLE LINES AND CONDUIT AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED SEPTEMBER 05, 1951 AS BOOK 2226, PAGE 398 OF OFFICIAL RECORDS.

(2) AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED AUGUST 22, 1977 AS BOOK 12647, PAGE 1323 OF OFFICIAL RECORDS.

IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY

SCALE 1"=20'
20 10 0 20 40 60
SCALE: 1"=20'

SCALE: 1" = 20'
GROSS AREA: +/-1.10 AC
CONTOURS: 1 FOOT
TOTAL LOTS: 1 NUMBERED
0 LETTERED
TOTAL UNITS: 20 CONDOS

DIGALERT
DIAL TOLL FREE
1(800) 227-2600
At Least Two Working Days Before You Dig
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

SCALE VERIFICATION
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

REVISIONS

BY	DATE	DESCRIPTIONS	NO.

BENCHMARK:

NAME: O.C.S. VERTICAL CONTROL BM 1M-9-82

DESCRIPTION:
ORANGE COUNTY SURVEYOR'S 3-3/4" ALUMINUM DISK STAMPED "1M-9-82" SET IN THE SOUTHWESTERLY CORNER OF A 4 FT. BY 22 FT. CONCRETE CATCH BASIN. MONUMENT IS LOCATED ALONG THE NORTHERLY SIDE OF LINCOLN AVENUE.

ELEV= 47.720'

BASIS OF BEARING:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN O.C.S. HORIZONTAL CONTROL STATION GPS NO. 3700 & STATION GPS NO. 3713 BEING NORTH 00°17'30" EAST PER RECORDS OF FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

REGISTERED PROFESSIONAL ENGINEER
R. STEVEN AUSTIN
No. 68795
CIVIL
STATE OF CALIFORNIA

DRAWN BY: CPK
DESIGNED BY: CPK
CHECKED BY: RSA
APPROVED BY: RSA

ADVANCED CIVIL GROUP
30251 GOLDEN LANTERN
SUITE E, PMB 251
LAGUNA NIGUEL, CA 92677
(866) 338-5778 PHONE
(866) 338-5778 FAX
WWW.ADVANCEDCIVILGROUP.COM

PREPARED BY: _____ R.C.E. NO. 68795
DATE 8/15/2024

TTM NO. 19339
description
TENTATIVE TRACT MAP NO. 19339
prepared for
THE OLSON COMPANY

SHEET NO: **TTM**
SHEET 1 OF 1

NOTICE OF EXEMPTION

TO: __X__ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

__X__ County Clerk-Recorder
Public Services Division
P.O. Box 238
Santa Ana, CA 92702

FROM: City of Cypress
5275 Orange Avenue
Cypress, CA 90630

Project Title Conditional Use Permit No. 2024-03 and Tentative Tract Map No. 19339	
Project Location - Specific 5732 Lincoln Avenue	
Project Location - City Cypress	**Project Location - County** Orange
Description of Nature, Purpose, and Beneficiaries of Project A request to construct 20 condominium units on a 1.1-acre property and create a tentative tract map for condominium ownership. The beneficiary is the developer, The Olson Company.	
Name of Public Agency Approving Project City of Cypress	
Name of Person or Agency Carrying Out Project (Applicant's Name and Address) Mr. Brian Cunningham, The Olson Company, 3010 Old Ranch Parkway, Suite 100, Seal Beach, CA 90740	

Exempt Status: (Check One)
___ Ministerial (Sec. 21080(b)(1);15268);
___ Declared Emergency (Sec. 21080(b)(3);15269(a));
___ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
__X__ Categorical Exemption, Class 32 & 15 (Sec. 15332(a-e)) and 15315	

Reasons why project is exempt: The project consists of in-fill development on a site that: (a) is consistent with the general plan and zoning designations, (b) is less than five acres in size within an urbanized area, (c) has no habitat for endangered species, (d) does not result in significant effects relating to traffic, noise, air quality, or water quality, and (e) is adequately served by all required utilities and public services. Further, the subdivision map has less than four parcels.	

Lead Agency Contact Person	**Area Code**	**Telephone Number**
Alicia Velasco, Planning Director	(714)	229-6720

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project?
   Yes __X____ No _____

_____ Alicia Velasco
Signature Date Planning Director

☒ Signed by Lead Agency