NEWARK CITY COUNCIL

Council Chambers

37101 Newark Boulevard, Newark, CA 94560

Mayor Michael K. Hannon

Vice Mayor Matthew Jorgens

Council Members: Terrence Grindall, Julie Del Catancio, Eve Marie Little

Teleconference Location: Council Member Grindall participating remotely from Hotel Lulu, 1850 S Harbor Boulevard, Anaheim, California 92802

Regular Meeting Agenda

Thursday, September 24, 2026

7:00 P.M.

The City Council will hold a hybrid meeting in the Council Chambers and virtually via Zoom.

How to observe the Meeting:

1. *Cable Channel 30*
2. *YouTube Live stream*

How to provide live Public Comment during the City Council Meeting:

1. *Participate in the Council Chambers.*
2. *Join remotely using **Zoom**. **Meeting ID: 869 5232 7798.***
   To request to speak, use the "raise hand" function in Zoom.
3. *Join by **Phone**: **Dial 1-669-444-9171**. **Meeting ID: 869 5232 7798.***
   *Press *9 to request to speak and *6 to unmute/mute.*

How to submit written Public Comment:

Please submit email comments to the city.clerk@newarkca.gov by 3:00 p.m. on the day of the meeting, including the corresponding agenda item number. Comments will be shared with the City Council and made available for public viewing.

A. ROLL CALL

B. PRESENTATIONS

1. Proclaiming National CERT Week

2. Proclaiming September as National Preparedness Month

C. PUBLIC COMMENT

The public is invited to address the City Council on any item not listed on the agenda. Public comments are generally limited to five minutes per speaker. The Presiding Officer may reduce the time allotted for each speaker as needed. Please note that State law prohibits the Council from taking action on items not listed on the agenda.

D. CONSENT CALENDAR

Consent Calendar items are considered to be routine and may be approved by one motion. There will be no separate discussion on these items unless there is a request by a Council Member, a staff member, or a member of the public to remove an item for separate discussion and action.

1. Approval of Audited Demands

2. Approval of September 10, 2026, City Council Minutes

3. Waive further reading and adopt an ordinance amending Chapter 2.09 of the Newark Municipal Code ("City Councilmembers-Compensation") to increase the salaries of the Mayor and City Councilmembers

4. Waive further reading and adopt an ordinance amending the Newark Zoning Map to include specific additional parcels in the -BRH Overlay District to comply with state law and ensure consistency among the City's code

5. Adopt a resolution authorizing an agreement with Advanced Exercise Fitness Solutions for Fitness Equipment and Flooring Replacement at the George M. Silliman Community Activity Center and amending the 2026-2028 Biennial Budget and Capital Improvement Plan

6. Adopt a resolution approving and authorizing the acceptance of the 2026-2027 Selective Traffic Enforcement Program (STEP) federal grant through the State of California Office of Traffic Safety (OTS) and amending the 2026-2028 Biennial Budget

7. Adopt a resolution authorizing the City Manager to execute the Fourth Amendment to the Contractual Services Agreement with Granicus LLC in an additional amount of $13,031.92 for website maintenance, hosting, and licensing services

8. Adopt a resolution amending the Citywide Salary Schedule to change the classification title of Maintenance Superintendent to Public Works Maintenance Manager in conformance with California Code of Regulations, Title 2, Section 570.5

E. PUBLIC HEARINGS

F. GENERAL BUSINESS / NON-CONSENT ITEMS

1. Year-end budget review and adoption of a resolution amending the 2024–2026 Biennial Budget and Capital Improvement Plan for fiscal year 2025–26

G. CITY MANAGER UPDATES

H. CITY COUNCIL MATTERS

City Council Members report on attendance at intergovernmental agency meetings, conferences, and seminars since the last meeting. City Council Members may also announce upcoming events and coordinate attendance; report on local events attended since the last meeting; and make brief comments on issues of concern.

1. Adopt a resolution approving the Mayor's appointment to the Public Art Committee

I. CLOSED SESSION

J. ADJOURNMENT

MEETING INFORMATION

Accessibility

This meeting is wheelchair accessible. For special accommodations, contact the City Clerk's Office at (510) 578-4266 or city.clerk@newarkca.gov at least 72 hours in advance.

Council Meeting Materials

Agenda packets are generally posted on the City website by the Friday before the meeting, and at least 72 hours before regular meetings or 24 hours before special meetings. Supplemental materials released later are available for public viewing at City Hall, 37101 Newark Boulevard, during regular business hours. City Council agendas are available at newarkca.gov/councilagendas. Visit the Agenda Translation Webpage to view the agenda in your preferred language.

Policy on Telephonic/Internet Service Disruption (SB 707)

The Council's policy outlines procedures for handling disruptions to telephonic or internet service during meetings, including recess requirements and steps to restore access.

Certification of Meeting Notice and Agenda Posting

This notice and agenda were posted on the City's website newarkca.gov/councilagendas and at the City Hall bulletin board located at 37101 Newark Boulevard, Newark, CA, at least 72 hours prior to the meeting date, in accordance with the Ralph M. Brown Act.
/s/ Neetu Salwan, CMC, City Clerk

Mission Statement

It is our mission to serve and partner with our community to continually enhance the quality of life of everyone in Newark.

Vision Statement

We are a welcoming city…
…where it is safe to live, to play, and to raise children.
…where diverse and energetic people strive to live in harmony.
…that cherishes small town values and also enjoys being progressive.
…where educational programs are available and first-rate.
…where cultural and recreational opportunities are plentiful and spiritually enriching.
…with residents filled with civic pride, social concerns, and community involvement.
…with tree-lined streets and a diverse system of parks and open spaces.
…where economy is strong and vital and provides jobs.
…where government is financially stable, accessible, and responsive.
…that provides timely, accurate, and transparent communication.
…that is well-planned, well-managed, and well-maintained.

SENIOR STAFF MEMBERS

David J. Benoun
City Manager

Kristopher J. Kokotaylo
City Attorney

Jonathan Arguello
Police Chief

Brittney Frye
Human Resources Director

Howard Young
Public Works Director

Roya Gonzalez
Strategic Initiatives Manager

Neetu Salwan
City Clerk

Lenka Hovorka
Assistant City Manager

Steven Turner
Community Development Director

Krysten Lee
Finance Director

Edwin Miranda
Chief Information Officer/Information Technology Director

Ryan Nishimoto
Alameda County Fire Department Deputy Chief

Alicia Day
Recreation and Community Services Director

Colleen Lettire
Communications and Public Engagement Manager

STAFF REPORT

Item B. 1.

DATE	09/24/2026
TO	Honorable Mayor and City Council Members
FROM	Neetu Salwan, City Clerk
SUBJECT	Proclaiming National CERT Week

National CERT Week is held annually on the third week of September in conjunction with National Preparedness Month. In 2026, National CERT Week will be held September 20-26. A proclamation has been prepared and Emergency Services Coordinator Richard Martinez and members of CERT will be at the meeting to accept it.

Attachments

Attachment 1: Proclamation No. 1991

PROCLAMATION NO. 1991

NATIONAL CERT WEEK

WHEREAS, communities across the nation are strengthened when individuals are prepared, connected, and empowered to take an active role in emergency preparedness, response, and recovery; and

WHEREAS, the Community Emergency Response Team (CERT) program was established in 1986 to educate and train community members in disaster preparedness, basic response skills, and ways to support their communities during emergencies; and

WHEREAS, City of Newark CERT program was established in 2009; and

WHEREAS, City of Newark recognizes the invaluable contributions of City of Newark CERT volunteers and supports efforts to expand emergency preparedness, increase community engagement, and ensure that the City of Newark CERT mission continues for generations to come; and

WHEREAS, City of Newark CERT program represents the enduring spirit of volunteerism and demonstrates that community resilience begins with individuals who are willing to learn, lead, and support one another before, during, and after disasters; and

WHEREAS, CERT volunteers dedicate 470 hours this year to training, emergency response support, exercises, public education, and community service, providing a valuable resource to the City of Newark; and

WHEREAS, National CERT Week provides an opportunity to recognize the service and accomplishments of CERT volunteers, highlight the important role of community-based preparedness, promote training, and volunteer opportunities, and encourage residents to become more prepared for emergencies; and

WHEREAS, the theme of National CERT Week 2026, “Carrying the Torch 40 Years & Beyond,” honors the legacy of those who built and strengthened the CERT program over the past four decades while inspiring the next generation of volunteers to continue advancing preparedness, resilience, and community service; and

NOW, THEREFORE, I, Michael K. Hannon, Mayor of City of Newark, do hereby proclaim September 20–26, 2026, as

NATIONAL CERT WEEK

in City of Newark and encourage all residents to recognize the accomplishments of CERT volunteers, participate in emergency preparedness activities, and learn how they can contribute to building safer, stronger, and more resilient communities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of City of Newark to be affixed this Twenty-fourth Day of September, Two Thousand Twenty-six.

MICHAEL K. HANNON
Mayor

STAFF REPORT

Item B. 2.

DATE	09/24/2026
TO	Honorable Mayor and City Council Members
FROM	Neetu Salwan, City Clerk
SUBJECT	Proclaiming September as National Preparedness Month

National Preparedness Month is an observance each September to raise awareness about the importance of preparing for disasters and emergencies that could happen at any time. Emergency Services Coordinator Richard Martinez and members of the Community Emergency Response Team will be at the meeting to accept the proclamation.

Attachments

Attachment 1 - Proclamation No. 1992

PROCLAMATION NO. 1992

NATIONAL PREPAREDNESS MONTH

WHEREAS, National Preparedness Month has been observed each September since 2004, encouraging individuals, families, businesses, and communities to take proactive steps to prepare for emergencies such as natural disasters, public health crises, and man-made incidents; and

WHEREAS, the California Legislature officially designated September 2025 as California Emergency Preparedness Month by way of Senate Concurrent Resolution 97 (SCR 97), recognizing the importance of readiness and resilience statewide; and

WHEREAS, the City of Newark maintains a robust Emergency Operations Plan and would activate its Emergency Operations Center (EOC) in times of large-scale disaster to coordinate response and recovery efforts for the safety of all residents; and

WHEREAS, Community Emergency Response Teams (CERT) provide vital training in skills such as light search and rescue, basic fire suppression, disaster preparedness, and assembling essential emergency kits—empowering residents to act effectively in the critical early hours after a disaster; and

WHEREAS, this proclamation aligns with the City's ongoing commitment to fostering community resilience and encouraging active participation in preparedness efforts.

NOW, THEREFORE, I, Michael K. Hannon, Mayor of the City of Newark, California, do hereby proclaim the month of September 2026 as:

NATIONAL PREPAREDNESS MONTH

in Newark and encourage everyone to recognize the importance of preparedness and work together to enhance our resilience and readiness.

IN WITNESS THEREOF, I have hereunto set forth my hand and caused the Official Seal of the City of Newark, State of California, to be affixed this Twenty-fourth Day of September, Two Thousand Twenty-six.

MICHAEL K. HANNON
Mayor

STAFF REPORT

Item D. 1.

DATE	09/24/2026
TO	Honorable Mayor and City Council Members
FROM	Bengil Ranillo, Accounting Assistant II
SUBJECT	Approval of Audited Demands

Attachments

Attachment 1: Audited Demands 08.27.26

Attachment 2: Audited Demands 09.03.26

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 08/27/2026

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE						
Check	08/27/2026	17772	Accounts Payable	4LEAF INC		200,259.65

Invoice	Date	Description	Check Sort Code	Amount
J1118A68_Rev	04/07/2026	BI FIELD INSPECTION AND RELATED PROFESSIONAL SERVICES 02/26		27,420.27
J1118A69	03/31/2026	BI FIELD INSPECTION AND RELATED PROFESSIONAL SERVICES 03/26		27,439.64
J1118A73	07/15/2026	BI FIELD INSPECTION AND RELATED PROFESSIONAL SERVICES 06/26		46,401.18
J0570-26A	03/18/2026	BI FIELD INSPECTION AND RELATED PROFESSIONAL SVCS (QUANTA) 02/26		44,552.90
J1118A72	06/23/2026	BI FIELD INSPECTION AND RELATED PROFESSIONAL SERVICES 05/26		21,693.06
J1118A70	04/30/2026	BI FIELD INSPECTION AND RELATED PROFESSIONAL SERVICES 04/26		22,682.60
J4450A	04/17/2026	BI FIELD INSPECTION AND RELATED PROFESSIONAL SVCS (QUANTA) 03/26		10,070.00

Check	08/27/2026	17773	Accounts Payable	ABBE & ASSOCIATES LLC		3,000.00

Invoice	Date	Description	Check Sort Code	Amount
N-31	06/23/2026	ASSIST NEWARK DAYS, SPRING/FALL CLEAN UP DAY THRU 05/31/26		3,000.00

Check	08/27/2026	17774	Accounts Payable	ADAMSON POLICE PRODUCTS		8,003.69

Invoice	Date	Description	Check Sort Code	Amount
INV430038	02/27/2025	WASH AND WEAR SHIRT		42.09
INV366185	11/16/2021	ACCESSORIES		5,330.08
INV406377	12/05/2023	UNIFORMS AND ACCESSORIES - BERLANGA		555.42
INV406380	12/05/2023	UNIFORM AND ACCESSORIES - MORA		546.48
INV407931	01/08/2024	UNIFORM AND ACCESSORIES - MORA		155.03
INV408072	01/09/2024	UNIFORM - MORA		77.53
INV408194	01/11/2024	PATCHES FOR 2 SHIRTS		11.00
INV409966	02/13/2024	UNIFORM AND ACCESSORIES - MORA		287.90
INV410326	02/21/2024	UNIFORM AND ACCESSORIES - CLEMENT		28.77
INV410758	02/29/2024	UNIFORM AND ACCESSORIES - DIAZ PEREZ		84.17
INV411994	03/25/2024	UNIFORM - CLEMENT		71.92
INV412811	04/09/2024	UNIFORM - SHAFFER		72.00
INV329739	06/30/2020	UNIFORM - GARCIA		741.30

Check	08/27/2026	17775	Accounts Payable	HEALTH AND HUMAN RESOURCE CENTER, INC		266.22

Invoice	Date	Description	Check Sort Code	Amount
E0374734	08/04/2026	EMPLOYEE ASSISTANT PROGRAM (EAP) - SEPTEMBER 2026		266.22

Check	08/27/2026	17776	Accounts Payable	ALAMEDA COUNTY FIRE DEPARTMENT		1,286,564.58

	Invoice	Date	Description	Check Sort Code	Amount
	2026-27-021	08/01/2026	CONTRACT FIRE SERVICES - 08/26		1,286,564.58
Check	08/27/2026	17777 Accounts Payable	AQUATICS BY ARMANDO		3,150.00
	Invoice	Date	Description	Check Sort Code	Amount
	8082026	08/08/2026	CERTIFIED POOL OPERATOR COURSE 08/08/26		3,150.00
Check	08/27/2026	17778 Accounts Payable	ARROWHEAD FORENSICS		104.47
	Invoice	Date	Description	Check Sort Code	Amount
	194543	07/07/2026	EVIDENCE SUPPLIES		104.47
Check	08/27/2026	17779 Accounts Payable	BLAISDELL'S BUSINESS PRODUCTS		547.54
	Invoice	Date	Description	Check Sort Code	Amount
	JULY 26	08/01/2026	OFFICE SUPPLIES 07/07-07/27/26 (APS #27-2)		547.54
Check	08/27/2026	17780 Accounts Payable	BOUND TREE MEDICAL, LLC		1,763.02
	Invoice	Date	Description	Check Sort Code	Amount
	86304002	08/04/2026	LATEX GLOVES		1,763.02
Check	08/27/2026	17781 Accounts Payable	CALIFORNIA BUILDING STANDARDS COMMISSION		1,113.30
	Invoice	Date	Description	Check Sort Code	Amount
	0101-033126	08/25/2026	BUILDING STANDARDS FEES - JAN TO MAR 2026		1,113.30
Check	08/27/2026	17782 Accounts Payable	CALIFORNIA BUILDING STANDARDS COMMISSION		1,000.80
	Invoice	Date	Description	Check Sort Code	Amount
	0401-063026	08/25/2026	BUILDING STANDARDS FEES - APR TO JUN 2026		1,000.80
Check	08/27/2026	17783 Accounts Payable	CALIFORNIA BUILDING STANDARDS COMMISSION		1,380.60
	Invoice	Date	Description	Check Sort Code	Amount
	1001-123125	08/25/2026	BUILDING STANDARDS FEES - OCT TO DEC 2025		1,380.60
Check	08/27/2026	17784 Accounts Payable	STATE DISBURSEMENT UNIT		384.00
	Invoice	Date	Description	Check Sort Code	Amount
	PPE 8.15.26	08/20/2026	GARNISH - 8/2/26-8/15/26 - CASE 200000002128365		384.00
Check	08/27/2026	17785 Accounts Payable	CEIA USA, LTD		64,827.81
	Invoice	Date	Description	Check Sort Code	Amount
	102666	08/20/2026	POLICE EVENT WALK-THROUGH METAL DETECTOR PER QUOTE 076139		64,827.81
Check	08/27/2026	17786 Accounts Payable	CHRISP COMPANY		11,225.00
	Invoice	Date	Description	Check Sort Code	Amount
	39563	06/24/2026	2025 PAVEMENT MARKINGS IMPROVEMENTS 06/01-06/20/26		14,250.00
	40188	08/19/2026	2025 PAVEMENT MARKINGS IMPROVEMENTS CR MEMO 04/24/26		(3,025.00)
Check	08/27/2026	17787 Accounts Payable	MICHAEL COHEN		165.00
	Invoice	Date	Description	Check Sort Code	Amount
	08052026-GENERAL	08/05/2026	SM BUS SUPPORT - MEETING WITH YADAR 6/26		165.00
Check	08/27/2026	17788 Accounts Payable	COMCAST BUSINESS		1,557.28
	Invoice	Date	Description	Check Sort Code	Amount

	278285546	08/01/2026	CALNET ACCT 963534957 | 07/01-07/31/26		414.42
	278285604	08/01/2026	CALNET ACCT 932687073 | 07/01-07/31/26		1,142.86
Check	08/27/2026	17789 Accounts Payable	CORELOGIC SOLUTIONS, LLC		231.75
	Invoice	Date	Description	Check Sort Code	Amount
	30888581	07/31/2026	INVESTIGATIVE REAL ESTATE INFO RESEARCH - SVCS THRU 07/31/26		231.75
Check	08/27/2026	17790 Accounts Payable	CSW I ST2		34,545.29
	Invoice	Date	Description	Check Sort Code	Amount
	2607092	06/30/2026	DESIGN SERVICES FOR OLD TOWN STREETSCAPE IMPROVEMENTS 06/26		21,952.54
	2606112	06/30/2026	DESIGN SERVICES FOR OLD TOWN STREETSCAPE IMPROVEMENTS 05/26		12,592.75
Check	08/27/2026	17791 Accounts Payable	GLORIA DEL ROSARIO		71.24
	Invoice	Date	Description	Check Sort Code	Amount
	051826EXP	06/30/2026	DINNER FOR STAFF WORKING LATE ON BUDGET 05/18/26		71.24
Check	08/27/2026	17792 Accounts Payable	DESTINY SOFTWARE, INC.		6,863.00
	Invoice	Date	Description	Check Sort Code	Amount
	5562	08/01/2026	AGENDAQUICK ANNUAL RENEWAL 09/01/26-08/31/27 + EXCESS STORAGE		6,863.00
Check	08/27/2026	17793 Accounts Payable	BIKE EAST BAY		2,500.00
	Invoice	Date	Description	Check Sort Code	Amount
	BTWD2026CON	03/06/2026	BIKE TO WHEREVER DAY BRONZE SPONSORSHIP 2026		2,500.00
Check	08/27/2026	17794 Accounts Payable	EAST BAY LAWN MOWER		2,573.79
	Invoice	Date	Description	Check Sort Code	Amount
	45914	08/07/2026	RECOIL REPAN, REPLACE PAWLS, SERVICE ENGINE 08/07/26		193.38
	45943	08/07/2026	INSPECT AND REPAIR 08/07/26		161.36
	45930	08/07/2026	REBUILD AND TEST 08/07/26		397.70
	45924	08/03/2026	HANDLE KIT		57.39
	45923	08/03/2026	TRIMMERS		1,763.96
Check	08/27/2026	17795 Accounts Payable	ECHO HOUSING		3,027.35
	Invoice	Date	Description	Check Sort Code	Amount
	01	07/22/2026	RENTAL COUNSELING SERVICES - MAY 2026		1,418.80
	02	07/22/2026	RENTAL COUNSELING SERVICES - JUNE 2026		1,608.55
Check	08/27/2026	17796 Accounts Payable	DEBTBOOK		11,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	DB2010792	07/28/2026	DEBT MANAGEMENT & LEASE AND SBITA MANAGEMENT 08/11/26-08/10/27		11,000.00
Check	08/27/2026	17797 Accounts Payable	FREMONT FORD		1,978.81
	Invoice	Date	Description	Check Sort Code	Amount
	252060	08/21/2026	COVER		85.47
	251972	08/20/2026	HOUSING, SHOCK ABSORBER, BOLT		325.96
	251860	08/18/2026	SHOCK ABSORBER		339.12
	251881	08/18/2026	LAMP ASY		1,228.26
Check	08/27/2026	17798 Accounts Payable	G BORTOLOTTO & CO INC		26,394.40

	Invoice	Date	Description	Check Sort Code	Amount
	5323	07/16/2026	2026 ANNUAL ASPHALT CONCRETE ST OVERLAY PRJ 10005 06/18-07/04/26		26,394.40
Check	08/27/2026	17799 Accounts Payable	GACHINA LANDSCAPE MANAGEMENT, INC.		29,780.60
	Invoice	Date	Description	Check Sort Code	Amount
	E 240682	08/01/2026	MAINTENANCE CONTRACT AUGUST 2026		29,780.60
Check	08/27/2026	17800 Accounts Payable	SPECTRUM CANINE		1,300.00
	Invoice	Date	Description	Check Sort Code	Amount
	0006697	08/10/2026	CANINE MAINTENANCE JULY 2026		1,300.00
Check	08/27/2026	17801 Accounts Payable	JACK JAMES TOW SERVICE, INC.		625.00
	Invoice	Date	Description	Check Sort Code	Amount
	296074	07/21/2026	HEAVY DUTY TOWING-FIRE TRUCK 241 07/14/26		625.00
Check	08/27/2026	17802 Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC		204.80
	Invoice	Date	Description	Check Sort Code	Amount
	906355463	08/15/2026	AGREEMENT 717-8255790-002 - AUG '26		204.80
Check	08/27/2026	17803 Accounts Payable	LAKESHORE LEARNING MATERIALS		17,515.18
	Invoice	Date	Description	Check Sort Code	Amount
	93874111	05/24/2026	SUPPLIES AND TOYS FOR CHILDCARE CLASS ROOMS		4,231.49
	93749803	04/26/2026	SUPPLIES AND TOYS FOR CHILDCARE CLASS ROOMS		12,763.27
	93771394	04/30/2026	SUPPLIES AND TOYS FOR CHILDCARE CLASS ROOMS		16.60
	93682409	04/12/2026	SUPPLIES AND TOYS FOR CHILDCARE CLASS ROOMS		238.06
	93714368	04/19/2026	SUPPLIES AND TOYS FOR CHILDCARE CLASS ROOMS		265.76
Check	08/27/2026	17804 Accounts Payable	LIVERMORE TOYOTA		628.20
	Invoice	Date	Description	Check Sort Code	Amount
	451922-1	08/20/2026	ARM ASSY		628.20
Check	08/27/2026	17805 Accounts Payable	LPC SERVICES, INC.		2,826.00
	Invoice	Date	Description	Check Sort Code	Amount
	88240	08/07/2026	PEST SERVICES - SILLIMAN #102710 8/7/26		1,020.00
	88238	08/07/2026	PEST SERVICES - FIRE STATION #3 102701 8/7/26		240.00
	88239	08/07/2026	PEST SERVICES - FIRE STATION #1 102707 8/7/26		275.00
	88250	08/07/2026	PEST SERVICES - VIOLA BLYTHE #102704 8/7/26		260.00
	88128	08/07/2026	PEST SERVICES - SERVICE CENTER #102702 8/7/26		185.00
	88368	08/07/2026	PEST SERVICES - CITY HALL #102699 8/7/26		175.00
	88374	08/07/2026	PEST SERVICES - LIBRARY #116524 8/7/26		175.00
	88371	08/07/2026	PEST SERVICES - PD #104419 8/7/26		181.00
	88273	08/07/2026	PEST SERVICES - FIRE STATION #2 #102709 8/7/26		220.00
	88274	08/07/2026	PEST SERVICES - COMMUNITY CENTER #102700 8/7/26		95.00
Check	08/27/2026	17806 Accounts Payable	LYNN PEAVEY COMPANY		367.27
	Invoice	Date	Description	Check Sort Code	Amount
	429064	08/06/2026	EV RED STD		367.27
Check	08/27/2026	17807 Accounts Payable	LYNX TECHNOLOGIES INC		600.00
	Invoice	Date	Description	Check Sort Code	Amount

	10707		08/04/2026	GIS PROFESSIONAL SERVICES JULY 2027		600.00
Check	08/27/2026	17808	Accounts Payable	MANUEL FERNANDEZ CONSTRUCTION		13,941.08
	Invoice		Date	Description	Check Sort Code	Amount
	2020386		06/16/2026	PD PRESSURE TREATED DECKING 06/16/26		4,243.79
	2020381		06/04/2026	PD CONCRETE SLAB 06/04/26		9,697.29
Check	08/27/2026	17809	Accounts Payable	MILLER MANAGEMENT & CONSULTING GROUP		9,884.76
	Invoice		Date	Description	Check Sort Code	Amount
	202-0808-01		08/08/2026	ADVANCED COMMUNICATIONS/SUCCESS SIGNALS TRAINING - 08/08/26		9,884.76
Check	08/27/2026	17810	Accounts Payable	BIG O TIRES #175		852.87
	Invoice		Date	Description	Check Sort Code	Amount
	005175-189762		08/20/2026	DIAGNOSIS CHECK ENGINE LIGHT 2007 DURANGO 08/07/26		205.61
	005175-189077		07/20/2026	INSTALLATION SERVICE 07/20/26		522.26
	005175-190448		08/20/2026	ALIGNMENT VEH 27 08/20/26		125.00
Check	08/27/2026	17811	Accounts Payable	KIDZ LOVE SOCCER		14,890.80
	Invoice		Date	Description	Check Sort Code	Amount
	061226-07172026		07/20/2026	KIDZ LOVE SOCCER CLASSES 06/12-07/17/26		5,545.20
	060726-07122026		07/20/2026	KIDZ LOVE SOCCER CLASSES 06/07-07/12/26		3,519.00
	073126-8142026		08/18/2026	KIDZ LOVE SOCCER CLASSES 07/31-08/14/26		3,049.20
	071926-08092026		08/18/2026	KIDZ LOVE SOCCER CLASSES 07/19-08/09/26		2,777.40
Check	08/27/2026	17812	Accounts Payable	CESAR NUCUM		120.00
	Invoice		Date	Description	Check Sort Code	Amount
	0826		08/19/2026	TRANSLATION TO TAGALOG 08/12/26		120.00
Check	08/27/2026	17813	Accounts Payable	AT&T		5,935.38
	Invoice		Date	Description	Check Sort Code	Amount
	000025619777		08/01/2026	BAN 9391056598 - 07/01-07/31/26		878.52
	000025625582		08/01/2026	BAN 9391083983 - 07/01-07/31/26		5,056.86
Check	08/27/2026	17814	Accounts Payable	PACIFIC GAS & ELECTRIC		84,035.51
	Invoice		Date	Description	Check Sort Code	Amount
	7578-072426		07/24/2026	CITYWIDE ELECTRICITY 03/05-04/02/26		2,791.88
	7578-071326		07/13/2026	CITYWIDE ELECTRICITY 06/03-07/01/26		81,243.63
Check	08/27/2026	17815	Accounts Payable	PACIFIC OFFICE AUTOMATION		0.68
	Invoice		Date	Description	Check Sort Code	Amount
	AR00615256		07/23/2026	NRC EQUIPMENT USAGE 06/23-07/22/26		0.68
Check	08/27/2026	17816	Accounts Payable	PC SOLUTIONS & INTEGRATION, INC.		350,341.87
	Invoice		Date	Description	Check Sort Code	Amount
	388591		08/01/2026	CORE NETWORK EQUIPMENT REPLACEMENT PROJECT 08/01/26		350,341.87
Check	08/27/2026	17817	Accounts Payable	PLAN JPA		32,190.60
	Invoice		Date	Description	Check Sort Code	Amount
	PLAN-0706		08/04/2026	GENERAL LIABILITY CLAIMS - JULY 2026		32,190.60
Check	08/27/2026	17818	Accounts Payable	RAFTELIS		260.00

	Invoice	Date	Description	Check Sort Code	Amount
	46265	06/09/2026	EXECUTIVE COACHING SERVICES - ROYA 05/01/26-05/31/26		260.00
Check	08/27/2026	17819 Accounts Payable	RAYMUNDO RUIZ		341.76
	Invoice	Date	Description	Check Sort Code	Amount
	072726EXP	07/27/2026	BOOT REIMBURSEMENT-RAYMUNDO RUIZ 07/27/26		341.76
Check	08/27/2026	17820 Accounts Payable	YORK RISK SERVICE GROUP, INC. A SEDGWICK COMPANY		3,852.50
	Invoice	Date	Description	Check Sort Code	Amount
	400000308054	08/01/2026	WORKERS COMPENSATION ADMIN FEES - 08/01/26-08/31/26		3,852.50
Check	08/27/2026	17821 Accounts Payable	TIREHUB, LLC		2,590.24
	Invoice	Date	Description	Check Sort Code	Amount
	57168419	03/11/2026	TIRES-GY ENDURANCE RSA		2,590.24
Check	08/27/2026	17822 Accounts Payable	ANGELA TSUI		4,448.16
	Invoice	Date	Description	Check Sort Code	Amount
	1020-102325EXP	10/23/2025	ADV CPTED TRAVEL, HOTEL, & MEALS 10/20-10/23/25		375.04
	0904-092525EXP	09/25/2025	CAREA PANEL, SVEDA MEETING, CPTED EXPENSES 09/04-09/25/25		2,014.06
	0323-032526EXP	03/23/2026	ICSC MONTEREY DRIVE & HOTEL 03/23-03/25/26		892.18
	0401-041526EXP	04/15/2026	SF BUS TIMES/HOUSING THE BAY/DRY CLEAN 04/01-04/15/26		119.70
	0516-052026EXP	05/20/2026	ICSC LAS VEGAS TRAVEL, HOTEL, & MEALS 05/16-05/20/26		1,047.18
Check	08/27/2026	17823 Accounts Payable	ULINE		13,950.96
	Invoice	Date	Description	Check Sort Code	Amount
	208287497	05/19/2026	FURNITURE FOR NEWARK RESOURCE CENTER		12,001.76
	208287496	05/19/2026	CHAIRS FOR NEWARK RESOURCE CENTER		1,949.20
Check	08/27/2026	17824 Accounts Payable	UNITED STATES POSTMASTER		18,000.00
	Invoice	Date	Description	Check Sort Code	Amount
	BULK 2027-1	08/06/2026	BULK MAILING POSTAGE FOR FY26/27		18,000.00
Check	08/27/2026	17825 Accounts Payable	VSS INTERNATIONAL, INC.		309,835.95
	Invoice	Date	Description	Check Sort Code	Amount
	20020946	07/09/2026	25-080 CA NEWARK 2025 STREET SLURRY SEAL PROG CIPA10006 06/30/26		309,835.95
Check	08/27/2026	17826 Accounts Payable	WASHINGTON HEALTH		125.00
	Invoice	Date	Description	Check Sort Code	Amount
	0726-NPD-LB	08/03/2026	LAB TESTS JULY 2026		125.00
Check	08/27/2026	17827 Accounts Payable	DAILY JOURNAL CORPORATION		1,382.50
	Invoice	Date	Description	Check Sort Code	Amount
	B4030343	04/21/2026	BID NOTICE - CIPA10005.FY2026 04/07-04/21/26		491.25
	B4041611	05/20/2026	BID NOTICE - CIPA10005.FY2026 PHASE 2 05/12-05/19/26		300.00
	B4050149	06/09/2026	NOTICE OF HEARING - HICKORY TO GATEWAY CIP 06/09/26		33.75
	B4050152	06/09/2026	NOTICE OF HEARING - LAKESHORE PARK NEW INTERIM RESTROOM 06/09/26		36.25
	B4050154	06/09/2026	NOTICE OF HEARING - THORTON AVE OVERLAY PHASE 1 06/09/26		35.00
	B4050153	06/09/2026	NOTICE OF HEARING - 2026-2031 CIP 06/09/26		33.75
	B4056307	07/07/2026	NOTICE OF HEARING - NEWARK ROOF REPLACEMENT PRJ 06/30/26		452.50

Check	08/27/2026	17828	Accounts Payable	GANGULY , SANJIB D		1,000.00

Invoice	Date	Description	Check Sort Code	Amount
2027-00000156	08/18/2026	SPECIAL EVENT PERMIT SECURITY DEPOSIT REFUND		1,000.00

Check	08/27/2026	17829	Accounts Payable	HONGKONGER COMMUNITY CENTER FOUNDATION		1,000.00

Invoice	Date	Description	Check Sort Code	Amount
2027-00000227	08/18/2026	SPECIAL EVENT PERMIT SECURITY DEPOSIT REFUND		1,000.00

Check	08/27/2026	17830	Accounts Payable	ROBSON HOMES LLC		264,361.12

Invoice	Date	Description	Check Sort Code	Amount
P2021-002TIF-001	05/28/2026	TRACT 8583 TIF CREDIT FOR TRAFFIC SIG IMPROVE- APPROVED 05282026		264,361.12

Check	08/27/2026	17831	Accounts Payable	ROBSON HOMES LLC		26,344.59

Invoice	Date	Description	Check Sort Code	Amount
P2021-002TIF-002	08/25/2026	TRACT 8583 TIF CREDIT FOR TRAFFIC SIG IMPROVE- APPROVED 05282026		26,344.59

Check	08/27/2026	17832	Accounts Payable	SAINTS & SINNERS MC		1,000.00

Invoice	Date	Description	Check Sort Code	Amount
2027-00000187	08/18/2026	SPECIAL EVENT PERMIT SECURITY DEPOSIT REFUND		1,000.00

EFT	08/27/2026	2157	Accounts Payable	GOOD CITY COMPANY	322271627 / 925368216	62,482.50

Invoice	Date	Description	Check Sort Code	Amount
4683	04/10/2026	OBJECTIVE DESIGN STANDARDS - TASK ORD #2, AMEND #2 - 03/26		19,147.50
4726	05/11/2026	OBJECTIVE DESIGN STANDARDS - TASK ORD #2, AMEND #2 - 04/26		14,142.50
4768	06/10/2026	OBJECTIVE DESIGN STANDARDS - TASK ORD #2, AMEND #2 - 05/26		14,372.50
4826	07/10/2026	OBJECTIVE DESIGN STANDARDS - TASK ORD #2, AMEND #2 - 06/26		14,820.00

EFT	08/27/2026	2158	Accounts Payable	METROPOLITAN PLANNING GROUP	121143626 / 140056375	5,647.50

Invoice	Date	Description	Check Sort Code	Amount
2005825	07/22/2026	STAFFING SVCS - MISSING MIDDLE HOUSING - SVCS THRU 06/30/26		5,647.50

AP ZBA ACCOUNTS PAYABLE Totals:		Transactions: 63	$2,957,161.97

Checks:	61	$2,889,031.97
EFTs:	2	$68,130.00

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 09/03/2026

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE						
Check	09/03/2026	17833	Accounts Payable	NEVERIA COSTA ALEGRE		600.00
	Invoice		Date	Description	Check Sort Code	Amount
	SEP92026		08/19/2026	WELLNESS FAIR GREEN JUICE/BEET JUICE		600.00
Check	09/03/2026	17834	Accounts Payable	AMERICAN LANGUAGE SERVICES		700.00
	Invoice		Date	Description	Check Sort Code	Amount
	95336		07/23/2026	ASL INTERPRETER FOR COUNCIL MEETING 7/23/26		700.00
Check	09/03/2026	17835	Accounts Payable	ARROWHEAD FORENSICS		111.03
	Invoice		Date	Description	Check Sort Code	Amount
	196029		08/13/2026	EVIDENCE SUPPLIES		111.03
Check	09/03/2026	17836	Accounts Payable	COMMUNITY PLANNING COLLABORATIVE		10,875.00
	Invoice		Date	Description	Check Sort Code	Amount
	2242		08/13/2026	NEWARK OPEN SPACE SVCS THRU JULY 2026		10,875.00
Check	09/03/2026	17837	Accounts Payable	GUSTAVO CHATA		806.00
	Invoice		Date	Description	Check Sort Code	Amount
	0701-07292026		08/05/2026	TENNIS LESSONS/INSTRUCTOR SERVICES 07/01-07/31/26		806.00
Check	09/03/2026	17838	Accounts Payable	CHESS WIZZARDS INC		2,860.50
	Invoice		Date	Description	Check Sort Code	Amount
	0713-07172026		07/20/2026	CHESS CLASSES FOR CAMP 07/13-07/17/26		2,860.50
Check	09/03/2026	17839	Accounts Payable	ALAMEDA COUNTY		1,392.00
	Invoice		Date	Description	Check Sort Code	Amount
	IN00409108		08/11/2026	SB1383 EDIBLE FOOD RECOVERY INSPECTION SVCS 01/01-06/30/26		1,392.00
Check	09/03/2026	17840	Accounts Payable	COVINO SMITH & SIMON, INC.		3,400.00
	Invoice		Date	Description	Check Sort Code	Amount
	#07-2026		07/25/2026	PROFESSIONAL FEDERAL AFFAIRS ASSISTANCE JULY 2026		1,700.00
	#08-2026		08/25/2026	PROFESSIONAL FEDERAL AFFAIRS ASSISTANCE AUGUST 2026		1,700.00
Check	09/03/2026	17841	Accounts Payable	CYRACOM INTERNATIONAL, INC		309.37
	Invoice		Date	Description	Check Sort Code	Amount
	SUMINV0833140726		07/31/2026	LANGUAGE TRANSLATION SERVICES - JUL '26		309.37
Check	09/03/2026	17842	Accounts Payable	JARVIS SHELL		27,752.78

	Invoice	Date	Description	Check Sort Code	Amount
	00015	07/10/2026	GASOLINE AND CAR WASH 06/29-07/11/26		14,261.33
	00017	08/21/2026	GASOLINE AND CAR WASH 07/31-08/21/26		13,491.45
Check	09/03/2026	17843 Accounts Payable	DOMESTIC TRUCK DRIVING SCHOOL		4,300.00
	Invoice	Date	Description	Check Sort Code	Amount
	1207	08/10/2026	CDL TRAINING CLASS A - ALEJANDRO VELAZQUEZ		4,300.00
Check	09/03/2026	17844 Accounts Payable	EWING IRRIGATION PRODUCTS INC.		5,424.55
	Invoice	Date	Description	Check Sort Code	Amount
	31642232	08/21/2026	DECODER		2,545.69
	31642166	08/21/2026	CARSON AND SPEARS		326.88
	31716453	08/27/2026	EMPRO 50LB KING TALL FESCUE-DELIVERY		2,551.98
Check	09/03/2026	17845 Accounts Payable	ROBERT FERGUSON		754.20
	Invoice	Date	Description	Check Sort Code	Amount
	0629-07032026	06/30/2026	SKATEBOARDING CONTRACT CLASSES/LESSONS 06/29-07/03/26		754.20
Check	09/03/2026	17846 Accounts Payable	FRANK BONETTI PLUMBING INC		301.50
	Invoice	Date	Description	Check Sort Code	Amount
	54398	08/12/2026	ASH RESTROOM DRAIN BACKUP 08/03/26		301.50
Check	09/03/2026	17847 Accounts Payable	FREMONT FORD		695.91
	Invoice	Date	Description	Check Sort Code	Amount
	252061	08/24/2026	BOLT, HUB ASY, NUT		695.91
Check	09/03/2026	17848 Accounts Payable	GACHINA LANDSCAPE MANAGEMENT, INC.		5,168.00
	Invoice	Date	Description	Check Sort Code	Amount
	E 241545	08/27/2026	REPAIR DRIP SYSTEM FROM SOLAR PANEL INSTALLATION 08/27/26		5,168.00
Check	09/03/2026	17849 Accounts Payable	GHD INC.		6,745.25
	Invoice	Date	Description	Check Sort Code	Amount
	380-0095609	08/04/2026	SPEED LIMIT & TRAFFIC STUDY PROFESSIONAL SERVICES THRU 08/01/26		6,745.25
Check	09/03/2026	17850 Accounts Payable	GRAINGER		133.09
	Invoice	Date	Description	Check Sort Code	Amount
	9058911596	08/31/2026	HOSE BIBB, ELBOW, HOSE HANGER		133.09
Check	09/03/2026	17851 Accounts Payable	GYM DOCTORS		260.89
	Invoice	Date	Description	Check Sort Code	Amount
	00182151	07/09/2026	MAINTENANCE AND REPAIR SERVICES TO GYM @SILLIMAN 07/08/26		260.89
Check	09/03/2026	17852 Accounts Payable	YAMA HOMAYOUN		206.25
	Invoice	Date	Description	Check Sort Code	Amount
	0811-081326EXP	08/21/2026	2026 CALFIA CONFERENCE 08/11-08/13/26		206.25
Check	09/03/2026	17853 Accounts Payable	HIROSHI ICHIMURA		2,134.20
	Invoice	Date	Description	Check Sort Code	Amount
	060626-7182026	07/20/2026	KENDO CLASSES 06/06-07/18/26		2,134.20
Check	09/03/2026	17854 Accounts Payable	IDN WILCO		950.18

	Invoice	Date	Description	Check Sort Code	Amount
	11163094-00	08/06/2026	MORTISE LOCK		118.21
	11163094-01	08/11/2026	SPRING AND MORTISE LOCK		21.34
	11163094-02	08/20/2026	MORTISE LOCK		810.63
Check	09/03/2026	17855 Accounts Payable	INDUSTRIAL PLUMBING SUPPLY, LLC.		77.99
	Invoice	Date	Description	Check Sort Code	Amount
	132701	08/13/2026	BOTTLE & CAP		77.99
Check	09/03/2026	17856 Accounts Payable	THE THEATRE FACTORY		4,854.60
	Invoice	Date	Description	Check Sort Code	Amount
	072026-07312026	08/05/2026	THEATER FACTORY CLASSES 7/20-7/31/26		4,854.60
Check	09/03/2026	17857 Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC		2,427.15
	Invoice	Date	Description	Check Sort Code	Amount
	55Y1619664	08/14/2026	COPIER LEASE YEAR 5 OF 5 - OVERAGES 07/21-08/20/26		2,427.15
Check	09/03/2026	17858 Accounts Payable	HERITAGE POOL SUPPLY GROUP, INC		923.66
	Invoice	Date	Description	Check Sort Code	Amount
	317254	08/06/2026	CARBON DIOXIDE REFILL 07/31/26		501.95
	314175	07/13/2026	CARBON DIOXIDE REFILL 07/02/26		421.71
Check	09/03/2026	17859 Accounts Payable	LEHR UPFITTERS OPCO LLC		55.28
	Invoice	Date	Description	Check Sort Code	Amount
	SI135450	08/11/2026	K9 GAS SPRING		55.28
Check	09/03/2026	17860 Accounts Payable	LPC SERVICES, INC.		267.00
	Invoice	Date	Description	Check Sort Code	Amount
	88333	08/14/2026	PEST SERVICES - CITY HALL #102699 8/14/26		267.00
Check	09/03/2026	17861 Accounts Payable	LYNN PEAVEY COMPANY		132.47
	Invoice	Date	Description	Check Sort Code	Amount
	429381	08/14/2026	HAND GUN 20/PK		132.47
Check	09/03/2026	17862 Accounts Payable	MFCP INC		562.51
	Invoice	Date	Description	Check Sort Code	Amount
	9893504	08/11/2026	PROTEC WRAP, RING KIT		85.47
	9893517	08/11/2026	CUSTOM HOSES		477.04
Check	09/03/2026	17863 Accounts Payable	NEWARK VALERO #7117		6,359.18
	Invoice	Date	Description	Check Sort Code	Amount
	0728-082426	08/25/2026	VALERO FUEL 07/28-08/24/26		6,359.18
Check	09/03/2026	17864 Accounts Payable	O'REILLY AUTO PARTS		144.28
	Invoice	Date	Description	Check Sort Code	Amount
	3464-200672	08/27/2026	HOSE, HEATER CONNECTION		84.51
	3464-200431	08/25/2026	FILLER HOSE & FUEL HOSE		59.77
Check	09/03/2026	17865 Accounts Payable	PACIFIC GAS & ELECTRIC		18,226.19
	Invoice	Date	Description	Check Sort Code	Amount
	7786-081926	08/19/2026	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 07/15-08/13/26		15,063.53

	7460-081326	08/13/2026	ANNUAL ELECTRICITY FOR STREET/TRAFFIC LIGHTS 06/25-07/23/26			3,162.66
Check	09/03/2026	17866 Accounts Payable	PEAK SOFTWARE SYSTEMS, INC			6,478.00
	Invoice	Date	Description		Check Sort Code	Amount
	030069	07/01/2026	SPORTSMAN SOFTWARE SUBSCRIPTION FY27			6,478.00
Check	09/03/2026	17867 Accounts Payable	PET BENEFIT SOLUTION			60.50
	Invoice	Date	Description		Check Sort Code	Amount
	263589	08/26/2026	TOTAL PET PLAN - AUGUST 2026 PREMIUMS			60.50
Check	09/03/2026	17868 Accounts Payable	DARRYL REINA			3,855.00
	Invoice	Date	Description		Check Sort Code	Amount
	0713-07162026	07/20/2026	COUGAR GIRLS BASKETBALL CAMP 07/13-07/16/26			3,855.00
Check	09/03/2026	17869 Accounts Payable	KIS			6,555.00
	Invoice	Date	Description		Check Sort Code	Amount
	91771	08/06/2026	KIS LABOR BLOCK 08/06/26			6,555.00
Check	09/03/2026	17870 Accounts Payable	ANGELA TSUI			399.51
	Invoice	Date	Description		Check Sort Code	Amount
	0910-091925EXP	09/19/2025	LUNCH MEETING, EB START UP WORLD CUP, CPTED 09/10-09/19/25			399.51
Check	09/03/2026	17871 Accounts Payable	TURF STAR, INC.			1,545.91
	Invoice	Date	Description		Check Sort Code	Amount
	INV171132	08/10/2026	BLADE KIT			543.83
	INV171614	08/12/2026	PREMIUM ALL SEASON HYD FLUID			1,002.08
Check	09/03/2026	17872 Accounts Payable	VISTA UNIVERSAL INC			2,727.14
	Invoice	Date	Description		Check Sort Code	Amount
	T524448	08/20/2026	REPLACE LIGHT BULB-ASH STREET PARK 08/19/26			647.09
	T524469	08/20/2026	REPLACE LIGHT BULB-MAYHEWS LANDING PARK 08/19/26			328.20
	T524450	08/20/2026	REPLACE LIGHT BULB-SILLIMAN CTR 08/19/26			804.20
	T524449	08/20/2026	REPLACE LIGHT BULB-BIRCH GROVE PARK 08/19/26			947.65
Check	09/03/2026	17873 Accounts Payable	WEST COAST ARBORISTS INC			1,658.40
	Invoice	Date	Description		Check Sort Code	Amount
	248468	08/15/2026	STREET TREE MAINTENANCE 08/01-08/15/26			1,658.40
Check	09/03/2026	17874 Accounts Payable	ZUMAR INDUSTRIES			6,044.13
	Invoice	Date	Description		Check Sort Code	Amount
	58163	08/14/2026	SIGNS			6,044.13
Check	09/03/2026	17875 Accounts Payable	ALCORTA , JOSE			4,680.00
	Invoice	Date	Description		Check Sort Code	Amount
	RCS2026_006	08/18/2026	ROMEO RESPOSOLO RENTAL ASSIST 35457 NEWARK BLVD #B			4,680.00
Check	09/03/2026	17876 Accounts Payable	GAZELAS , NICK			100.00
	Invoice	Date	Description		Check Sort Code	Amount
	786842	08/19/2026	REISSUING AS A CHECK, FROM FIELD RENTAL			100.00
Check	09/03/2026	17877 Accounts Payable	MORENO , MARIA			1,325.00
	Invoice	Date	Description		Check Sort Code	Amount

	787294		08/25/2026	10/31/2026 CANCELLED COMMUNITY CENTER RENTAL			1,325.00
Check	09/03/2026	17878	Accounts Payable	PORTUGUESE FRATERNAL SOCIETY OF AMERICA			3,555.56
	Invoice		Date	Description		Check Sort Code	Amount
	2026-2282		08/26/2026	ENCP2026-0160 RFND			3,555.56
EFT	09/03/2026	2159	Accounts Payable	HALEY & ALDRICH, INC (ACH)	011301798 / 601014525		4,987.83
	Invoice		Date	Description		Check Sort Code	Amount
	9074498		08/12/2026	STAFF AUGMENTATION SERVICES THROUGH 06/30/26			4,987.83

AP ZBA ACCOUNTS PAYABLE Totals: Transactions: 47 $153,882.99

Checks:	46	$148,895.16
EFTs:	1	$4,987.83

STAFF REPORT

Item D. 2.

DATE	09/24/2026
TO	Honorable Mayor and City Council Members
FROM	Neetu Salwan, City Clerk
SUBJECT	Approval of September 10, 2026, City Council Minutes

Approval of the September 10, 2026, City Council Minutes for the regular meeting.

Attachments

Attachment 1: September 10, 2026, Regular Meeting Minutes

CITY OF NEWARK
CITY COUNCIL REGULAR MEETING

Council Chambers, 37101 Newark Boulevard, Newark, CA 94560 | (510) 578-4266 | E-mail: city.clerk@newarkca.gov

DRAFT MINUTES

Thursday, September 10, 2026
7:00 P.M.

A. ROLL CALL

Mayor Hannon called the meeting to order at 7:02 p.m. Vice Mayor Jorgens, Council Members Grindall, and Little were present.

Mayor Hannon announced that he would adjourn the meeting in memory of John Mathews, Newark resident.

Mayor Hannon presented a commendation to City Manger David J. Benoun in recognition of his designation as an ICMA-Credentialed Manager.

B. PRESENTATIONS

1. Proclaiming September as Childhood Cancer Awareness Month

   Mayor Hannon presented a proclamation to Angela Crawford with the Jammers Strong Foundation.

2. Proclaiming September 2026 as Hunger Action Month

   Mayor Hannon presented a proclamation President of Viola Blythe Community Services John Becker and Executive Director Linda Leu of Tri-City Volunteer.

3. Proclaiming Newark Days

   Mayor Hannon presented a proclamation to the Newark Days Committee members.

4. Introduction of employees

   Mayor Hannon introduced new employee Recreation and Community Services Director Alicia Day and announced the promotions of Senior Management Analyst Deepa Iyer and Senior Customer Service Representative Gabriela Mendes.

Mayor called for a recess at 7:49 p.m. The meeting resumed at 7:55 p.m.

C. PUBLIC COMMENT

Eric and Edward, representing STEMbridge, a local volunteer group, addressed the Council regarding their efforts to provide STEM education kits and workshops to children in the Bay Area. They requested City support to establish a permanent STEM Corner at the Newark Library for local youth.

D. CONSENT CALENDAR

No one from the audience requested to speak.

Vice Mayor Jorgens moved, Council Member Grindall seconded, to approve Consent Calendar items D.1, D2, D.3, D.4, D.5, D.6, and D.7, that the resolutions be numbered consecutively, and that reading of the titles suffice for adoption. The motion was passed 5 AYES.

1. Approval of Audited Demands

2. Approval of July 23, 2026, City Council Minutes

3. Adopt a resolution amending the Compensation and Benefits Plans for the Management, Supervisory and Professional Employee Group and the Confidential Employee Group to clarify special assignment pay provisions
   Resolution No. 11888

4. Adopt a resolution approving a Side Letter of Agreement with the Newark Police Association (NPA) regarding compensation reporting and special assignment pay
   Resolution No. 11889

5. Adopt a resolution approving a Side Letter of Agreement with the Newark Association of Miscellaneous Employees to add the Recreation Assistant classification to the memorandum of Understanding (MOU) and amending the Citywide Salary Schedule in conformance with California Code of Regulations, Title 2, Section 570.5
   Resolution No. 11890

6. Report on Administrative Actions During August Recess

7. Adopt a resolution approving the First Amendment to the Contractual Services Agreement with KBA Document Solutions, LLC, increasing the total not-to-exceed compensation from $390,000 to $500,000, and amending the 2026–2028 Biennial Budget for Fiscal Year 2026-27
   Resolution No. 11891

E. PUBLIC HEARINGS

1. Hearing to consider an Ordinance amending Title 17 (Zoning) of the Newark Municipal Code to add Chapter 17.28 (Residential and Residential Mixed-Use Design Standards) and Chapter 17.42 (Reasonable Accommodation) and amend Division II (Base and Overlay Districts) Chapter 17.17 (General Site Regulations) Chapter 17.21 (Landscaping), Chapter 17.23 (Parking and Loading), Chapter 17.34 (Design Review), Chapter 17.37 (Waivers), and Chapter 17.46 (Definitions), generally affecting development and design standards for residential and residential mixed-use development

City Manager Benoun provided introductory remarks and project background.

Senior Planner Carmelisa Lopez, Housing Policies and Programs Manager Michael Coulom, Nicholas Hamilton and Ralph Robinson from Good City Company gave the presentation. The presentation is on file with the City Clerk.

Mayor Hannon opened the public hearing.

No one from the audience requested to speak.

Mayor Hannon closed the public hearing.

The City Council asked clarifying questions and held discussion.

Vice Mayor Jorgens moved, Council Member Catancio seconded, to adopt an ordinance implementing a Zoning Text Amendment (ZTA) (Z2025-004), which would amend Title 17 (Zoning) of the Newark Municipal Code (Zoning Code) to establish Objective Design Standards (ODS) for residential and residential mixed-use projects and other revisions to implement Housing Element programs, encourage residential development, and streamline project reviews. The motion was passed 5 AYES.

Vice Mayor Jorgens announced that he would recuse himself due to a conflict of interest and left the City Council Chambers.

2. Public Hearing to consider adopting an ordinance amending the Newark Zoning Map to rezone certain property into the - BRH Overlay District

City Manager Benoun provided introductory remarks and project background.

Housing Policies and Programs Manager Michael Coulom gave the presentation. The presentation is on file with the City Clerk.

Mayor Hannon opened the public hearing.

No one from the audience requested to speak.

Mayor Hannon closed the public hearing.

The City Council asked clarifying questions and held discussion.

Council Member Grindall moved, Council Member Catancio seconded, to adopt an ordinance amending the Newark Zoning Map to include specific additional parcels in the -BRH Overlay District to comply with state law and ensure consistency among the City's code. The motion was passed by the following votes: AYES: Grindall, Catancio, Little, Hannon; RECUSED: Jorgens.

Vice Mayor Jorgens returned to the Council Chambers.

F. OTHER BUSINESS

1. Waive full reading and introduce by title only an ordinance of the City Council of the City of Newark amending Chapter 2.09 of the Newark Municipal Code ("City Councilmembers-Compensation") to increase the salaries of the Mayor and City Councilmembers

City Manager Benoun provided introductory remarks and project background.

Assistant City Manager Lenka Hovorka gave the report.

No one from the audience requested to speak.

Council Members asked clarifying questions.

Council Member Little moved, Council Member Catancio seconded, to adopt an ordinance amending Chapter 2.09 of the Newark Municipal Code ("City Councilmembers-Compensation") to increase the salaries of the Mayor and City Councilmembers by seven and one-half percent (7.5%). The motion was passed by the following votes: AYES: Catancio, Little, Jorgens, Hannon; NOES: Grindall.

G. CITY MANAGER UPDATES

City Manager Benoun announced:

1. The latest edition of the Newark News weekly newsletter is available at NewarkCA.gov/newsletters.

2. Applications for the six-week Newark Youth Leadership Academy program are now open through Friday, September 13. For more information, visit NewarkCA.gov/YouthLeadershipAcademy.

3. The Newark CERT Open House is scheduled for Saturday, September 12, from 9:00 a.m. to 12:00 p.m. at Fire Station 27. Attendees can meet the local CERT team, participate in a live HAM radio demonstration and hands-on CPR presentation, and tour the CERT trailer.

4. Newark Days 2026 is scheduled for September 17–20, celebrating Newark's 71st anniversary. For more information, visit newarkdays.org.

5. The Down Payment Assistance Loan Program is available to first-time homebuyers, with pre-applications accepted through October 15, 2026. For more information, visit HelloHousing.org/downpayment-assistance/newark.

6. The Newark Resource Center is now open at Ash Street Park. The August–October schedule is available at NewarkCA.gov/HumanServices.

7. Community members are encouraged to provide input on the future Cultural Arts Center by completing the Newark Community Cultural Arts Center Planning Survey at SurveyHero.com/c/newarkCCAC.

8. Newark was recognized for excellence in financial reporting by the Government Finance Officers Association (GFOA) for its FY 2024–25 annual financial report.

H. CITY COUNCIL MATTERS

1. Provide direction regarding staff preparation of City Council meeting minutes and approve the July 9, 2026, City Council meeting minutes

   City Manager Benoun provided introductory remarks and project background.

   Assistant City Manager Lenka Hovorka gave the report.

   No one from the audience requested to speak.

   Council Members asked clarifying questions.

Council Member Grindall moved, Council Member Little seconded, to approve July 9, 2026, meeting minutes as amended and directed staff to proceed with preparing Hybrid Action and Summary Minutes for future meeting minutes. The motion was passed 5 AYES.

City Council Reports:

Council Member Catancio reported on recent community activities, including a National Night Out ride-along with the Newark Police Department, a neighborhood potluck, the Hong Kong Festival, Relay for Life, the Recreation and Regional Parks event, and Assembly Member Alex Lee's Young Legislators Program. She also participated in the San Jose Parade and attended local community and business events, encouraging residents to shop Newark.

Council Member Little thanked the community for attending the City's first Sports, Recreation, and Wellness Fair held on August 29. She highlighted the free pop-up roller-skating event on September 12 from 2:00 to 5:00 p.m. at Ash Street Park, Newark Days parking at First Presbyterian Church benefiting Boy Scout Troop 186, the Elmwood Library book drive, and the second annual Heroes in the Community event scheduled for the first Saturday in October from 10:00 a.m. to 1:00 p.m. at the Silliman Community Activity Center.

Council Member Grindall discussed participating in the Newark 4K and noted he would attend the upcoming League of California Cities conference, where he would vote on a measure regarding local control of land use decisions. He also announced that he would participate remotely in the next Council meeting while attending the conference.

Vice Mayor Jorgens shared historical information about Newark's early fire service, noting that firefighting began in 1910 with volunteer equipment and that the City's first permanent fire station was dedicated in 1939. He noted that the community continues to celebrate Newark's fire services as part of Newark Days.

Mayor Hannon recognized a new Newark business, La La La, the Finance Department for its Government Finance Officers Association (GFOA) award, Lori Gates and Joe Stoner for their contributions to Newark Days, and the Newark Police Department for its bicycle and pedestrian safety event and DUI checkpoint. He reminded the community to follow traffic laws and recognized those who serve the public.

I. CLOSED SESSION

None.

J. ADJOURNMENT

Mayor Hannon adjourned the meeting at 9:59 p.m. in memory of John Manthews.

_____

Neetu Salwan, City Clerk

STAFF REPORT

Item D. 3.

DATE	09/24/2026
TO	Honorable Mayor and City Council Members
FROM	Lenka Hovorka, Assistant City Manager
SUBJECT	Waive further reading and adopt an ordinance amending Chapter 2.09 of the Newark Municipal Code ("City Councilmembers-Compensation") to increase the salaries of the Mayor and City Councilmembers

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The ordinance was introduced at the September 10, 2026, City Council meeting. A second reading of the ordinance is required prior to adoption.

Attachments

Attachment 1: Ordinance 568

ORDINANCE NO. 568

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING CHAPTER 2.09, CITY COUNCILMEMBERS - COMPENSATION, OF THE NEWARK MUNICIPAL CODE TO INCREASE THE SALARIES OF CITY COUNCILMEMBERS AND MAYOR BY SEVEN AND ONE-HALF PERCENT (7.5%)

WHEREAS, Chapter 2.09 ("City Councilmembers - Compensation") of the Newark Municipal Code provides for the payment of salaries and benefits to Newark City Councilmembers and the Mayor; and

WHEREAS, Newark Municipal Code section 2.09.010 establishes a Councilmember salary of one thousand four hundred fifty-three dollars ($1,453) per month; and

WHEREAS, Newark Municipal Code section 2.09.010 establishes a Mayoral salary of three thousand one hundred seventy-nine dollars ($3,179) per month; and

WHEREAS, said salaries took effect January 1, 2025; and

WHEREAS, City Councilmembers and the Mayor have not received an increase in salary since January 1, 2025; and

WHEREAS, the City Council is authorized by Government Code Section 36516 to increase the salary of Councilmembers in an amount not to exceed five percent (5%) per calendar year from the operative date of the last adjustment of salary; and

WHEREAS, the City Council is authorized by Government Code Section 36516.1 to pay an elected Mayor salary in excess to that which they receive as a Councilmember; and

WHEREAS, at the City Council meeting held on May 28, 2026, City staff provided a presentation to the City Council regarding the Mayoral and City Councilmember salaries; and

WHEREAS, at the City Council meeting held on June 25, 2026, the City Council adopted the 2026-2028 Biennial Budget which included seven one-half percent (7.5%) salary increases for the Mayor and City Councilmembers; and

WHEREAS, the City Council desires to increase salaries of the Councilmembers and Mayor by seven and one-half percent (7.5%) starting January 1, 2027.

NOW, THEREFORE, the City Council of the City of Newark does ordain as follows:

SECTION 1. **Recitals.** The above recitals are true and correct and made a part of this Ordinance.

SECTION 2. **Amendment of Section 2.09.010 the Newark Municipal Code.** Subsections (A) and (B) of Section 2.09.010 ("Salary") of Chapter 2.09 ("City Council") of Title 2 ("Administration and Personnel") are hereby amended as follows (replacements in double underline; deletions in ~~strikethrough~~):

2.09.010 Salary.

A. Pursuant to Government Code Sections 36516 and 36516.5, each councilmember, other than the mayor, shall receive a salary of ~~one thousand four hundred fifty-three dollars~~ one thousand five hundred sixty-one dollars per month commencing ~~January 1, 2025~~ January 1, 2027.

B. Pursuant to Government Code Section 36516.1, the elective mayor shall receive compensation in the amount of ~~three thousand one hundred seventy-nine dollars~~ three thousand four hundred seventeen dollars per month commencing ~~January 1, 2025~~ January 1, 2027.

SECTION 3. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

SECTION 4. CEQA. Approval of the ordinance is exempt from further environmental review under the general rule in California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) that CEQA only applies to projects that have the potential for causing a significant effect on the environment. As a series of text amendments and additions that do not authorize any new activity, it can be seen with certainty that there is no possibility that the ordinance will have a significant effect on the environment.

SECTION 5. Publication and Effective Date. In accordance with Government Code section 36516.5, this ordinance shall take effect January 1, 2027. Before expiration of fifteen (15) days after its passage, this ordinance shall be published in the Tri-City Voice, a newspaper of general circulation published and printed in the County of Alameda and circulated in the City of Newark.

STAFF REPORT

Item D. 4.

DATE	09/24/2026
TO	Honorable Mayor and City Council Members
FROM	Michael Coulom, Housing Policy and Programs Manager
SUBJECT	Waive further reading and adopt an ordinance amending the Newark Zoning Map to include specific additional parcels in the -BRH Overlay District to comply with state law and ensure consistency among the City's code

---

The ordinance was introduced at the September 10, 2026, City Council meeting. A second reading of the ordinance is required prior to adoption.

Attachments

Attachment 1: Ordinance 567

Attachment 2: Exhibit A, B, and C

ORDINANCE NO. 567

ORDINANCE OF THE CITY OF NEWARK AMENDING THE NEWARK ZONING MAP TO REZONE CERTAIN PROPERTY INTO THE -BRH OVERLAY DISTRICT

WHEREAS, The City Council of the City of Newark adopted Resolution No. 9,684 adopting a Housing Element Update for the Fourth Cycle period between 2009 and 2014 (the 4th Cycle Housing Element), which identified housing sites that would accommodate the City of Newark's (City) Regional Housing Needs Allocation (RHNA); and

WHEREAS, The City Council of the City of Newark adopted Resolution No. 10,361 approving the amendment to the General Plan by adopting the Fifth Cycle Housing Element for the period between 2015 and 2023 (the 5th Cycle Housing Element), which identified housing sites that would accommodate the City's RHNA; and

WHEREAS, the California Legislature has found that "California has a housing supply and affordability crisis of historic proportions. The consequences of failing to effectively and aggressively confront this crisis are hurting millions of Californians, robbing future generations of the chance to call California home, stifling economic opportunities for workers and businesses, worsening poverty and homelessness, and undermining the state's environmental and climate objectives" (Gov. Code Section 65589.5); and

WHEREAS, State Housing Element Law (Government Code Sections 65580 et seq.) requires that the City Council adopt a Housing Element for the eight-year period 2023-2031 to accommodate the City of Newark's (City) RHNA of 1,874 housing units, comprised of 464 very-low-income units, 268 low-income units, 318 moderate-income units, and 824 above moderate-income units; and

WHEREAS, the City Council adopted Resolution No. 11,575, adopting a general plan amendment to repeal the 5th Cycle Housing Element and adopt the Sixth Cycle Housing Element of the General Plan for the period between 2023 and 2031 (the 6th Cycle Housing Element) and adopt the Safety Element of the General Plan, in compliance with State Housing Element Law; and

WHEREAS, certain housing sites identified in the 5th Cycle Housing Element were not developed with residential uses during the period between 2015-2023 and were "carried over" to the 6th Cycle Housing Element to be used as sites that can accommodate housing units meeting the City's RHNA; and.

WHEREAS, Government Code Section 65583.2(c) provides that if a nonvacant site identified in the 5th Cycle Housing Element, or a vacant site identified in both the both the 4th Cycle Housing Element and 5th Cycle Housing Element, was not developed with a residential use, that site may only be included in the Housing Element if the City rezones the site within a specified period of time to allow residential use by right for housing developments in which at least 20% of the units are affordable to lower income households; and

WHEREAS, the 6th Cycle Housing Element includes 43 parcels that were carried over from the 4th and 5th Cycle Housing Elements and identified as sites to accommodate the City's RHNA; and

WHEREAS, the identified carry-over sites are capable to be developed with residential uses having densities of at least 20 units per acre; and

WHEREAS, the City Council of the City of Newark adopted Ordinance No. 547 to update the Zoning Code by adding Chapter 17.15, By Right Housing (-BRH) Overlay District, amend the Newark Zoning Map by applying the -BRH Overlay District to specific parcels throughout the City, and make other miscellaneous related changes to implement the Housing Element and, more specifically, identify the applicability standards for residential development that may be developed by-right without discretionary review; and

WHEREAS, Ordinance No. 547 unintentionally omitted specific parcels from the list of parcels to be included in the -BRH Overlay Zone and amended Newark Zoning Map; and

WHEREAS, the City desires to amend the Newark Zoning Map to include the omitted parcels to comply with Government Code Section 65583.2(c) and implement the 6th Cycle Housing Element; and

WHEREAS, the amendment of the Newark Zoning Map is referred to as the "Project"; and

WHEREAS, a staff report dated July 28, 2026, and incorporated herein by reference, described and analyzed the Project for the Planning Commission; and

WHEREAS, on July 28, 2026, the Planning Commission reviewed the staff report at a noticed public hearing on the Project, at which time all interested parties had the opportunity to be heard; and

WHEREAS, following the public hearing, the Planning Commission considered the staff recommendation as provided in the staff report, adopted Resolution 2037 incorporated herein by reference, and transmitted the resolution to the City Council; and

WHEREAS, a staff report dated September 10, 2026, and incorporated herein by reference described and analyzed the Project for City Council; and

WHEREAS, on September 10, 2026, the City Council reviewed the staff report at a duly noticed public hearing on the Project, at which time all interested parties had the opportunity to be heard; and

WHEREAS, pursuant to Newark Municipal Code section 17.31.060 and pursuant to State law, the City published a public hearing notice in The Tri City Voice on August 25, 2026 and mailed as required for a public hearing before the City Council at 7:00 p.m. on September 10, 2026; and

WHEREAS, the City Council fully considered the Project at the public hearing; and

WHEREAS, the City Council finds that the Project meets the requisite findings of fact necessary for approval as further explained in the staff report and the recommended findings of fact and determinations associated with this Ordinance, as identified in "Exhibit A" attached to this Ordinance; and

WHEREAS, the location and custodian of the Project application and other documents that constitute a record of proceedings for the Project is the City of Newark, 37101 Newark Blvd., Newark, CA 94560; and

WHEREAS, the City's General Plan, Zoning Code, and Municipal Code are incorporated herein by reference and are available for review at City Hall during normal business hours and on the City's website.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newark does ordain as follows:

Section 1. The foregoing recitals are true and correct and are incorporated by reference into this action.

Section 2. The Project is exempt from further environmental review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) since the proposed amendments to the Zoning Map have no potential for causing a significant effect on the environment. The proposed changes to the Zoning Map do not provide entitlements for any land use development projects, nor do they change the allowed uses of land or the intensity of any previously authorized use of land. Therefore, it can be seen with certainty that adoption of the proposed Zoning Map amendments will have no significant effect of the environment.

Section 3. Pursuant to NMC Sections 17.39.070 and 17.39.080, the City Council of the City of Newark does hereby make the findings of fact and determinations required by the City of Newark Municipal Code as further explained in the staff report and set forth in "Exhibit A" attached hereto and incorporated herein by this reference.

Section 4. The City Council hereby approves an amendment to the Newark General Plan land use and Zoning Map by applying the By Right Housing (-BRH) Overlay District to specific parcels, as identified in "Exhibits B & C", attached hereto and incorporated herein by reference.

Section 6: If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Newark hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof is declared invalid or unenforceable.

Section 7. Effective Date. This ordinance shall take effect thirty (30) days from the date of its passage. Before expiration of fifteen (15) days after its passage, this ordinance shall be published in The Tri-City Voice, a newspaper of general circulation published and printed in the County of Alameda and circulated in the City of Newark.

Exhibit A: Findings of Fact

Exhibit B: Parcels to be Rezoned with the By Right Housing (-BRH) Overlay District

Exhibit C: Map of Parcels to be Rezoned with the -BRH Overlay District

Exhibit A

Findings of Fact

Pursuant to Newark Municipal Code Sections 17.39.070 and 17.39.080, the City Council of the City of Newark does hereby make the findings of fact and determinations required by the City of Newark Municipal Code.

The City Council shall not approve a zoning amendment unless the proposed amendment meets the following criteria:

A. The amendment is consistent with the general plan, in that on October 26, 2023, the City Council of the City of Newark adopted Resolution No. 11,575, adopting a general plan amendment to repeal the Fifth Cycle Housing Element for the period of 2015-2023 and adopt the Housing Element of the General Plan for the Period of 2023-2031 and adopt the Safety Element of the General Plan, in compliance with State Housing Element Law. The 2023-2031 Housing Element contains the following policy and program related to the recommended action:

> *POLICY H3.1: Allow By-Right Approval of Projects with 20 Percent Affordable Units on "Reused" Sites. Pursuant to AB 1397, amend the Zoning Ordinance to require by-right approval of housing development that includes 20 percent of the units as housing affordable to lower-income households, on sites being used to meet the 6th Cycle RHNA that represent "reuse sites" previously identified in the 4th and 5th Cycles Housing Element, and on sites that are subject to a text amendment to accommodate the lower-income RHNA.*
>
> *PROGRAM H3.6: Pursuant to AB 1397, amend the Zoning Ordinance to require by-right approval of housing development that includes 20 percent of the units as housing affordable to lower-income households, on sites being used to meet the 6th Cycle RHNA that represent "reuse sites" previously identified in the 4th and 5th Cycles Housing Element. The nine sites listed in [Housing Element] Table 6-2 will be adjusted by text amendment to accommodate the lower income RHNA as needed.*

B. Any change in district boundaries is necessary to achieve the balance of land uses desired by the city, consistent with the general plan, and to increase the inventory of land within a given zoning district. There are no changes to district boundaries proposed as part of the action.

C. The amendment will promote the growth of the city in an orderly manner and to promote and protect the public health, safety, peace, comfort and general welfare, in that the proposed action is necessary to comply with State law and may result in the production of additional housing that is affordable to lower-income households throughout the community.

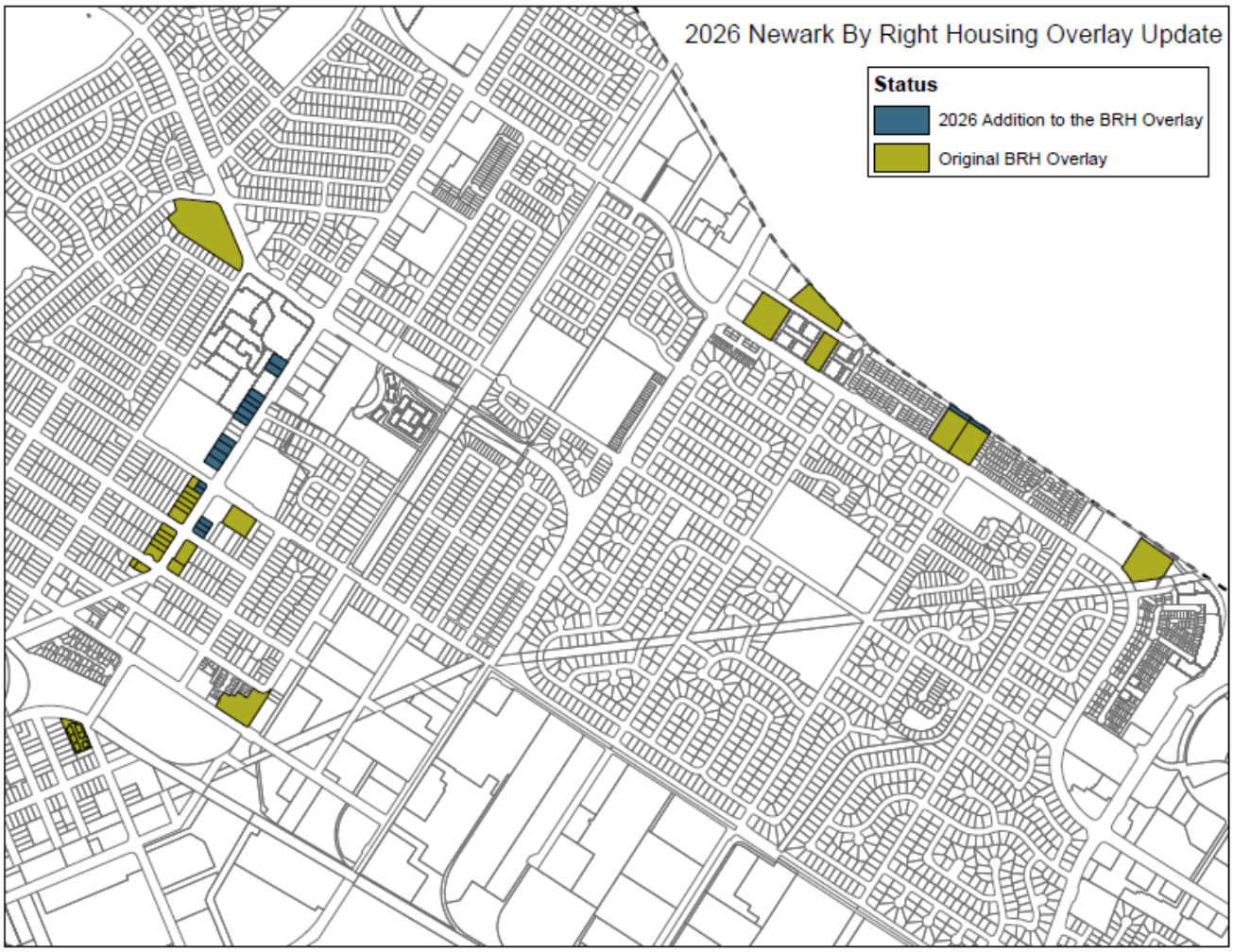
Exhibit B

Parcels to be Rezoned with the By Right Housing (-BRH) Overlay District

Parcels to be Added to the -BRH Overlay District			Parcels Currently in the -BRH Overlay District	
Assessor's Parcel Number	**Street Address**		**Assessor's Parcel Number**	**Street Address**
92-29-14-2	6505 THORNTON AVE		92-30-17-2	6765 THORNTON AVE
92-29-15-2	6521 THORNTON AVE		92-30-14-3	6717 THORNTON AVE
92-50-1-3	6658 THORNTON AVE		92-30-16-2	6749 THORNTON AVE
92-50-2-3	6642 THORNTON AVE		92-30-18-4	6781 THORNTON AVE
92-50-3-3	6626 THORNTON AVE		92-30-15-2	6733 THORNTON AVE
92A-919-11-2	6263 THORNTON AVE		92-31-16-2	6825 THORNTON AVE
92A-919-12-2	6275 THORNTON AVE		92-31-15	36965 OLIVE ST
92A-919-13-2	6289 THORNTON AVE		92A-900-1-2	36601 NEWARK BLVD
92A-919-14-2	6319 THORNTON AVE		92-29-20-2	36976 MULBERRY ST
92A-919-15-2	6333 THORNTON AVE		92-29-16-2	6537 THORNTON AVE
92A-919-19-2	6389 THORNTON AVE		92-29-19-2	6625 THORNTON AVE
92A-919-20-2	6417 THORNTON AVE		92-29-18-2	6609 THORNTON AVE
92A-919-21-2	6433 THORNTON AVE		92-51-5-3	6716 THORNTON AVE
92A-919-22-2	6449 THORNTON AVE		92-29-17-2	6553 THORNTON AVE
92A-2375-33	38290 CEDAR BLVD		92-29-13	36937 CHERRY ST
			92-51-2-3	6788 THORNTON AVE
			92A-2125-17	37900 CEDAR BLVD
			92A-2125-11-2	37750 TIMBER ST
			92A-2125-13	37640 CEDAR BLVD
			92A-2585-32	5545 CEDAR CT
			92-50-13	37053 CHERRY ST
			92-255-11	37200 SYCAMORE ST
			92A-2375-32	38290 CEDAR BLVD
			92-131-3	37257 FILBERT ST
			92-131-2-4	37243 FILBERT ST
			92-131-1-9	FILBERT ST

Exhibit C

Map of Parcels Currently Zoned in the (-BRH) Overlay District and Parcels to be Rezoned with the (-BRH) Overlay District



STAFF REPORT

Item D. 5.

DATE	09/24/2026
TO	Honorable Mayor and City Council Members
FROM	Cheryl Galvez, Recreation Supervisor I
SUBJECT	Adopt a resolution authorizing an agreement with Advanced Exercise Fitness Solutions for Fitness Equipment and Flooring Replacement at the George M. Silliman Community Activity Center and amending the 2026-2028 Biennial Budget and Capital Improvement Plan

SUMMARY AND RECOMMENDATION

The existing fitness equipment and flooring in the George M. Silliman Community Activity Center has reached or exceeded its useful life. Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with Advanced Exercise Fitness Solutions in the amount not-to-exceed $192,197 for the replacement of fitness equipment and flooring in the George M. Silliman Community Activity Center and amend the 2026-2028 Biennial Budget and Capital Improvement Plan.

BACKGROUND

The fitness center at the George M. Silliman Community Activity Center serves residents ages 12 and older and is among Newark's most widely utilized recreation and wellness amenities. The existing fitness equipment was acquired over multiple years and has reached or exceeded its useful life. Several pieces are obsolete, and replacement parts are no longer manufactured or readily available, resulting in recurring downtime, increasing maintenance costs, and reduced availability for users.

DISCUSSION/ANALYSIS

The proposed project includes replacement of outdated cardiovascular and strength-training equipment and a professionally planned fitness equipment layout to improve the functionality and overall user experience. Replacement of the aging fitness equipment is necessary to maintain safe, reliable, accessible, and attractive fitness services for Newark residents. Modern equipment provides improved ergonomics, accessibility features, digital connectivity, energy efficiency, and exercise variety compared with the existing inventory.

Staff also evaluated the existing floor pad system. While the flooring remains functional, it shows significant wear from years of use and is approaching the end of its expected service life. Because the flooring is located beneath and around the fitness equipment, replacing it concurrently with the equipment will provide an efficient opportunity to address both needs while minimizing future disruption. The new flooring system is expected to have a useful life of approximately 15 to 20 years and includes a five-year warranty, further reducing future replacement and maintenance expenses.

The proposed equipment package and fitness center layout were developed in consultation with Advanced Exercise Fitness Solutions, a commercial fitness equipment provider serving municipal, recreation, higher education, and community fitness facilities. The company provides facility assessments, equipment planning and design, installation, training, and ongoing maintenance support. The proposed layout is designed to enhance safety, accessibility, functionality, and the overall user experience and has been reviewed to ensure compliance with applicable accessibility standards. The proposed new equipment is expected to have a useful life of approximately five to seven years for cardiovascular equipment and seven to ten years for strength equipment. The equipment includes warranties ranging from one to three years, depending on the specific piece of equipment.

The proposed agreement with Advanced Exercise Fitness Solutions includes the purchase and installation of fitness equipment and flooring. Advanced Exercise Fitness Solutions is the exclusive dealer partner with Life Fitness and offers fitness equipment and related services through the OMNIA Partners cooperative purchasing program. OMNIA Partners is a cooperative purchasing organization that provides public agencies access to competitively solicited contracts for goods and services. This approach provides competitively solicited, nationally negotiated pricing while satisfying public procurement requirements and eliminating the need for a separate competitive solicitation. The cooperative purchasing process also reduces administrative costs, shortens procurement

timelines, and provides greater pricing transparency and efficiency. Through the OMNIA Partners agreement, the City is eligible for negotiated discounts of approximately 35% to 45% below manufacturer's suggested retail pricing (MSRP) on fitness equipment and related services.

Completion of the project is expected to:

- Improve user safety by replacing aging and worn equipment.
- Increase equipment reliability and reduce maintenance and repair costs.
- Improve accessibility and inclusivity through updated equipment and facility layout.
- Enhance the overall customer experience and attractiveness of the Fitness Center.
- Support membership retention and growth.
- Promote community health, wellness, and quality of life for Newark residents.

FISCAL IMPACT

The total project cost is estimated at $192,196.20, with City Council authorization not to exceed $192,197.

The $139,235.06 fitness equipment cost will be funded with approximately $9,000 from existing Recreation and Community Services Department appropriations in account 130.70.072.720.6120 and $130,235.06 from the Equipment Replacement Fund, account 701.87.701.800.8050.

The $52,961.14 flooring replacement cost will be funded from the Capital Projects Fund (Fund 610), CIP001433, account 610.90.094.940.CIP001433.

Adoption of the resolution will appropriate a total of $183,196.20 from the Equipment Replacement Fund and Capital Projects Fund. The approximately $9,000 funded from the existing Recreation operating budget does not require an additional appropriation.

STRATEGIC PRIORITY AREA

The recommended action aligns with the City Council's strategic priority area of Foster a Safe and Healthy Community.

REVIEW AND APPROVAL

Prepared by - Cherly Galvez, Recreation Supervisor I
Reviewed by - Roya Gonzalez, Strategic Initiatives Manager
Reviewed by - Lenka Hovorka, Assistant City Manager
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Attachment 1: Exercise Equipment Proposal
Attachment 2: Flooring Proposal
Attachment 3: Resolution Advanced Exercise
Attachment 4: OMNIA Partners Master Contract



advanced exercise

Fitness Solutions

Prepared For

City of Newark Silliman Center

By

Allan Franks

February 16, 2026

advanced exercise

advancedexercise.com | 861 SouthPark Drive #100, Littleton, CO 80120 | 800.520.1112

CONSULTANT

Allan Franks
afranks@advancedexercise.com
Phone: 916-205-5378
Fax: 303-996-0063

Date: February 16, 2026
Quote Expires: 30 day(s)
Proposal # 087532-R2

BILL TO
City of Newark Silliman Center

SHIP TO
City of Newark Silliman Center
6800 Mowry Avenue
Newark, Ca 94560

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
MISC	Advanced Exercise	**Dtecto 439S weigh beam physician's scale**		775.00	1	$775.00

CARDIO EQUIPMENT

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
06001	NuStep	**T6 Pro Recumbent Cross-Trainer** 		6,495.00	1	$6,495.00
20001	NuStep	**UE8 Pro Upper Body Ergometer** 		6,495.00	1	$6,495.00

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
22101	NuStep	**RB8 Pro Recumbent Bike** 		4,495.00	1	$4,495.00
INT-SL-XF-14	Life Fitness	**Integrity+ Treadmill with SL Console** 	• SL LED Console • Bluetooth Connectivity • WiFi, ANT+ & NFC Compatible • Connects to Apple Watch • 0.5-14 mph 0%-15% incline • 4.0 H.P AC peak performance motor • DX3 deck and belt system with Flexdeck • 60" x 22" running surface • 82"L x 36"W x 56"H • 120V dedicated 20 amp NEMA 5-20R required	6,694.35	3	$20,083.05
INC-SL-XF-13	Life Fitness	**Integrity+ Upright Lifecycle Bike with SL Console** 	• SL LED Console • Bluetooth Connectivity • WiFi, ANT+ & NFC Compatible • Connects to Apple Watch • Resistance levels 0-25 • Generator drive system • Self-leveling Wide Ride pedals • Comfort Curve seat • 41.5" L x 24.5" W x 54.5" H • 120V 20A outlet	3,346.85	1	$3,346.85
INPM-SL-XF-13	Life Fitness	**PowerMill with SL Console** 	• SL LED Console • Bluetooth Connectivity • WiFi, ANT+ & NFC Compatible • Connects to Apple Watch • Step dimensions 205 sq in - 20.75" W x 9.875" L x 10.5" H • Motor: 3HP; AC motor with MagnaDrive motor controller • Resistance levels 0-25 • Max user weight 400 lbs • Unit weight 473 lbs • 55.92" L x 32.81" W x 82.3" H	8,033.35	1	$8,033.35
INA-TSL-XF-13	Life Fitness	**Total Body Arc Trainer with SL Console** 	• SL LED Console • Bluetooth Connectivity • WiFi, ANT+ & NFC Compatible • Connects to Apple Watch • Stride length 24" • 100 resistance levels • Max user weight 400 lbs • Unit weight 412 lbs • 76.5" x 36.25" x 62.5"	7,229.95	2	$14,459.90

STRENGTH EQUIPMENT

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
STB-NA	Hammer Strength	**None (Includes Stability Feet)**		0.00	1	$
HS-XX-7002-A	Hammer Strength	**HS Upgrade to SE: ABC, ADC, BE, HAB, HAD, HG, PD, SC, SLP**	• Hammer Strength Select Upgrade to SE	345.00	1	$345.00
OP-HAA	Life Fitness	**Axiom Hip Abductor/Adductor** 	• 11-gauge oval tubing steel frames • Low Profile 53 inch tower height • Solid Steel Weight stacks with 7.5 lb drop down increment weight • Placards with QR code/ NFC Chip, for product usage instructions • Integrated storage in Tower top cap • Standard rear shroud and optional full shroud • Dimensions: 68"x67"x73" • Weight 432 lbs	3,561.75	1	$3,561.75
OP-LP	Life Fitness	**Axiom Leg Press** 	• 11-gauge oval tubing steel frames • Low Profile 53 inch tower height • Solid Steel Weight stacks with 7.5 lb drop down increment weight • Placards with QR code/ NFC Chip, for product usage instructions • Integrated storage in Tower top cap • Standard rear shroud and optional full shroud • Dimensions: 86"x40"x53" • Weight 592 lbs	4,385.25	1	$4,385.25
OP-MP	Life Fitness	**Axiom Multi-Press** 	• 11-gauge oval tubing steel frames • Low Profile 53 inch tower height • Solid Steel Weight stacks with 7.5 lb drop down increment weight • Placards with QR code/ NFC Chip, for product usage instructions • Integrated storage in Tower top cap • Standard rear shroud and optional full shroud	3,939.75	1	$3,939.75
OP-LR	Life Fitness	**Axiom Pulldown/Row** 	• 11-gauge oval tubing steel frames • Low Profile 53 inch tower height • Solid Steel Weight stacks with 7.5 lb drop down increment weight • Placards with QR code/ NFC Chip, for product usage instructions • Integrated storage in Tower top cap • Standard rear shroud and optional full shroud • Dimensions: 91"x35"x85" • Weight 452 lbs	3,561.75	1	$3,561.75

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
OP-DAP	Life Fitness	**Axiom Dual Adjustable Pulley** 	• Oval Steel Frame with Powder Coat Finish • Full Steel Weight Stack Shrouds • 2 ea 165lb Solid Steel Weight Stacks • 1:2 Cable Ratio • 5lb. Starting Resistance • Includes 1 pair of Adjustable Single Hand Straps • Includes Triceps Rope & Ab Strap • Includes Storage Pegs • Machine Weight: 630lb. standard weight stack; 730lb. heavy weight stack • Weight Stack: 2 x 165lb. • Dimensions: 56.2"L x 54.6"W x 84"H	4,464.00	1	$4,464.00
SAR	Life Fitness	**Signature Accessory Storage Rack** 	• Accessory Storage Rack • Top Shelf Holds 3 Medicine Balls • 3 Flat Shelves Hold Kettlebells, Foam Rollers, Medicine Balls • Unit Weight 190lbs. • 36" L X 25" D X 67" H	1,287.00	1	$1,287.00
SAR-6214	Life Fitness	**3 Stability Ball Storage (Left Side)** 	• Attaches to SAR • Holds 3 Stability Balls	336.75	1	$336.75
SAR-6216 / 6316	Life Fitness	**SAR Side Storage Option (Left/Right Side): Mat Storage**	• Attaches to Signature Accessory Storage Rack • Can be used on the left or right side (Must specify)	145.50	1	$145.50
HDW-HR-STRD	Hammer Strength	**NX Standard Half Rack** 	• 3" x 3" 11 Gauge American Steel • 91" Tall Uprights • 2 Handle Pull Up Bar • Premium Bar Supports • Standard Bar Catches • 5pr Standard Weight Horns • 21" Single Storage Depth • Custom Sign Compatible • Includes Hammer Strength Sign • Includes Stability Feet • Requires bolt to floor unless stability feet are utilized	2,908.50	1	$2,908.50

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
HS-ADC	Hammer Strength	**Hammer Select Assist Dip / Chin** 	• 2" x 4" and 2" x 3" 11 gauge steel tubing • Start Position is adjusted in five 10-degree increments • Lift & Lock Seat System • Rear Weight Stack Shroud • Add On Incremental Weight System • Incorporates two different exercises in one machine • Knee pad folds down for unassisted training • Multi-position handles allow for exercise variety • Machine Weight: 655lb. • Weight Stack: 190lb. • Dimensions: 46"L x 45"W x 87"H • Made in USA	4,515.00	1	$4,515.00
OP-ABBA	Life Fitness	**Axiom Abdominal/Back Extension** 	• 11-gauge oval tubing steel frames • Low Profile 53 inch tower height • Solid Steel Weight stacks with 7.5 lb drop down increment weight • Placards with QR code/ NFC Chip, for product usage instructions • Integrated storage in Tower top cap • Standard rear shroud and optional full shroud	3,561.75	1	$3,561.75
FWMAB	Hammer Strength	**Multi-Adjustable Bench** 	• Adjusts in 8 different positions from 0-80 degrees • Seat automatically adjusts with back pad adjustment • 11-gauge steel frame with powder coat finish • Wheels with transportation handle • Made in USA • Machine Weight: 115 lb. • Dimensions: 55”L x 26” W	1,475.00	1	$1,475.00
LBR-DB	Life Fitness	**Adjustable Decline/Abdominal Crunch** 	• Oval Steel Tubing • Lightweight Adjustable Angle Positions • Transport Handle & Wheels • Assist Handle • Marked Visual Angles +10, O, -10, -20, -30 degrees • Bench Weight: 175 lbs • Dimensions: 73"L x 29"W x 41"H	1,468.00	1	$1,468.00

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
OP-SLCE	Life Fitness	**Axiom Seated Leg Curl/Extension** 	• 11-gauge oval tubing steel frames • Low Profile 53 inch tower height • Solid Steel Weight stacks with 7.5 lb drop down increment weight • Placards with QR code/ NFC Chip, for product usage instructions • Integrated storage in Tower top cap • Standard rear shroud and optional full shroud • D	4,202.40	1	$4,202.40
FW-D3	Hammer Strength	**Dumbbell Rack - Three Tier** 	• Angled trays with saddle for each dumbbell • Pinch free design • Holds 15 pair of round head dumbbells • 11-gauge steel frame with powder coat finish • Made in USA • Machine Weight: 155 lb. • Dimensions: 90”L x 31.5” W x 32” H	1,554.40	1	$1,554.40

FREE WEIGHTS

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
GOB-1800	Troy Barbell	**7ft. Hard Chrome Olympic Power Bar** 	• 270,000 psi test bar • 28.5 mm, no center knurling, hard chrome finish • self lubricating double bushings • Dual markings for Olympic and powerlifting	395.60	1	$395.60
GOZ-47	Troy Barbell	**47in. Olympic Economy EZ Curl Bar** 		88.18	1	$88.18

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
GO-002U	Troy Barbell	**Urethane Encased Olympic Grip Plate 2.5lb.** 		25.00	4	$100.00
GO-005U	Troy Barbell	**Urethane Encased Olympic Plate 5lb.** 		35.00	4	$140.00
GO-025U	Troy Barbell	**Urethane Encased Olympic Grip Plate 25lb.** 		125.00	4	$500.00
50475	Power Systems	**Lock-Jaw Barbell Collar - Olympic - Black - (1 Pair)** 		44.50	2	$89.00
TSD-005-050U	Troy Barbell	**12-Sided Urethane Encased Dumbbells 5-50lb. Set** 		3,075.00	1	$3,075.00

advanced exercise

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
TSD-055-075U	Troy Barbell	**12-Sided Urethane Encased Dumbbells 55-75lb. Set** 		2,575.00	1	$2,575.00
GO-045U	Troy Barbell	**Urethane Encased Olympic Grip Plate 45lb.** 		225.00	6	$1,350.00

SERVICES & FEES

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
SURCHARGE	Advanced Exercise	**Manufacturer Surcharge**		0.00	1	$

Comments:
Life Fitness Omnia contract# 2021003109

FDI includes same day extraction of existing equipment

Subtotal:	**$114,207.73**
Freight, Delivery and Install:	**12,750.00**
	Taxes As Applicable
Total:	**$126,957.73**

Estimated tax at 10.75%: $12,277.33

Total Cost with tax: $139,235.06

advanced exercise

advanced exercise

Terms & Conditions

Terms: All new customers are required to pay 50% down and balance due prior to install. Residential customers, personal trainers, and orders for resale, require 100% payment before the order can be placed. All other terms and credit lines are subject to credit approval. Invoice will be due and payable, based on the original requested installation date, unless Advanced Exercise is notified in writing 60 days prior to the requested installation date with a change of the installation date. We accept checks, money orders, ACH and credit cards (under $2000). A late payment fee will be assessed at a rate of 1.5% (18% annual) per month on any unpaid balance remaining 30 days after the due date. Special Orders: A 100% prepayment is required for all customized products including but not limited to custom colors, sports flooring and products with logos such as plates, dumbbells and platforms.

Return Policy: Any returns require approval in writing by Advanced Exercise Project Management. A minimum 25% restocking fee, plus freight, will be incurred for all non-custom products returned. Customized products are nonreturnable. All products with color choices are defined as custom products.

Bolt Down Requirements: Life Fitness recommends that all strength training equipment be secured to the floor in order to prevent tipping, rocking or displacement which might occur in the event of unanticipated use of the equipment. Life Fitness requires that certain strength training equipment (specifically the Synrgy 360 90, T, XS, XM, HD Elite Half Rack/Short Base, Athletic Series Rigs, Athletic Series Racks with Wing option, Cybex PWR Play, Synrgy Outdoor BlueSky and other products to be used for body weight strap training) be secured to the floor. In the case of Synrgy 360S, T, XS, XM and the Elite HD Half Rack Short Base, the customer acknowledges:

- Customer has determined the proper placement of the equipment to be secured. **Customer Initial** _____
- Customer has identified and informed Advanced Exercise of the location of any utility, service lines, including but not limited to post tension cables. It is the customer's responsibility to identify the locations of any cables or lines prior to installation. **Customer Initial** _____
- Customer has confirmed that the subfloor consists of no less than 4.0 inches of concrete. **Customer Initial** _____
- Customer has obtained any and all consents to the drilling of holes in the flooring and subflooring. **Customer Initial** _____

If your order includes any of the equipment requiring bolting to the floor, initials are required above and an additional signed waiver will be required to place the order. Additional products may require bolting to the floor, wall or ceiling. Bolting is not included on these products unless otherwise noted on the quotation. Customer is responsible for bolting these products to meet the manufacturer's requirements. This includes TRX, Core Energy, Boxing mounts and other products that require bolting to the facility structure.

Wall & Ceiling Attached Items: The installation of any items such as TRX Multi Mounts., X Mounts, Wall Mat Racks, etc. that require bolting to walls or ceilings are not included in the proposal unless otherwise noted.

Flooring Installation: Refer to the product specifications to ensure that the sub floor meets the material installation requirements. Freight offloading, inside delivery, adhesive, moisture tests, moisture reducers, base boards, sub floor prep, sub floor cleaning, transition strips and existing floor removal and disposal are not included unless otherwise noted on the quotation.

Storage: We reserve the right to assess storage fees not to exceed 1.5% per month, or fraction thereof and request payment in full on the related customer's invoice, when a customer's original requested delivery date is delayed by circumstances beyond our control.

Taxes: We collect sales or use taxes only in jurisdictions where we are licensed to do so. Customer agrees to accept sole liability and responsibility to pay for any and all uncollected sales or use tax liabilities, related penalties and interest that arise as a result of the purchase of products and/or services from our company.

Security: Until all products are paid in full, customer hereby grants to, and Advanced Exercise shall retain, a security interest in and lien on all products sold to the customer.

I accept the terms and conditions of this quote.

Signature: _____

Name: _____

Date: _____ **Customer Requested Install Date:** _____

advancedexercise.com | 861 SouthPark Drive #100, Littleton, CO 80120 | 800.520.1112

CONSULTANT

Allan Franks
afranks@advancedexercise.com
Phone: 916-205-5378
Fax: 702-407-4026

Date: March 04, 2026
Quote Expires: 30 day(s)
Proposal # 094509-R0

BILL TO
City of Newark Silliman Center

SHIP TO
City of Newark Silliman Center
6800 Mowry Avenue
Newark, Ca 94560

SPORTS FLOORING

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
LMNT-000827	Ecore Athletic	**Motivate Performance Plus Rolled Rubber ES513 Raw Titanium**	• 10.5 MM total thickness and 48 in wide rolls (2.5 MM vulcanized composition rubber surface layer, 8 mm vulcanized compostion rubber base layer)	8.17	2,380	$19,444.60
TRD-000002	Ecore Athletic	**E-Grip III Adhesive 4 Gallon Pail** 		275.00	7	$1,925.00
TRD-000067	Ecore Athletic	**Ecore All Purpose Cleaner (E-Cleaner)** 		40.00	1	$40.00

SERVICES & FEES

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
SURCHARGE	Advanced Exercise	**Manufacturer Surcharge**		0.00	1	$

Proposal # 094509-R0

Comments:
FDI includes demo and floor prep
Ecore - Omnia

Subtotal:	**$21,409.60**
Flooring Freight Delivery and Install:	**29,250.00**
	Taxes As Applicable
Total:	**$50,659.60**

Estimated tax at 10.75%:	$2,301.54
Total Cost with tax:	$52,961.14

Proposal # 094509-R0

Terms & Conditions

Terms: All new customers are required to pay 50% down and balance due prior to install. Residential customers, personal trainers, and orders for resale, require 100% payment before the order can be placed. All other terms and credit lines are subject to credit approval. Invoice will be due and payable, based on the original requested installation date, unless Advanced Exercise is notified in writing 60 days prior to the requested installation date with a change of the installation date. We accept checks, money orders, ACH and credit cards (under $2000). A late payment fee will be assessed at a rate of 1.5% (18% annual) per month on any unpaid balance remaining 30 days after the due date. Special Orders: A 100% prepayment is required for all customized products including but not limited to custom colors, sports flooring and products with logos such as plates, dumbbells and platforms.

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- Customer has obtained any and all consents to the drilling of holes in the flooring and subflooring. **Customer Initial** _____

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Storage: We reserve the right to assess storage fees not to exceed 1.5% per month, or fraction thereof and request payment in full on the related customer's invoice, when a customer's original requested delivery date is delayed by circumstances beyond our control.

Taxes: We collect sales or use taxes only in jurisdictions where we are licensed to do so. Customer agrees to accept sole liability and responsibility to pay for any and all uncollected sales or use tax liabilities, related penalties and interest that arise as a result of the purchase of products and/or services from our company.

Security: Until all products are paid in full, customer hereby grants to, and Advanced Exercise shall retain, a security interest in and lien on all products sold to the customer.

I accept the terms and conditions of this quote.

Signature: _____

Name: _____

Date: _____ **Customer Requested Install Date:** _____

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ADVANCED EXERCISE FITNESS SOLUTIONS FOR FITNESS EQUIPMENT AND FLOORING REPLACEMENT AT THE GEORGE M. SILLIMAN COMMUNITY ACTIVITY CENTER AND AMENDING THE 2026-2028 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN

WHEREAS, the existing fitness equipment at the George M. Silliman Community Activity Center has reached or exceeded its useful life, and the fitness flooring shows significant wear and is approaching the end of its expected service life; and

WHEREAS, replacing the fitness equipment and flooring concurrently will improve safety, accessibility, functionality, and reliability while minimizing disruption to the facility; and

WHEREAS, Advanced Exercise Fitness Solutions is the exclusive dealer partner with Life Fitness and offers fitness equipment and related services through the OMNIA Partners cooperative purchasing program; and

WHEREAS, the OMNIA Partners cooperative purchasing contract was competitively solicited and provides public agencies access to competitively solicited contracts for goods and services, satisfying the City's applicable purchasing requirements and eliminating the need for a separate competitive solicitation; and

WHEREAS, the fitness equipment portion of the project totals $139,235, of which approximately $9,000 will be funded from existing Recreation and Community Services Department appropriations in account 130.70.072.720.6120 and $130,235 will be funded from the Equipment Replacement Fund (Fund 701); and

WHEREAS, the flooring replacement totals $52,962 and will be funded from the Capital Projects Fund (Fund 610) account 610.90.094.940.CIP001433, resulting in a total estimated project cost and a City Council authorization not to exceed $192,197.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby authorizes the City Manager to execute an agreement with Advanced Exercise Fitness Solutions for the purchase and installation of fitness equipment and replacement of flooring at the George M. Silliman Community Activity Center in an amount not to exceed $192,197, in a form approved by the City Attorney.

BE IT FURTHER RESOLVED that the City Council approves an amendment to the 2026-2028 Biennial Budget and Capital Improvement Plan for fiscal year 2026-27 to increase expenditure appropriations by a total of $183,197, consisting of $130,235 in the Equipment Replacement Fund, account 701.87.701.800.8050, and $52,962 in the Capital Projects Fund (Fund 610), CIP001433, account 610.90.094.940.CIP001433. Approximately $9,000 of the fitness equipment purchase will be funded from existing Recreation and Community Services Department appropriations in account 130.70.072.720.6120 and does not require an additional appropriation.

The University of California

Contract # 2021003109

for

UC System-Wide Fitness Equipment

with

Life Fitness, LLC

Effective: October 10, 2021

The following documents comprise the executed contract between the University of California and Life Fitness, LLC, effective October 10, 2021:

I. UC Wide Life Fitness 2021003109 Purchasing Agreement
II. UC Terms and Conditions of Purchase – dated 4-5-2021 (REVISED) (included with comments)
III. Attachment A – Statement of Work Template
IV. Attachment B – Life Fitness Price List
V. UC Request for Proposal # 02295-DEC2020 UC System-wide Fitness Equipment
VI. Supplier's response thereto submitted on or about April 15th 2021 ("RFP Response")
VII. UC Sustainable Practices Policy
VIII. UC HECVAT Form – Optional – Campus Specific Template
IX. Life Fitness Family of Brands Warranties 2020
X. Securing Strength Product Acknowledgment v7

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UNIVERSITY OF CALIFORNIA

Purchasing Agreement # 2021003109

As a result of Request for Proposal # 002295-DEC2020 UC System-wide Fitness Equipment, the Agreement to furnish certain goods and services described herein and in the documents referenced herein ("Goods and/or Services") is made by and between The Regents of the University of California, a California public cooperation ("UC") on behalf of the University of California and the supplier named below ("Supplier"). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment A ("Statement of Work") and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

Cooperative Purchasing: 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. All contractual administration (e.g. terms, conditions, extensions, and renewals) will remain the UC's responsibility except as outlined in the above referenced RFP (title of RFP). Operational issues, fiduciary responsibility, payment issues and liabilities, and disputes involving individual Participating Public Agencies will be addressed, administered, and resolved by each Participating Public Agency.

Order of Precedence: Should any conflict arise between the terms of this Agreement and language set forth in the RFP or attachments, the inconsistency shall be resolved by giving precedence in the following order:

1. This agreement - UC wide Life Fitness 2021003109 Purchasing Agreement
2. RFP # - 002295-DEC2020 UC System-wide Fitness Equipment

2. Term of Agreement/Termination

a) The term of the Agreement will be from **October 10, 2021** and through **October 9, 2026** and is subject to earlier termination as provided below. It may be extended upon the agreement of the parties.

b) UC or Supplier may terminate the Agreement for cause by giving the other party at least **30** days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.

3. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

4. Pricing, Invoicing Method, and Settlement Method and Terms

Refer to Attachment A - Statement of Work, Attachment B – Price List or Purchase Order for Pricing.

For system-wide agreements, each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC's Procure to Pay Standards http://www.ucop.edu/procurement-services/_files/Matrix%20for%20website.pdf for the options that will be considered. In the case of system-wide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.

Price Adjustments: Life Fitness may adjust the Bid Price Sheet(s) annually effective on each new order after the

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adjusted Price List(s) effective date and (ii) periodically, with 30 days prior written notice, during the Term of the Agreement if subsections (a) through (d) herein cause a significant increase (i.e. greater than 5%) in Life Fitness' input costs and effective on any orders placed after the notification. The price adjustment shall be based on: (a) changes to the cost of raw materials and/or labor costs related to personnel responsible for manufacturing and/assembling the products, (b) macroeconomic conditions, such as taxes, tariffs or duties, etc., (c) applicable market trends, or (d) other events not within Life Fitness's control that impact the cost of manufacturing or selling the products.
Life Fitness, via contract amendment, may add periodic surcharges to orders, including without limitation, adjustments for the then current price of fuel, such surcharges to be specified and invoiced by Life Fitness.

5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

To UC, regarding contract issues:

Name	Sean Parker
Phone	805-451-1545
Email	Sean.Parker@ucop.edu
Address	1111 Franklin St.
	Oakland, CA 94607

To Supplier:

Name	Allan Franks or Jeremy Wilson
Phone	800-735-3867 / 813-480-4300
Email	allan.franks@lifefitness.com or jeremy.wilson@lifefitness.com
Address	10601 Belmont Avenue
	Franklin Park, IL 60131

6. Intellectual Property, Copyright and Patents

/___/ The Goods and/or Services involve Work Made for Hire

/_X_/ The Goods and/or Services **do not** involve Work Made for Hire

7. Patient Protection and Affordable Care Act (PPACA)

/___/ Because the Services involve temporary or supplementary staffing, they are subject to the PPACA warranties in the T&Cs.

/_X_/ The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

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8. Prevailing Wages

/_X_/ Supplier is not required to pay prevailing wages when providing the Services.

9. Fair Wage/Fair Work

/_X_/ Supplier is not required to pay the UC Fair Wage (defined as $13 per hour as of 10/1/15, $14 per hour as of 10/1/16, and $15 per hour as of 10/1/17) when providing the Services.

10. Federally Funded Contracts, Grants, and Cooperative Agreements

Not Applicable

11. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work "required, suggested, or otherwise deemed appropriate" as the end product of the Services (*see* Public Contract Code Section 10515).

12. Insurance

Deliver the PDF version of the Certificate of Insurance to UC's Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – **Life Fitness, Inc.**

13. Service-Specific and/or Goods-Specific Provisions

Not Applicable

14. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

15. Amendments to UC Terms and Conditions of Purchase

1. Article 8 – Indemnity and Liability: Notwithstanding anything in the Bid Documents to the contrary, the entire paragraph(s) regarding (i) indemnification and hold harmless applies only to bodily injury to persons or damage to tangible property to the extent caused by the negligence of Life Fitness (or its subordinates) and not to the extent caused by others; and (ii) Life Fitness' defense obligation applies only to bodily injury to persons or damage to tangible property caused solely by a defect in design or manufacturing of the equipment or the sole negligence of Life Fitness.

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2. Article 9 - Insurance: Life Fitness shall provide a certificate of insurance, which shall be deemed to satisfy the endorsement requirements in the Bid Documents. Life Fitness requests (a) Section A, delete "contractual liability included", (b) Section C, delete "per occurrence or claims with an aggregate of not less than two million dollars ($2,000,000), (c) Section F: line 9, delete "without limitation"; line 10 , delete "whose data were lost and compromise" and replace with "legally required"; line 12, delete "or other similar miscellaneous costs"; line 13 , after "suspected Breach", insert "if approved by Supplier, covered by Supplier's insurance program and in compliance with applicable law". Regardless of the number of records, Supplier's cyber liability coverage is $5,000,000 aggregate, notified individuals is $500,000 sublimit, notified limit threshold is $250,000.
3. Article 27 – Force Majure: Add the following events of Force Majeure: acts of God, pandemic, diseases, unavoidable casualties, concealed conditions, acts of any civil or military authority; riot, insurrections,; strikes, lockouts or other labor disputes; shortage or unavailability of labor, supplies, materials, equipment or systems;, transportation contingencies; laws, statutes, regulations, and other legal requirements, orders or judgments; acts or order of any government or agency or official thereof, other catastrophes or any other similar occurrences beyond such party's reasonable control.

16. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

a. UC wide Life Fitness 2021003109 Purchasing Agreement
b. UC Terms and Conditions of Purchase – dated 4-5-2021 (REVISED)
c. Attachment A - Statement of Work Template
d. Attachment B – Life Fitness Price List
e. UC Request for Proposal # 002295-DEC2020 UC System-wide Fitness Equipment
f. Supplier's responses thereto submitted on or about April 15th 2021 ("RFP Response")
g. UC Sustainable Practices Policy
h. UC HECVAT Form – Optional - Campus Specific Template
i. Life Fitness Family of Brands Warranties 2020
j. Securing Strength Product Acknowledgement v7

17. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

DocuSigned by:
Sean Parker
55BDE1B322C54AF...
(Signature)

Sean Parker Acting Associate Dir.
(Printed Name, Title)

10/1/2021
(Date)

Life Fitness, LLC

DocuSigned by:
Anthony Schreiber
3083FC5E281040B...
(Signature)

Anthony Schreiber Director, Business Development
(Printed Name, Title)

10/1/2021
(Date)

DocuSign Envelope ID: 487DBE64-483B-417D-BB48-1AA2A105BE3F

UNIVERSITY OF CALIFORNIA

Amendment to Agreement

This Amendment #1 to Agreement #2021003109 ("Agreement") is entered into between The Regents of the University of California (UC) and Supplier.

AMENDMENT TO AGREEMENT
The Agreement is hereby amended as follows:

Temporary Surcharge October 2021 - March 2022

Due to market pressures and the impacts on raw materials and logistics, Life Fitness is imposing a temporary surcharge of 6% across all products and customers for the first 6 months of this contract until the end of March 2022. See attached documentation discussing specific market factors.

All other terms, conditions and provisions of the Agreement shall remain in full force and effect.

This Amendment is signed by the parties' duly authorized representatives, and shall be effective as of October 10, 2021

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

DocuSigned by:
Sean Parker
55BDE1B322C54AF...
(Signature)

Sean Parker
(Printed Name)

Acting Associate Dir.
(Title)

10/1/2021
(Date)

LifeFitness, LLC

DocuSigned by:
Anthony Schreiber
3083FC5E281040B...
(Signature)

Anthony Schreiber
(Printed Name)

Director, Business Development
(Title)

10/1/2021
(Date)

DocuSign Envelope ID: 487DBE64-483B-417D-BB48-1AA2A105BE3F

LIFEFITNESS
FAMILY OF BRANDS

July 15, 2021

To our valued customers:

We write to inform you that we are planning to implement a surcharge on our products. Commodity prices and freight rates have increased significantly globally throughout 2021. These inflationary cost increases are driven by macro-economic factors and trends that are beyond the control of Life Fitness and, while we have worked diligently to minimize their impact on our valued customers, we simply are not able to fully absorb these incremental costs.

After careful consideration and given the continued increases in raw material costs such as steel, which is at record levels, and high transportation costs, we are implementing a 6% surcharge, effective August 1, 2021, across all products and all brands. The surcharge is based on the below factors and public indices:

- Hot rolled coil steel prices as measured by American Metal Market have increased by ~170% since October 2020 (and by ~270% since August 2020)
- Aluminum prices as measured by the London Metal Exchange (LME) have increased by ~40% since October 2020
- Nickel prices as measured by the London Metal Exchange (LME) have increased by ~25% since October 2020
- Container costs have increased greater than 300% since 2020
- Freight rates as measured by Cass Transportation have increased by ~10% since October 2020

We have spent months working with our suppliers, partners, and employees in an effort to avoid implementing this surcharge because we want to continue providing our highest quality products at a competitive price, however, at this point, we regrettably have no other choice but to pass some of this additional cost along to our customers.

You are a valued customer and we want to continue serving you for years to come. If you have any questions, please do not hesitate to contact your sales representative.

Thank you for your understanding.

Yours Sincerely,

Tim McCarthy
Vice President – Sales, Americas

10601 BELMONT AVENUE
FRANKLIN PARK, IL 60131

LIFEFITNESS.COM | 847.288.3300

UNIVERSITY OF CALIFORNIA

Terms and Conditions of Purchase

ARTICLE 1 – GENERAL

The equipment, materials, or supplies ("Goods") and/or services ("Services") furnished by Supplier (together, the "Goods and Services") and covered by the UC Purchase Order ("PO") and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the "Agreement") are governed by the terms and conditions set forth herein. As used herein, the term "Supplier" includes Supplier and its sub-suppliers at any tier. As used herein, "UC" refers to The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the UC Locations identified in the Agreement and/or the PO. UC and Supplier individually will be referred to as "Party" and collectively as "Parties." Any defined terms not defined in these Terms and Conditions of Purchase will have the meaning ascribed to such term in any of the other documents incorporated in and constituting the Agreement. No other terms or conditions will be binding upon the Parties unless accepted by them in writing. Supplier accepts all of the Agreement's terms and conditions either in writing, by shipping any portion of the Goods, or performing any portion of the Services. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Goods and/or Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

ARTICLE 2 – TERM AND TERMINATION

A. As applicable, the term of the Agreement ("Initial Term") will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
B. UC's obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC ("Funding"). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.
C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time. The effective date of such termination shall be consistent with any requirements for providing notice specified in the Agreement, or immediate if no such terms are set forth in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that
    a. UC provided Supplier with notice of termination or
    b. Supplier's provision of Goods and/or Services will terminate.
D. UC may by written notice terminate the Agreement for Supplier's breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within five (5) business days, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.
E. If any of the following appendices are incorporated in to the agreement, then they will control in the event that the appendices conflict with the provisions of this Article:
    UC's Appendix – Data Security,
    Appendix – BAA, and/or
    Appendix – GDPR

ARTICLE 3 – PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS.
Pricing is set forth in the Agreement or PO, and the amount UC is charged and responsible for shall not exceed the amount specified in the Agreement unless UC has given prior written approval. Unless otherwise agreed in writing by UC, Supplier will use the invoicing method and payment settlement method (and will extend the terms applicable to such settlement method) set forth in UC's Supplier Invoicing, Terms & Settlement Matrix (https://www.ucop.edu/procurement-services/procurement-systems/supplier-invoicing,-terms-and-settlement-matrix.html). UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted. Invoices must be itemized and reference the Agreement or PO number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or PO. Unless otherwise provided, freight is to be FOB destination. Any of Supplier's expenses that UC agrees to reimburse will be reimbursed under UC's Travel Policy, which may be found at http://www.ucop.edu/central-travel-management/resources/index.html. Where applicable, Supplier will pay all taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state and local income, sales, use, excise and other taxes or assessments. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees, interest or surcharges Supplier wishes to impose.

ARTICLE 4 – INSPECTION.
The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, skill and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them at the sole cost of Supplier, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such deficiencies within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to rejected Goods and/or Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES
Supplier will provide the Services as an independent contractor and furnish all equipment, personnel, and supplies sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and those individuals will not again be assigned to provide Services without UC's written permission. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.

ARTICLE 6 – WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24, 25 and 26 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

A. General Warranties. Supplier represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder; (ii) Supplier will comply with all applicable laws, rules and regulations in performing Supplier's obligations hereunder; (iii) the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a skilled manner by competent personnel, in accordance with the prevailing industry standards; and if UC Appendix Data Security is NOT included:(iv) Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's hardware, software and embedded systems may be susceptible to errors or failures in various crisis (or force majeure) situations; (v) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance; and (vi) Supplier agrees that the Goods and/or Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.
B. Permits and Licenses. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.
C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.
D. Web Accessibility Requirements. As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:
    a. It complies with California and federal disability laws and regulations; and
    b. The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0AA.
    c. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;
E. General Accessibility Requirements. Supplier warrants that:
    a. It will comply with California and federal disability laws and regulations;
    b. Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA; and
    c. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.
F. Warranty of Quiet Enjoyment. Supplier warrants that Supplier has the right of Quiet Enjoyment in, and conveys the right of Quiet Enjoyment to UC for UC's use of, any and all intellectual property that

will be needed for Supplier's provision, and UC's use of, the Goods and/or Services provided by Supplier under the Agreement.

G. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.

H. Debarment, Suspension, U.S. Government Restricted Party Lists. Supplier warrants that it is not on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and is not presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.

I. UC Trademark Licensing Code of Conduct. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at http://policy.ucop.edu/doc/3000130/TrademarkLicensing

J. Outsourcing (Public Contract Code section 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its sub-supplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that (i) UC may terminate the Agreement without further obligation for noncompliance, and (ii) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.

K. Supplier warrants that the Goods and Services rendered under this Agreement will not require Supplier to use for UC, or provide to UC to use, "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.

Supplier will provide "Timely Notice" to the UC of any changes to the statements, confirmations or representations made in its proposal response or in any information provided as part of the contract award process, including in particular any changes to the certifications or representations made regarding NDAA Section 889. Timely Notice means that Supplier will notify UC in writing within 3 business days of any changes to the representations or confirmations made in relation to NDAA Section 889. Notice shall include the representations or confirmations made and the changes to those representations or confirmations. The notice shall be provided by a Supplier representative authorized to bind the Supplier.

ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS

A. Goods and/or Services Involving Work Made for Hire.

   a. Unless UC indicates that the Goods and/or Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law and all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In

the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.

b. The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC's prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
c. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC with complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
d. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

B. Goods and/or Services Not Involving Work Made for Hire.
   a. If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
   b. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
   c. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
   d. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

C. General. Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of

infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

D. UC Rights to Institutional Information. Institutional Information shall belong exclusively to UC and unless expressly provided, this Agreement shall not be construed as conferring on Supplier any patent, copyright, trademark, license right or trade secret owned or obtained by UC. Any right for Supplier to use Institutional Information is solely provided on a non-exclusive basis, and only to the extent required for Supplier to provide the Goods or Services under the Agreement. As used herein, "Institutional Information" means any information or data created, received, and/or collected by UC or on its behalf, including but not limited to application logs, metadata and data derived from such data.

ARTICLE 8 – INDEMNITY AND LIABILITY

To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

In the event Appendix DS applies to this Agreement, Supplier shall reimburse or otherwise be responsible for any costs, fines or penalties imposed against UC as a result of Supplier's Breach of Institutional Information and/or failure to cooperate with UC's response to such Breach. As used herein, "Breach" means:

a. Any disclosure of Institutional Information to an unauthorized party or in an unlawful manner;
b. Unauthorized or unlawful acquisition of information that compromises the security, confidentiality or integrity of Institutional Information and/or IT Resources; and
c. The acquisition, access, use, or disclosure of Protected Health Information or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law. "IT Resources" means IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Supplier owned/managed, or UC-owned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business.

ARTICLE 9 – INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

A. Commercial Form General Liability Insurance ~~(contractual liability included)~~ with limits as follows:
    a. Each Occurrence $ 1,000,000
    b. Products/Completed Operations Aggregate $ 2,000,000
    c. Personal and Advertising Injury $ 1,000,000
    d. General Aggregate $ 2,000,000
B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars ($1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)
C. If applicable, Professional Liability Insurance with a limit of two million dollars ($2,000,000) per occurrence or claim with an aggregate of not less than two million dollars ($2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.
D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars ($1,000,000) per occurrence.
E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars ($1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.
F. In the event Appendix DS applies to this Agreement, Supplier, at its sole cost and expense, will obtain, keep in force, and maintain one or more insurance policies that provide coverage for technology, professional liability, data protection, and/or cyber liability. Typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability insurance, it will cover liabilities for financial loss due to the acts, omissions, or intentional misconduct of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, in connection with the performance of this Agreement, as well as all Supplier costs, including damages it is obligated to pay UC or any third party, that are associated with any confirmed or suspected Breach or compromise of Institutional Information. In some cases, Professional Liability policies may include some coverage for data breaches or loss of Institutional Information. Regardless of the type of policy(ies) in place, such coverage will include ~~without limitation~~:
    a. Costs to notify parties ~~whose data were lost or compromised~~;
    b. Costs to provide credit monitoring and credit restoration services to parties whose data were lost or compromised;
    c. Costs associated with third party claims arising from the confirmed or suspected Breach or loss of Institutional Information, including litigation costs and settlement costs;
    d. Any investigation, enforcement, fines and penalties, ~~or similar miscellaneous costs~~; and
    e. Any payment made to a third party as a result of extortion related to a confirmed or suspected Breach. The following insurance coverage is based on the highest Protection Level Classification of Institutional Information identified in Exhibit 1 to Appendix DS:

P1 - This insurance policy must have minimum limits of $500,000 each occurrence and $500,000 in the aggregate.
P2 - This insurance policy must have minimum limits of $1,000,000 each occurrence and $1,000,000 in the aggregate.
P3 and P4, less than 70,000 records - this insurance policy must have minimum limits of $5,000,000 each occurrence and $5,000,000 in the aggregate.
P3 and P4, 70,000 or more records - this insurance policy must have minimum limits of $10,000,000 each occurrence and $10,000,000 in the aggregate.

G. Protection Level Classifications are defined in the UC Systemwide Information Security Classification of Information and IT Resources: https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html

H. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.

I. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:
    a. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
    b. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

ARTICLE 11 – FEDERAL FUNDS

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely.

A. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:
    a. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
    b. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
    c. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
    d. FAR 52.219-8, Utilization of Small Business Concerns;
    e. FAR 52.222-17, Non-displacement of Qualified Workers;
    f. FAR 52.222-21, Prohibition of Segregated Facilities;
    g. FAR 52.222-26, Equal Opportunity;
    h. FAR 52.222-35, Equal Opportunity for Veterans;
    i. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
    j. FAR 52.222-37, Employment Reports on Veterans;
    k. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
    l. FAR 52.222-41, Service Contract Labor Standards;
    m. FAR 52.222-50, Combating Trafficking in Persons;
    n. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
    o. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
    p. FAR 52.222-54, Employment Eligibility Verification;
    q. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
    r. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
    s. FAR 52.224-3, Privacy Training;
    t. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations;
    u. FAR 52.233-1, Disputes; and
    v. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.

B. For non-commercial transactions involving funds on a federal contract, the UC Appendix titled 'Federal Government Contracts Special terms and Conditions (Non-Commercial Items or Services)' and located at www.ucop.edu/procurement-services/policies-forms/index.html is hereby incorporated herein by this reference.

C. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by CFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:
    a. Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
    b. Clean Air Act. Supplier agrees 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).
    c. Byrd Anti-Lobbying. Supplier certifies 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.

d. Procurement of Recovered Materials. If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

e. Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, Supplier 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 (including but not limited to iron, aluminum, steel, cement, and other manufactured products). ‘‘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’’ means 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.

D. In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms “Government” or “Contracting Officer” as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:

a. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);

b. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and

c. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.

d. Byrd Anti-Lobbying. Supplier certifies 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.

ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: “This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.” With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a

breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

ARTICLE 13 – LIENS

Supplier agrees that upon UC's request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC's request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.
B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to

that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.

C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.

ARTICLE 16 – COOPERATION

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

The terms in this Article have special application to the furnishing of Goods:

A. Price Decreases. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.

B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.

C. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.

D. Changes. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with

performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.

E. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11.
F. Export Control. Supplier agrees to provide UC (the contact listed on the PO) with written notification that identifies the export-controlled Goods and such Goods' export classification if any of the Goods is export-controlled under the International Traffic in Arms Regulations (ITAR) (22 CFR §§ 120-130), the Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list. Supplier agrees to provide UC (the contact listed on the PO) with written notification if Supplier will be providing information necessary for the operation, installation (including on-site installation), maintenance (checking), repair, overhaul, and refurbishing of the Goods that is beyond a standard user manual (i.e. "Use" technology as defined under the EAR 15 CFR § 772.1), or "Technical Data" (as defined under the ITAR 22 CFR § 120.10).

ARTICLE 18 – CONFLICT OF INTEREST

Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means:

A. An investment worth $2,000 or more in Supplier or its affiliate;
B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;
C. Receipt during the past 12 months of $500 in income or $440 in gifts from Supplier or its affiliate; or
D. A personal financial benefit from the Agreement in the amount of $250 or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

ARTICLE 19 – AUDIT REQUIREMENTS

The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

ARTICLE 20 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION

A. Prohibition on Access, Use and Disclosure of Institutional Information. Supplier will not access, use or disclose Institutional Information, other than to carry out the purposes for which UC disclosed the Institutional Information to Supplier, except as required by applicable law, or as otherwise authorized in writing by UC prior to Supplier's disclosure. Supplier shall have the limited right to disclose Institutional Information to Supplier's employees provided that: (i) Supplier shall disclose only such Institutional Information as is necessary for the Supplier to perform its obligations under this Agreement, and (ii) Supplier informs such employees of the obligations governing the access, use and disclosure of Institutional Information prior to Supplier's disclosure. Supplier shall be liable for any breach of this Agreement by its employees. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Institutional Information and any information derived therefrom. For the avoidance of doubt, the sale of Institutional Information is expressly prohibited.

B. Compliance with Applicable Laws and Industry Best Practices. Supplier agrees to comply with all applicable state, federal, and foreign laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Institutional Information. Supplier agrees to protect the privacy and security of Institutional Information according to all applicable laws and industry best practices, and no less rigorously than it protects its own information, but in no case less than reasonable care.

C. Confidential Institutional Information. Supplier agrees to hold UC's Confidential Institutional Information, and any information derived therefrom, in strict confidence. Confidential Institutional Information shall be defined as any Institutional Information which is (i) marked as "Confidential" at the time of disclosure; (ii) if disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as "Confidential" within thirty (30) days of such oral disclosure; and (iii) if not marked as "Confidential," information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not be considered confidential to the extent that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process. For the avoidance of doubt, as applicable to Supplier's Services, Confidential Institutional Information may include any information that identifies or is capable of identifying a specific individual, including but not limited to:

    a. Personally identifiable information,
    b. Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 C.F.R. § 160.103),
    c. Medical information as defined by California Civil Code § 56.05,
    d. Cardholder data,
    e. Student records, or
    f. Individual financial information that is subject to laws restricting the use and disclosure of such information, including but not limited to:
        i. Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.);
        ii. The federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2));
        iii. The federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g);
        iv. The federal Fair and Accurate Credit Transactions Act (15 U.S.C. § 1601 et seq.);

v. The Fair Credit Reporting Act (15 U.S.C. § 1681 et seq), and
vi. Applicable international privacy laws, including, but not limited to the General Data Protection Regulation.

D. Required Disclosures of Institutional Information. If Supplier is required by a court of competent jurisdiction or an administrative body to disclose Institutional Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. To the extent Supplier still required to disclose Institutional Information, Supplier will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to any Confidential Institutional Information.
E. No Offshoring. Supplier's transmission, transportation or storage of Institutional Information outside the United States, or access of Institutional Information from outside the United States, is prohibited except with prior written authorization by UC.
F. Conflict in Terms. UC's Appendix – Data Security, Appendix – BAA, and/or Appendix GDPR will control in the event that one or more appendices is incorporated into the Agreement and conflicts with the provisions of this Article.
G. Acknowledgement. Supplier acknowledges that remedies at law would be inadequate to protect UC against any actual or threatened breach of this Section by Supplier, and, without prejudice to any other rights and remedies otherwise available to UC, Supplier agrees to the granting of injunctive relief in UC's favor without proof of actual damages.

ARTICLE 21 – UC WHISTLEBLOWER POLICY

UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit http://www.ucop.edu/uc-whistleblower/ for more information.

ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES

Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (https://policy.ucop.edu/doc/3100155) and the University of California Sustainable Procurement Guidelines:
https://www.ucop.edu/procurement-services/for-ucstaff/sustainable-procurement/sustainableprocurementguidelines.pdf
In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with any of the sustainability standards and requirements in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

A. Sustainability Marketing Standards. Supplier sustainability related claims, where applicable, must meet UC recognized certifications and standards set forth in the UC Sustainable Procurement Guidelines and/or meet the standards of Federal Trade Commission's (FTC) Green Guides.

B. Electronic Transfer of Supplier Information. Suppliers, when interacting with the UC, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials. Suppliers will be required to present all information in electronic format that is easily transferable to UC staff. Materials may be provided in hard copy or physical format if specifically required or requested by a UC representative.
C. Packaging Requirements. All packaging must be compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. In addition, UC requires that all packaging meet at least one of the criteria listed below:
    a. Uses bulk packaging;
    b. Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
    c. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
    d. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
    e. Uses locally recyclable or certified compostable material.
D. Foodservice Foam Ban. As of 2018, the University no longer allows packaging foam or expanded polystyrene (EPS) for takeaway containers or other food service items, in any University-owned or -operated food service facility.
E. Product Packaging Foam Ban. Beginning January 1st, 2020, the University will prohibit all contracted and non-contracted suppliers from selling or distributing packaging foam (other than that utilized for laboratory supply or medical packaging) to UC campuses. Packaging foam is defined as any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including but not limited to: low-density polyethylene foam, polypropylene foam, polystyrene foam (i.e. expanded polystyrene (EPS)), polyurethane foam, polyethylene foam, polyvinyl chloride (PVC) foam, and microcellular foam. Not included in this ban are easily biodegradable, plant-based foams such as those derived from corn or mushrooms.
F. E-Waste Recycling Requirements. All recyclers of UC electronic equipment must be e-Steward certified by the Basel Action Network (BAN).
G. Hosted and Punch-out Catalog Requirements. Suppliers enabled with eProcurement hosted catalog functionality must clearly identify products with UC-recognized certifications, as defined by the UC Sustainable Procurement Guidelines, in both hosted and punch-out catalog e-procurement environments.

ARTICLE 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:

A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):
    a. Supplier offers health coverage to its full-time employees who are performing Services for UC;
    b. Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and

c. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.

B. If Supplier is not an Applicable Large Employer (as defined above):
   a. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
   b. Supplier's full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.

C. Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticable occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as $13 per hour as of 10/1/15, $14 per hour as of 10/1/16, and $15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).

The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location's procurement office, and will be made available to any interested party upon request. Supplier will post at any job site:

A. Notice of the general prevailing per diem wage rates, and
B. Any other notices required by DIR rule or regulation

By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than $200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such

forfeiture amounts may be deducted from the amounts due under the Agreement. If there are insufficient funds remaining in the amounts due under the Agreement, Supplier will be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

ARTICLE 25 – FAIR WAGE/FAIR WORK

If the Agreement is for Services that will be performed at one or more UC Locations, does not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.

For Services rendered (actual spend) not subject to prevailing wage requirements in excess of $100,000 in a year (under the Agreement or any combination of agreements for the same service), Supplier will

a. At Supplier's expense, provide an annual independent verification (https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html) performed by a licensed public accounting firm (independent accountant) or the Supplier's independent internal audit department (http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx) in compliance with UC's required verification standards and procedures (https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html), concerning Supplier's compliance with this provision, and
b. Ensure that in the case of a UC interim audit, its independent accountant/independent internal auditor makes available to UC its work papers for UC Fair Wage/Fair Work for the most recent verification period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work verification annually, in a form acceptable to UC, no later than ninety days after the end of the 12-month period in which $100,000 in spend is reached.

The Fair Wage Fair Work annual independent verification requirement does not extend to contracts for professional services or consulting for which pre-certification has been provided to UC (https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html). Please see the UC Procurement/Supply Chain Management Policy BUS-43 (https://www.ucop.edu/procurement-services/policies-forms/business-and-finance/index.html) for the definition of professional services and consulting.

ARTICLE 26 – MEDICAL DEVICES

This Article applies when the Goods and/or Services involve UC purchasing or leasing one or more medical devices from Supplier, or when Supplier uses one or more medical devices in providing Goods and/or Services to UC.

Medical Device as used herein will have the meaning provided by the U.S. Food and Drug Administration ("FDA") and means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is:

a. Recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them;
b. Intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in humans or other animals, or
c. Intended to affect the structure or any function of the body of humans or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of humans or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.

Supplier warrants that prior to UC's purchase or lease of any Medical Device or Supplier's use of any Medical Device in providing Goods and/or Services hereunder, Supplier will:

a. Perform security testing and validation for each such Goods and/or Services or Medical Device, as applicable;
b. Perform security scans to detect malware on any software embedded within any Goods and/or Services or Medical Device, as applicable, in order to verify that the software does not contain any known malware;
c. Conduct a vulnerability scan encompassing all ports and fuzz testing; and
d. Provide UC with reports for a-c. Supplier warrants that all Goods or Medical Devices are compliant with FDA's most current guidance or regulation for the quality system related to the cybersecurity and the Management of Cybersecurity in Medical Devices, and that Supplier will maintain compliance with any updates to such guidance or regulations.

Throughout Supplier's performance of this Agreement, Supplier will provide UC with reasonably up-to-date patches, firmware and security updates for any Medical Device provided to UC, and any other Medical Device used in the course of providing Services, as applicable. All such patches and other security updates will be made available to UC within thirty (30) days of its commercial release or as otherwise recommended by Supplier or Supplier's sub-supplier, whichever is earlier.

Supplier warrants that all software and installation media not specifically required for any Medical Device used by Supplier or Goods and/or Services delivered to UC under this Agreement as well as files, scripts, messaging services and data will be removed from all such Goods and/or Services or Medical Device following installation, and that all hardware ports and drivers not required for use or operation of such Goods and/or Services or Medical Device will be disabled at time of installation. In addition, Medical Devices must be configured so that only Supplier-approved applications will run on such Medical Devices.

Supplier agrees that UC may take any and all actions that it, in its sole discretion, deems necessary to address, mitigate and/or rectify any real or potential security threat, and that no such action, to the

extent such action does not compromise device certification, will impact, limit, reduce or negate Supplier's warranties or any of Supplier's other obligations hereunder.

Supplier warrants that any Medical Device provided to UC, and any other Medical Device used in the course of providing such Goods and/or Services, meet and comply with all cyber-security guidance and similar standards promulgated by the FDA and any other applicable regulatory body.

If the Goods and/or Services entail provision or use of a Medical Device, Supplier will provide UC with a completed Manufacturer Disclosure Statement for Medical Device Security (MDS2) form for each such Medical Device before UC is obligated to purchase or lease such Medical Device or prior to Supplier's use of such device in its performance of Services. If Supplier provides an MDS2 form to UC concurrently with its provision of Goods and/or Services, UC will have a reasonable period of time to review such MDS2 form, and if the MDS2 form is unacceptable to UC, then UC in its sole discretion may return the Goods or terminate the Agreement with no further obligation to Supplier.

ARTICLE 27 – FORCE MAJEURE

Neither Party shall be deemed to be in default of or to have breached any provision of this Agreement due to a delay, failure in performance or interruption of service, if such performance or service are impossible to execute, illegal or commercially impracticable, because of the following "force majeure" occurrences: ~~acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, transportation contingencies, freight embargoes, acts or orders of any government or agency or official thereof, earthquakes, fires, floods, unusually severe weather, epidemics, pandemics, quarantine restrictions and other catastrophes or any other similar occurrences beyond such party's reasonable control.~~ In every case, the delay or failure in performance or interruption of service must be without the fault or negligence of the Party claiming excusable delay and the Party claiming excusable delay must promptly notify the other Party of such delay. Performance time under this Agreement shall be considered extended for a period of time equivalent to the time lost because of the force majeure occurrence; provided, however, that if any such delay continues for a period of more than thirty (30) days, UC shall have the option of terminating this Agreement upon written notice to Supplier.

ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written consent. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.

ARTICLE 29 – NO THIRD-PARTY RIGHTS

Nothing in the Agreement, express or implied, is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

ARTICLE 30 – OTHER APPLICABLE LAWS

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

ARTICLE 31 – NOTICES

A Party must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other Party's representative at the address specified by such Party.

ARTICLE 32 – SEVERABILITY

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

ARTICLE 33 – WAIVER

Waiver or non-enforcement by either Party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

ARTICLE 34 – AMENDMENTS

The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives. In the event there is a Material Change to the Agreement, the parties agree to meet and confer in good faith in order to modify the terms of the Agreement. A Material Change as used herein refers to:

a. A change to the scope of Goods and/or Services to be provided by Supplier, as agreed to by UC;
b. A change in the Institutional Information Supplier is required to create, receive, maintain or transmit in performance of the Agreement, such that the Protection Level Classification of such Institutional Information changes;
c. Changes in the status of the parties;
d. Changes in flow down terms from external parties; and
e. Changes in law or regulation applicable to this Agreement.

Each party shall notify the other party upon the occurrence of a Material Change.

ARTICLE 35 – GOVERNING LAW AND VENUE

California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC Location is located or, where the procurement covers more than one UC Location, the exclusive venue is Alameda County, California.

ARTICLE 36 – ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Supplier will make itself and its employees, subcontractors, or agents assisting Supplier in the performance of its obligations reasonably available to UC at no cost to UC to testify as witnesses, or otherwise, in the event of investigations, or proceedings against UC, its directors, officers, agents, or employees relating to the Goods or Services.

ARTICLE 37 – SUPPLIER TERMS

Any additional terms that Supplier includes in an order form or similar document will be of no force and effect, unless UC expressly agrees in writing to such terms.

ARTICLE 38 – SURVIVAL CLAUSE

Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS; INDEMNITY AND LIABILITY; USE OF UC NAMES AND TRADEMARKS; LIABILITY FOR UC-FURNISHED PROPERTY; COOPERATION; TERMS APPLICABLE TO THE FURNISHING OF GOODS; AUDIT REQUIREMENTS; PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY, APPENDIX–BAA, and/or APPENDIX-GDPR.

ARTICLE 39 – CONTRACTING FOR COVERED SERVICES

Covered Services, for the purpose of this Agreement, are defined as work customarily performed by bargaining unit employees at the University in the categories of services described in Regents Policy 5402, and American Federation of State, County, and Municipal Employees (AFSCME) Collective Bargaining Agreement Article 5. Covered Services include, but are not necessarily limited to, the following services: cleaning, custodial, janitorial, or housekeeping services; food services; laundry services; grounds keeping; building maintenance (excluding skilled crafts); transportation and parking services; security services; billing and coding services; sterile processing; hospital or nursing assistant services; and medical imaging or other medical technician services.

Unless UC notifies Supplier that the Services are not Covered Services, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in in other Articles of the Agreement. In accordance with Regents Policy 5402 and AFSCME Collective Bargaining Agreement Article 5, Supplier also warrants that it pays its employees performing the Covered Services at UC locations the equivalent value of the wages and benefits – as determined in the Wage and Benefit Parity Appendix – received by UC employees providing similar services at the same, or nearest UC location.

Supplier agrees UC may conduct such compliance audits as UC reasonably requests, and determined at UC's sole discretion. Supplier agrees to post UC Contracting for Covered Services notices, in the template supplied by UC, in a prominent and accessible place (such as break rooms and lunch rooms) where it may be easily seen by workers who perform Covered Services. The term "Supplier" includes Supplier and its Sub-Suppliers at any tier. Supplier also agrees to:

a. Upon UC's request, provide verification of an independent audit performed by Supplier's independent auditor or independent internal audit department (http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx) and at Supplier's expense; and
b. Ensure that, in the case of a UC interim audit, Supplier's auditor makes available to UC its Contracting for Covered Services work papers for the most recently audited time period. Supplier agrees to provide UC requested verification, in a form acceptable to UC, no later than ninety days after receiving UC's request.

ATTACHMENT A TO PURCHASING AGREEMENT #_____

STATEMENT OF WORK

This Statement of Work # __ ("SOW") is issued pursuant to Purchasing Agreement #_____ dated _____, 20__ between UC and Supplier ("Agreement").

1. Title and Description of the Scope of Goods and/or Services

[Buyer: Provide an overview and background of Goods and/or Services to be provided.]

2. Term of SOW

This SOW will begin on _____, 20__ ("Effective Date") and continue through _____, 20__. This SOW may not be renewed or otherwise amended except through a Change Order pursuant to the Change Management section below.

3. Key Tasks and Activities, Deliverables and Completion Timeframe

Supplier Obligations				
Task		**Activities**	**Deliverables**	**Completion Date or Timeframe**
1	**[General description]**	**[Specific details using action verbs like "create", "develop", "test", "analyze", "evaluate", etc.]**	**[List each discrete tangible work product that is considered a critical end result from the Supplier; deliverables are nouns, not verbs]**	**[Specific dates are best; can be stated as "Week 1", "Week 2", etc.]**
2				
3				
4				
5				
Additional as needed		**Include: Identify all phases. If additional phases will not be known until first phase work begins, be sure to specify hourly rate and a not to exceed price for this work.** **Request Supplier to provide data type, protected health information and other data**		

4. UC Obligations

[Buyer: Include as appropriate language such as: UC will provide working space, equipment, furniture, utilities, and services, as follows:]

5. Place(s) of Performance

[Buyer: Use this section if appropriate to outline where Services will be provided]

6. Key Personnel

Supplier's Account Manager is listed below, is subject to UC approval, and has overall responsibility for managing the UC/Supplier relationship:

Name	
Phone	
Email	
Address	

Subcontractors authorized to provide Goods and/or Services under this SOW **[Buyer: Names should be listed only if Agreement permits use of subcontractors]**:

Name of Subcontractor	**Goods and/or Services the Subcontractor will provide**

Supplier's Account Management Team is:

Name	
Phone	
Email	
Address	
Name	
Phone	
Email	
Address	
Name	
Phone	
Email	
Address	
Name	
Phone	
Email	
Address	

UC'S Project Manager, responsible for acceptance/rejection of project results/deliverables, is:

Name	
Phone	
Email	
Address	

7. Reporting Requirements

[Buyer: Identify any key reports that should be produced by Supplier or critical reporting events. This can be included in the table above if preferred.]

Supplier agrees to provide other reports as reasonably requested by UC during the Term of the Agreement and any extension(s) to the Term at no additional cost to UC.

8. Assumptions

a) The following items are not included within the scope of Goods and/or Services to be provided under this SOW: **[Buyer: Delete if not needed]**

b) **[Buyer: Add more as needed]**

c) Additional assumptions include the following: **[Buyer: Delete if not needed, but list any UC dependencies that must be fulfilled in order for Supplier to provide the Goods and/or Services]**

d) **[Buyer: Add more as needed]**

9. Service Level Agreement

a) **[Buyer: Any critical SLAs should be stated here. For goods, consider the following language:]**

During the Term of the Agreement, and any extension(s) of the Term, Supplier will provide the following minimum service standards:

Normal delivery	-next business day
Rush delivery	-within 4 hours
Pick up returns	-within 2 business days
Request for reports	-within 5 business days
Order fill rate	-98%
Delivery accuracy	-98%
Delivery, on-time	-98%
Invoice/billing accuracy	-98%
Customer service satisfaction	-98%

The minimum service standards set forth above recognize that occasional errors are likely; however, Supplier further agrees to use its best efforts to achieve 100% of service levels. Should the service levels fall below the minimum standards and Supplier does not take corrective action within fourteen (14) days following UC written notification, UC reserves the right to terminate the Agreement immediately.

10. Pricing, Invoicing Method, and Settlement Method and Terms

[Buyer: Pricing includes the contract amount (for instance, time and materials using an hourly rate; whether there is a not to exceed cap; and flat fee); and the payment schedule (what percentage must be paid at what times, including milestones)]

Pricing is addressed below. The Invoicing Method, and Settlement Method and Terms are addressed in the applicable Agreement. As regards Invoicing Method, and Settlement Method and Terms, the terms of the applicable Agreement will take precedence over any conflicting terms in this Statement of Work.

a) "Fixed Price Services" to be rendered under this SOW, including deliverables to be provided as part of Fixed Price Services, are described in this section as:

b) "Time and Materials Services" to be rendered under this SOW, including deliverables to be provided as part of Time and Materials Services:

c) The rates applicable to each person who will render Time and Materials Services are as follows:

Name and Title of Person Rendering Services	**Rate per Hour/Day**	**Estimated No. of Days**	**Extended Cost of Fees**	**UC MRC**
Estimated Maximum Expenses (if any):			**n/a**	

Estimated Maximum Cost:		

d) **[Buyer: Outline Payment Schedule as needed]**

11. Program Requirements

[Buyer: If items will be ordered by catalog, use the Appendix – Electronic Commerce. If applicable, consider using these additional terms for Goods:]

Order Packaging and Labeling. Supplier agrees that each UC order will be individually wrapped and labeled with the following information:

Purchase Order number;

Product description, quantity and catalog number of the product ordered and an open 30-character field for internal identification e.g., UC storehouse catalog numbers and/or internal customer order numbers; and

Other information, as may be requested by ordering UC Location.

Packaging slips will be attached to the outside of the package such that it can be inspected by UC at the requesting department and/or receiving dock.

Receiving Locations. Supplier agrees to provide desktop and dock delivery to all UC current and future authorized personnel delivery points, as requested by UC.

Standard Delivery Requirements. Supplier will deliver Monday through Friday, excluding UC- and Supplier-observed holidays. Supplier provide UC with a schedule on or before September 1 of the following calendar year showing holidays and other planned shutdowns (such as the annual inventory) that would impact Supplier's ability to deliver the Goods and/or Services. Supplier agrees to deliver all UC orders received by 3:30pm Pacific Time the next business day as follows:

Campus direct (desktop delivery) - by 3:30 pm Pacific Time
Storehouse (drop ship delivery) - by 10:00 am Pacific Time

Delivery Delays. Supplier will report any delivery delay whatsoever to the ordering Location, as well as its cause, within two (2) hours after Supplier is able to reasonably determine there will be a delay; the report will be provided to UC by telephone, e-mail, or facsimile. Supplier will keep UC fully informed and will take all reasonable action in eliminating the cause of delay.

Rush Delivery Requirements. Supplier agrees to deliver UC emergency orders within four (4) hours after receipt of order at no additional charge to UC. Rush delivery orders for same day delivery must be requested by UC prior to 1:00 pm Pacific Time. Supplier cannot guarantee, but agrees to use good faith efforts to provide same day delivery for rush orders UC places after 1:00 pm Pacific Time.

Returns. Supplier agrees to accept Goods returned by UC if in resalable condition and if made within thirty (30) days of original shipment. Supplier must pick up returns from the ordering department location within two business days. Services under $20.00 do not need to be physically returned to Supplier.

Credit. Requests for credit can be transmitted by the ordering UC personnel via the established order management system (telephone, fax, paper return form, and web-based). Chargebacks and credit memos will be issued to UC ordering departments in the current month's billing period. Return items will be credited at cost. If Goods were purchased via UC purchasing card, credit must be issued to the same purchasing card.

Out of Stock Items. If there is an out of stock situation of any ordered inventoried item(s), the out of stock item will be added to the back order file and will be delivered to UC when the item is in stock without a further order being submitted.

Surveys. Supplier will, at UC's request, conduct customer surveys of UC orders through questionnaires. The content of these surveys will be approved by UC. UC will be responsible for the tabulation of these surveys.

12. Acceptance Criteria and Testing

[Buyer: Provide details of the Acceptance Criteria and testing which each Deliverable or Milestone must meet to be accepted, if specifics aren't defined.]

a) **[Buyer: Indicate any additional financial or other considerations resulting from acceptance testing]**

13. Changes to the Services

UC may desire to change the Goods and/or Services following execution of an SOW. If so, UC will submit a written Amendment to Supplier describing the changes in appropriate detail. If an Amendment does not require Supplier to incur any additional material costs or expenses, then Supplier will make the modification within ten (10) business days of Supplier's receipt of UC's Amendment. If an Amendment does require that Supplier incur additional material costs or expenses, then Supplier in good faith will provide UC with a written, high level, non-binding assessment of the costs and expenses and the time required to perform the modifications required by the Amendment, within ten (10) business days of Supplier's receipt of UC's Amendment. UC will notify Supplier in writing within ten (10) business days after receipt of Supplier's response to the Amendment as to whether UC wishes Supplier to implement the Amendment based on the response. UC will compensate Supplier for implementation of an Amendment in accordance with the terms and conditions of the relevant Amendment and Supplier's response to the Amendment, if any. Supplier's implementation of an Amendment will not delay the performance of Services and/or the delivery of deliverables not reasonably affected by an Amendment.

14. No Mandatory Use

Because there is no mandatory use policy at UC, nothing in this Statement of Work will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

15. Additional Terms

[Buyer: If recording devices will be allowed, add the following: Supplier will use recording devices in discussions with UC employees only when UC and the employees so authorize; this authorization must be in writing. If applicable, Supplier's use of recording devices in such discussion is proposed as follows: (Insert terms)]

Insurance Requirements **[Buyer: insert terms, if needed or different from basic levels in T&Cs]**

This Statement of Work is signed below by the parties' duly authorized representatives.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA	**[SUPPLIER NAME]**
_____	_____
(Signature)	(Signature)
_____	_____
(Printed Name, Title)	(Printed Name, Title)
_____	_____
(Date)	(Date)

OMNIA Discount Table

As of 6/3/2021

All prices in table presented as a discount off of MSRP

	Tier 1	Tier 2	Tier 3
Revenue of single order ($)	*0-100K*	*100-350K*	*350K+*
Cardio	30%	35%	40%
Group Exercise	25%	30%	35%
SciFit	25%	30%	35%
Insignia	25%	30%	30%
Signature B&R	25%	30%	30%
Signature PL	25%	30%	30%
Cable Motion	20%	25%	25%
Multi-Jungles	20%	25%	25%
Hammer Outdoor Box	20%	20%	20%
Hammer Select	25%	30%	30%
Hammer MTS	20%	25%	25%
Axiom/Optima	20%	25%	25%
Synrgy Core	25%	30%	30%
Syn Options	20%	25%	25%
Hammer PL/GB	15%	20%	20%
Hammer Racks/Rigs	20%	25%	25%
Wood Platforms	15%	20%	20%
Rubber Platforms	25%	30%	30%
Hammer B&R	15%	20%	20%
Strength Accessories	20%	25%	25%
LF Studio Collection	10%	15%	15%
LF Accessories	10%	15%	15%
Cybex Cardio	30%	35%	40%
Cybex Strength	25%	30%	30%
Billiards	35%	35%	35%
Digital Coach	0%	0%	0%

**All Extended Warranty and Preventative Maintenance at 25%-43% off MSRP*

The Regents
of
the University of California

REQUEST FOR PROPOSAL (RFP)

FOR

UC System-wide Fitness Equipment
RFP# 002295-DEC2020
Date Issued: 3/4/2021

It is the Supplier's responsibility to read the entire document, any addendums and to comply with all requirements listed herein. Any addenda to this Request for Proposal will be directed to all participating Suppliers. It is the Suppliers responsibility to watch their e-mail for any addendums, notices, or changes to the RFP or process.

Issued By:	The Regents of the University of California
RFP Administrator:	Sean Parker, Acting Associate Director System-wide Procurement Services Strategic Sourcing University of California, Office of the President 1111 Franklin Street, 10th Floor Oakland, CA 94607-5200

The information contained in this Request for Proposal (RFP) is confidential and proprietary to the University of California and is to be used by the recipient solely for the purpose of responding to this RFP.

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SECTION I: UNIVERSITY OF CALIFORNIA OVERVIEW

A) Background

The University of California ("UC"), one of the largest and most acclaimed institutions of higher learning in the world, is dedicated to excellence in teaching, research, health care and public service. It is a public institution with annual resources of over $34 billion and encompasses ten campuses, six medical schools and five medical centers, four law schools and a statewide Division of Agriculture and Natural Resources. The University is also involved in the operation and management of three national laboratories for the U.S. Department of Energy.

System-wide management of the University of California is assigned to the Office of the President based in Oakland, California. Its divisions oversee UC's academic mission, budget, external relations, legal matters, and business and financial activities (including the UC Office of the Chief Investments Officer). The University is governed by a Board of Regents consisting of 26 members, 18 of whom are appointed by the Governor for 12-year overlapping terms.

Website: https://www.universityofcalifornia.edu/

Established: 1868

Fiscal Year: 07.01.XX - 06.30.XX

Official incorporated entity: The Regents of the University of California

B) Recreation and Athletic Operations Summary

Each UC Campus has a combination of athletic training facilities and recreation centers dedicated to sports, recreation, and wellness. In addition to students, faculty and staff also participate in programs at these facilities and centers. It is anticipated that use of these facilities will increase which will in turn demand new equipment, maintenance and regular replacement equipment. These facilities manage large areas housing cardio and strength equipment; they allocate additional space to other disciplines including Pilates, yoga, massage, and group fitness.

Fitness equipment is purchased by UC campuses for:

- Replacement equipment for existing equipment that is older or that has a high failure rate
- Additional equipment for existing facilities
- Equipment for new, remodeled, or auxiliary facilities
- New state of the art equipment for athletic focused departments

The current estimated annual spend of UC fitness equipment products is **$1,200,000.00**

The above figure is provided as an annual estimate only to assist Suppliers in preparing proposals. The figure provided is indicative of the potential business volume and the complexity of the account. ***However, the University does not and cannot guarantee any specific quantities or business volume during the agreement period or any extensions thereto***.

Currently, most UC locations have a Small Business Program in place for purchasing products and services from small and local businesses. The University will continue purchasing through its current Small Business Programs and these efforts are coordinated at the location level.

Most of the location's central receiving docks can accommodate 45 ft. or larger delivery trucks; buildings without loading docks can accommodate 30-ft. and smaller delivery trucks.

SECTION II: INTRODUCTION TO THE REQUEST FOR PROPOSAL

The University of California's overall objective of the RFP is to select a supplier or suppliers to assist UC in establishing the most cost effective and efficient procurement program for fitness equipment while maintaining high standards of quality and service. With that intent UC is interested in evaluating the costs and benefits of dealer and/or manufacturing partnerships for acquisition of fitness equipment focusing on cardio and strength training to UC locations.

This project was initiated to develop a supplier/UC alliance(s) and implement a UC system-wide program for fitness equipment that will provide maximum value to the University through superior equipment, enhanced variety, superior customer service, streamlined processes, maintenance, and lower total costs.

Qualified original equipment dealers and manufacturers are invited to submit proposals, based on the information provided in this RFP, to establish a business partnership with UC which will maximize the resources of both organizations to most effectively meet the fitness equipment needs of the University of California. The resulting awarded contract will consist of one term of five (5) years with the University's option to renew five, one year extensions after the term is successfully completed (10 years total). The successful Supplier(s) shall be required to meet the requirements listed within this solicitation.

Qualified dealers and manufacturers are understood to have met the following requirements:

Dealers:

Previous experience with university/athlete clientele

Manufacturers:

Previous experience with university/athlete clientele, and

Offer a minimum 5 year warranty on parts, services or a combination thereof

National Contract

The University of California, as the Principal Procurement Agency, defined in Exhibit A, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The University of California is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Exhibit C, or as otherwise agreed to. Exhibit A contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies though multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (Exhibit A, B, F, G).

The University of California anticipates spending approximately $12M over the full potential Master Agreement term for UC System-wide Fitness Equipment. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of UC System-wide Fitness Equipment purchased under the Master Agreement through OMNIA Partners is approximately $36M. This projection is based on the current annual volumes among the University of California, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

All products and services are subject to review and approval by the University.

SECTION III: PROPOSAL EVALUATION METHODOLOGY

Responsive Proposals will be evaluated using a Best Value method. Best Value means the most advantageous balance of price/cost, quality, service performance and other elements, as defined by the University. University evaluators will determine the Proposal's value by scoring the Proposals based on a uniform set of weighted evaluation criteria. Each Proposal's Best Value score will be the average of all evaluators' total scores awarded for the Proposal. The University will have determined the Maximum Possible Price Score prior to the Proposal due date. The Proposal with the Maximum Possible Price Score will be considered the lowest responsive Proposal.

All other responsive Proposals will receive a proportion of the Maximum Possible Price Score equal to the quotient of the lowest Proposal's cost divided by that Proposal's cost. Each Proposal's Price Score will be added to that Proposal's Quality Point Score to get that Proposal's Total Score. The Proposal with the highest Total Score will be considered the "Best Value". The Proposal with the next highest Total Score will be considered the second Best Value, and so on. The University will then determine if the Supplier submitting the Best Value Proposal is responsible. The apparent RFP winner(s) will be the responsible Supplier(s) submitting the Best Value Proposal. The University's selection may be made on the basis of the initial Proposals or the University may elect to negotiate with Suppliers who are selected as finalists. The Evaluation Team may utilize Supplier's Oral Presentations, software demonstrations, additional material information, or References from the Supplier and others to come to a determination of award(s).

The University reserves the right to make evaluation decisions at its sole discretion. In performing its review of proposals, the University reserves the right to obtain and use in its evaluation any independently derived information including, but not limited to, financial reports and secondary customer references.

Right to Cancel/Modify

The University reserves the right to change any aspect of, terminate, or delay this RFP, the RFP process and/or the program outlined within this RFP at any time. Notice shall be provided in a timely manner thereafter. The University may award the contract without further discussion or may enter into negotiations with the apparent RFP winner. Should the apparent RFP winner fail to accept the award, the University may determine that that Supplier has abandoned its Proposal. The University may then enter into negotiations with the responsible Supplier submitting the second Best Value Proposal. If that Supplier fails to accept the award, the University may determine that that Supplier has abandoned its Proposal and enter into negotiations with the responsible Supplier submitting the third Best Value Proposal and so on to each successive responsible Best Value Supplier until an award is made and accepted. The University may also conduct concurrent negotiations with responsible Suppliers for the purpose of altering or otherwise changing the conditions, terms and price of the proposed

contract unless prohibited. Suppliers shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing Suppliers.

Right to Make No Award

The University reserves the right to reject all Proposals and to make no award. Unless stated otherwise in this RFP, the University reserves the right to make multiple awards or to award items separately or in the aggregate as the interests of University may appear.

Minimum Criteria

Proposals will be screened as to whether the following minimum qualifications are met:

- The proposal must be submitted on time.
- The proposal includes all requested documents and has fully answered all required questions.
- Respondents must meet the following minimum criteria:
    - DEALERS:
        - Previous experience with university/athlete clientele with references
    - MANUFACTURERS:
        - Previous experience with university/athlete clientele with references
        - Offer a minimum 5 year warranty on parts, services or a combination thereof

Evaluation Criteria

Qualification measurements may include, but are not limited to the following:

Dual Category Weighting (Dealer vs. Manufacturer)

Dealer Questionnaire Weighting

Section	Weight
Company Information and Capabilities	10%
Sustainability	15%
Product Overview	35%
Services, Training and Warranties	10%
Pricing – Dealer Specific	30%

Manufacturer Questionnaire Weighting

Section	Weight
Company Information and Capabilities	10%
Sustainability	15%
Product Overview	20%
Services, Training and Warranties	20%
Pricing –Manufacturer Specific	35%

Proposal Acceptance

Proposal must be complete and comply with all specifications and legal requirements set in this Request for Proposal.

The University reserves the right to reject any submittals which are:

- Incomplete or non-responsive
- Late (late proposals are immediately rejected)

If, at any time, it is found that a person, firm or corporation in their response to this RFP, or to which an Agreement has been awarded, has colluded with any other party or parties, the University reserves the right to reject the proposal(s) and/or terminate any Agreement(s) so awarded and all parties involved in the collusion shall be liable to the University for all loss or damages which the University may have suffered.

SECTION IV: RFP SCHEDULE

Event	*Date
RFP Issue Date	**3/4/2021 at 5:00PM PST**
Supplier RFP Zoom Call **Email Sean.Parker@ucop.edu for details**	**3/18/2021 at 11:00AM PST**
Supplier RFP Questions Deadline in CalUSource	**3/24/2021 by 5:00PM PST**
UC Response to Supplier Questions (distributed to all Suppliers without attribution on CalUSource)	**3/31/2021**
RFP Responses Due	**4/15/2021 by 5:00PM PST**
Anticipated Award Date	6/15/2021
Anticipated Start Date	6/16/2021

The University does not guarantee the above schedule and reserves the right to modify this schedule at its discretion. ****Please mark off calendars**

**The UC reserves the right to conduct interviews with some or all of the Supplier's at any point during the evaluation process. While presentations are anticipated for this project, the UC may determine interviews are not necessary. In the even interviews or presentations are conducted, information provided during the interview/presentation process shall be taken into consideration when evaluating the stated criteria. The UC shall not reimburse the Supplier for the costs associated with the interview process.

SECTION V: SUPPLIER REQUIREMENTS

The requirements shown below are essential to the UC for proposal consideration. Supplier's failure to provide or be in compliance with any one or more of the following requirements will negatively impact the evaluation of Suppliers proposal and may result in disqualification. All required documents must be accepted before Suppliers can submit proposals on the CalUSource platform.

While this section may reflect the needs and requirements of the UC, OMNIA Partners Participating Public Agencies may have different requirements. The awarded Supplier(s) may enter into a supplemental agreement with Participating Public Agencies (PPAs) and PPAs may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

a) The University of California Terms and Conditions of Purchase, dated 2/27/20, as referenced in ***Guidelines to this RFP***, will be incorporated into any Agreement that may result from this RFP.

b) The University of California Appendix – Data Security and Privacy, dated 8/12/19, as referenced in ***Guidelines to this RFP***, will be incorporated into any Agreement that may result from this RFP.

c) HECVAT example documentation and process acknowledgement

d) All proposals shall remain available for UC acceptance for a minimum of 180 days following the RFP close date.

e) While Successful Supplier(s) awarded a national contract shall be required to sign the UC's Master Agreement and OMNIA Partners Administration Agreement, if Respondents have any additional or separate Service Agreements that they would require the UC or Participating Public Agencies to sign, Respondents shall provide those Service Agreements as part of their response. See the referenced question in the Company Information Questionnaire.

f) No late proposals will be accepted. Any proposals received after the specified deadline for submission shall result in automatic disqualification.

SECTION VI: GENERAL INFORMATION

A. Issuing Office and Communications Regarding the RFP

This RFP, and any subsequent addenda to it, is being issued by the System-wide Procurement Services Department on behalf of The University of California Office of the President. The System-wide Procurement Services Department is the sole point of contact regarding all procurement and contractual matters relating to the requirements described in this RFP. System-wide Procurement Services is also the only office authorized to change, modify, clarify, etc., the specifications, terms, and conditions of this RFP and any Agreements(s) awarded as a result of this RFP.

Any requests for clarification concerning this RFP must be submitted via the CalUSource platform, under the Discussion Forum icon  .

The submission of RFP response, pricing proposal and attachments must be submitted via the CalUsource e-Sourcing application, as further detailed in the *"Instructions for Submitting Proposals"* below.

Suppliers are advised that failure to adhere to the above communications requirements may result in disqualification.

B. Supplier RFP Zoom Call

Suppliers are welcome to join a **Supplier RFP Zoom call hosted on Thursday, March 18th 2021, at 11:00am PST.** Please email Sean.Parker@ucop.edu for details and a log in link. This call will review the function of the CalUSource platform and how to submit proposals. While the purpose of this conference will be to clarify the CalUSource platform utilization, any

content questions for this Request for Proposal shall be submitted via the process described below. Oral statements or instructions on the call will not constitute an Addendum to this Request for Proposal.

C. Instructions for Submitting Proposals

Proposals in response to this RFP must be submitted online using the CalUsource e-Sourcing application **no later than April 15th, 2021 at 5:00 p.m. (PT).**

Please review the CalUSource Resource Guide for any questions regarding operation of the RFP platform and submitting proposals.

Suppliers are to complete the questionnaire sections directly in the CalUSource e-Sourcing application.

******CalUsource requires significant time for accurate data entry. Suppliers are encouraged to review the Resource Guide and familiarize themselves with the process of responding, leaving adequate time to submit the proposal. General information and support is available by email: support@ucprocure.zendesk.com; or, for CalUsource technical issues, contact GEP Support: 1-732-428-1578 or support@gep.com. Please identify yourself as registering in the University of California network.******

Suppliers must provide a complete, straightforward, concise response to all prerequisites, questions and information in the RFP as detailed. **Do not reference previous answers as the submission for questions (i.e. "Please see response to question 5a").** Submission of a proposal via the CalUsource e-Sourcing application confirms Supplier's understanding and acceptance of all requirements, terms, and conditions of the RFP.

Supplier must not provide superfluous materials such as marketing materials or website links in response to, or in lieu of, specific responses to the questions herein, and may be disqualified for providing superfluous materials.

D. Addenda to the Request for Proposal

Any changes, additions, or deletions to this RFP will be in the form of written Addenda issued by the University of California via email or the CalUsource e-Sourcing application. The University will not be responsible for failure of any prospective Supplier to receive such Addenda. All Addenda so issued shall become part of this RFP.

E. Supplier Questions

An opportunity to submit questions will be allowed up to **5pm (PT), March 31st, 2021.**

Note: All Supplier questions will be shared with all RFP participants, without attribution, on the CalUSource platform under the Discussion Forum icon  . Email responses will not be provided.

F. Proposal Acceptance

The proposal must be completed and submitted via the CalUSource e-Sourcing application on the forms provided or in the format indicated herein.

All documents submitted to the UC on behalf of this RFP will become the exclusive property of the UC system and will not be returned.

G. Proposal Format

Proposals should demonstrate a clear understanding of the Scope of Services and contain a comprehensive discussion of how the Supplier will fulfill the requirements of the Scope of Services, including a discussion of the important features and Supplier attributes, highlighting any aspects, which separate it from its competitors. The UC reserves the right to make additional investigations as it deems necessary to establish the competence and financial stability of any Supplier submitting a proposal. Additionally, to comprehensively evaluate the proposals received, the UC may seek additional information or clarification from one or more of the Suppliers. Experience with the UC and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experiences. The proposal should be submitted using the appropriate response templates provided on CalUSource:

1. Company Information Questions
2. Sustainability Questions
3. Product Overview
4. Services, Training and Warranty Offerings
5. Pricing (Dealer or Manufacturer)

H. Proposal Preparation Costs

Supplier will bear all costs incurred in the preparation and submission of the Proposal and related documentation, including Supplier's presentation to UC. If Supplier is apparent awardee, Supplier will bear its own costs in negotiating and finalizing an agreement with the University.

I. Agreement Term

It is anticipated that the initial term of any Agreement awarded pursuant to this RFP will be for a period of five (5) years. UC may, at its option, extend or renew the Agreement for five additional one-year periods on the same terms and conditions. As previously stated, the successful Supplier(s) shall also have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed ten (10) years. Any purchase orders executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

SECTION VII: SCOPE OF SERVICES

Deliverables: Suppliers are to provide responses in the RFP under the following questionnaire categories. The following categories focus on key points in a partnership between a supplier and the UC around fitness equipment purchases and ownership opportunities.

I. Company Information Questions:

Suppliers shall submit responses with information covering general firm structure, financial records, locations for California and national coverage, previous experience and client references.

As detailed in the Company Information Questionnaire, Respondents are to provide a detailed response to Exhibit A, OMNIA Partners Response for National Cooperative contract which will be utilized in the evaluation process to access the national capabilities of Respondents.

II. Sustainability Questions:

Responses to the sustainability questionnaire should focus on the firm, its processes and products through a sustainability lens. These include employment strategies, business certifications, and operations within the company.

III. Product Overview Questions:

Successful Supplier(s) shall provide products focused on cardio and strength training equipment utilized in recreational and/or high performing athletic gyms. This section covers product offerings, product details, replacement parts and customization.

IV. Services, Training and Warranties Questions:

Suppliers are asked to detail their service, training and warranty options available to the UC or a Participating Public Agency. Questions focus on available resources for service, education, warranty terms and logistics.

V. Pricing:

The successful Supplier(s) shall provide a complete set of pricing information for the products under the categories “Cardio Equipment” and/or “Strength Training Equipment”. These pricing questions are broken into two modules focused on Dealer or Manufacturer business structures. The pricing schedule supplied shall reflect “National” pricing, regardless of participating campuses or participating Public Agencies. The prices quoted in the proposal response by the successful Supplier(s) shall be the UC net price for the various services/materials. For items in the bid pricing submitted, there shall be no separate or additional charges, fees, handling or other incidental costs following contract

award; Participating Public Agencies may make exceptions to this based on their own circumstances.

Special Offers/Promotions

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

Product Offering/Balance of Line Pricing

Pricing for complete product offering/balance of line items will be determined by a percentage discount off retail. The pricing percentage discount offered must be entered in the Pricing section of the Supplier's response.

SECTION VIII: QUESTIONNAIRE(S)

Refer to the CalUsource e-Sourcing application to complete the Questionnaire section(s) of the proposal.

There are five (5) questionnaire categories that need to be completed in total. **Dealers and Manufacturers, please select and submit the pricing module questionnaire that best reflects your firm's designation.**

1. Company Information Questions
2. Sustainability Questions
3. Product Overview Questions
4. Services, Training and Warranty Offerings
5. FOR MANUFACTURERS – Pricing
   FOR DEALERS – Pricing

All questions must be answered as part of the proposal. If the response requires an attachment (do not submit sales brochures), add the attachments in the question directly or the Attachment Section of the CalUsource eSourcing tool and reference the question number in the title of the document.

Suppliers shall respond to the aforementioned questionnaires in order to be considered for evaluation. Failure to answer the following questions could result in disqualification.

SECTION IX: ATTACHMENTS

1. UC Terms and Conditions of Purchase dated 2-27-20
2. UC Required Supplier Information dated 8-5-19
3. UC Appendix Data Security and Privacy dated 4-12-19
4. HECVAT Example Documents
5. Supplier Bidding Guide for CalUSource
6. _Omnia Partners – Exhibit Descriptions for CalUSource
7. Omnia Partners - Exhibit A - Response for National Cooperative Contract
8. Omnia Partners - Exhibit B – Administration Agreement Example
9. Omnia Partners - Exhibits C – Master Intergovernmental Cooperative Purchasing Agreement Example
10. Omnia Partners - Exhibit D – Principal Procurement Agency Certificate Example
11. Omnia Partners - Exhibit E – Contract Sales Reporting Template
12. Omnia Partners - Exhibit F – Federal Funds Certifications Form
13. Omnia Partners - Exhibit G – New Jersey Compliance Form
14. Omnia Partners - Exhibit H – Advertising Compliance Requirement

002295-Dec2020-Fitness Equipment RFP - UC System-wide

Questionnaire Level - Supplier Summary

Questionnaire Name	Questionnaire	Supplier Name	Total Questionnaire	My Score	Total	Questionnaire	QuestionCoverage
Company Information	Commercial	Life Fitness, LLC	4.28	-	30	30	100
Sustainability	Technical	Life Fitness, LLC	2.75	-	18	18	100
Product Overview	Technical	Life Fitness, LLC	3.74	-	18	18	100
Services, Training and Warranty Offerings	Commercial	Life Fitness, LLC	3.73	-	19	19	100
FOR MANUFACTURERS- Pricing	Commercial	Life Fitness, LLC	3.7	-	8	8	100
FOR DEALERS - Pricing	Commercial	Life Fitness, LLC	1.34	-	8	-	0

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Questionnaire Name: *	Company Information
Questionnaire Type:	Commercial
Questionnaire Description:	General company information

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Life Fitness, LLC
General Company Information	1	* Full name; Legal and Trade Name	-	-	Life Fitness, LLC
General Company Information	2	* AuthorizedNegotiator(nameandemail addressofaperson(s) inyourorganizationauthorizedto negotiate contract terms and render binding decisions on contract matters)	-	-	Teresa Linscott Teresa.Linscott@lifefitness.com
General Company Information	3	* Address	-	-	10601 Belmont Avenue, Franklin Park, IL 60131

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Questionnaire Name: *	Company Information
Questionnaire Type:	Commercial
Questionnaire Description:	General company information

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Life Fitness, LLC
General Company Information	4	* Phone Number & Fax Number	-	-	916-205-5378
General Company Information	5	* Website Address	-	-	www.lifefitness.com
General Company Information	6	* Parent Company (if operating as a subsidiary or affiliate)	-	-	Lumos Holdings US Acquisition Co

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Questionnaire Name: *	Company Information
Questionnaire Type:	Commercial
Questionnaire Description:	General company information

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Life Fitness, LLC
General Company Information	7	* Indicate Entity Type; partnership, corporation, individual, etc.	-	-	C Corp, limited liability company
General Company Information	8	* Public or Private Company	-	-	private
General Company Information	9	* Date Company Founded	-	-	1968 under Lifecycle name, then renamed Life Fitness in 1987. Life Fitness grew out of Dr. Keene Dimick's technological marvel. Health club owner Ray Wilson bought the rights to the bike from Dr. Dimick in the early 1970s. Wilson and co-founder Augie Nieto created Lifecycle Inc., which eventually became Life Fitness. Life Fitness hasn't forgotten Dr. Dimick's innovative spirit. For five decades we've crafted state-of-the art cardio and strength equipment that shares some of the DNA of that original Lifecycle. We've taken Dr. Dimick's vision and continuously evolved. It's hard to gauge just much influence the bike has had on today's fitness industry. But the large cardio areas in health clubs certainly would look a lot different if the Lifecycle never came to be. In June of 2019, Life Fitness was purchased by KPS and is now a privately held company.

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Questionnaire Name: *	Company Information
Questionnaire Type:	Commercial
Questionnaire Description:	General company information

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Life Fitness, LLC
General Company Information	10	* State of Incorporation or Formation	-	-	Delaware
General Company Information	11	* List of branch offices or other subordinate elements that will perform or assist in performing work herein	-	-	Our corporate headquarters is located in Franklin Park, IL. Life Fitness has employs field sales and service personnel who remotely nationwide. The Life Fitness Authorized Dealer Network is comprised of 13 dealer locations throughout the US and Canada. These local and regional dealer teams have the capabilities and experience to handle large, complex projects consistently, and ensure complete customer satisfaction. Our dealers bring a wealth of knowledge as many of the upper management have been in the industry for over 20 years an in their respective territories for over 20 years. Since many have been in their geographic locations for so many years, they offer local knowledge, local contacts long standing relationships and other services that may include providing service, preventative maintenance, technical support, and more to satisfy customer projects and high expectations. Our three Platinum Dealers in the US and one in Canada each utilize their own sales and services force. This type of scalability helps our platinum dealers meet the stringent Life Fitness sales quotas required to maintain their preferred status. In fact, the three Platinum Dealers in the US have been so successful in meeting these sales goals that they have been a Life Fitness Family of Brands dealer for over 25 years each, and one of them, Advanced Exercise, covers the UC schools in Southern California. The other 10 dealers maintain a high level of accountability as well– supported closely by Life Fitness – to provide Members with the specific services they require. As experienced business owners, these dealers recognize that they can only be successful by fully meeting our expectation and exceeding their customers' expectations. The entire Life Fitness dealer network is committed to providing Sourcewell Members exemplary service in their local marketplace. We ensure this high level of customer satisfaction by appointing a team of direct Life Fitness liaisons to thoroughly assesses each candidate, including the principal owner(s) of the business and proposed management team, before appointing them as an Authorized Life Fitness Dealer. Once appointed to be part of our Authorized Dealer Program, the Life Fitness team of liaisons monitors performance throughout the year and dealers must meet year end performance goals in order to maintain their accreditation. The Life Fitness liaison management team conducts annual formal sessions with dealer management to identify any training or resource needs. With over 100 dealer representatives in their respective territories, our Life Fitness Dealer team in the US and Canada create exceptional value to our company. They are an integral part of our sales team and play an important role in meeting our sales forecast annually. They also have and will continue to leverage our Sourcewell contract to deliver products and service to its members. Please see attached... **Attached Files :** Dealer Distibution and Factory Maps.pdf
General Company Information	12	* Do you intend to use subcontractors? If yes, provide the name, address, and phone number of any subcontractor that you will obtain via contract to perform any portion of work proposed in this RFP.	-	-	Life Fitness uses approved subcontractors for our delivery and installation services. **Attached Files :** List of LFI providers.xlsx

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Questionnaire Name: *	Company Information
Questionnaire Type:	Commercial
Questionnaire Description:	General company information

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Life Fitness, LLC
General Company Information	13	Do you require background checks of subcontractors? Whattraining do you provide to these subcontractors?	-	-	We require background checks and drug screening. We provide training to all delivery personnel.
Operational Company Information	14	* Do you outsource any administrative services to a third-party provider?If so, provide details.	-	-	No
Operational Company Information	15	* Submit audited financial statements for the past two (2) years in order to establish financial viability.	-	-	Life Fitness a privately held company, and as such we do not not share our annual sales information or Dunn & Bradstreet report as we consider both to be confidential and proprietary information. The requested information can be provided once we have been notified of contract award and an NDA is in place between Omnia, the University of California and Life Fitness.

002295-Dec2020 - Fitness Equipment RFP - UC System-wide

Questionnaire Name: *	Company Information
Questionnaire Type:	Commercial
Questionnaire Description:	General company information

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Life Fitness, LLC
Operational Company Information	16	* Provide your organization's Dun and Bradstreet (DUNS) number.	-	-	11-693-2584
Operational Company Information	17	* Has your organization experienced recent merger or acquisition activity, or has any such pending activity been publicly disclosed? If so, describe, specifically addressing any reorganization or operational changes that would affect your product or services.	-	-	No
Operational Company Information	18	* Are there any recent or anticipated changes in your organizational structure (e.g. key personnel, consolidation of operations, new service centers) that would impact UC. Include a project plan and timeline if applicable.	-	-	no

002295-Dec2020 - Fitness Equipment RFP - UC System-wide

Questionnaire Name: *	Company Information
Questionnaire Type:	Commercial
Questionnaire Description:	General company information

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Life Fitness, LLC
Operational Company Information	19	* Is any litigation pending against your organization?If so, give details.	-	-	No
Operational Company Information	20	* Has your company ever filed for bankruptcy? If so, when and what is the current status of your filing?	-	-	No
Operational Company Information	21	* Provide the following information relative to your current Book of Business: A.) Total Clients B.)Total Clients with similar size as the UC	25.00%	-	A) Over the past 3 years the Life Fitness family of brands have successfully done business with close to 1000 Colleges and Universities spanning all divisions both public and private across the United States. The industries that we serve cover all market segments including but not limited to municipalities, corporations, hospitality, multi housing, military, government, YMCAs, non-profit, and clubs. The client list for all of these markets over the past 50 years would far exceed any of our competitors as we are the largest and most successful fitness manufacture in the industry. B) There are approximately 57 public University Systems across the United states. All of which consist of multiple Universities much like the UC System. Life Fitness has confidently done business with at least one entity in each of the systems throughout the course of our 50 year existence. Some of the systems most similar to the size and scope of the UC system would include but not be limited to The University of Alabama System, The State University System of Florida, The University System of Georgia, University of Illinois System, Indiana University System, Louisiana State University System, University of Michigan, University of North Carolina, University of Texas System, and University of Wisconsin System.

002295-Dec2020 - Fitness Equipment RFP - UC System-wide

Questionnaire Name: *	Company Information
Questionnaire Type:	Commercial
Questionnaire Description:	General company information

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Life Fitness, LLC
Operational Company Information	22	* Describe your company experience with customers in Higher Education and/or academic medical centers. Please also reference your experience withPower 5, collegiate athleticsprograms.	25.00%	-	Life Fitness is the longest standing commercial fitness equipment provider globally. For over (50) years, we have provided premium fitness equipment and services to our customers around the world, here in the US and more specifically in Higher Education, academic medical centers and athletic programs. Life Fitness has equipment divisions that focus on a variety of needs which include cardiovascular, strength training, group training and functional training for the higher education market. Sci Fit specializes in rehab, active ageing, and the disabled; Cybex focuses on medical wellness; and Hammer Strength, a performance division, which focuses on athletics and training. No other fitness equipment supplier has access to these types of products and divisions under one umbrella which it is key to our education customers, academic medical centers, and athletic programs. We have been able to match that portfolio of brands with a combination of incredible products that resonate with users and operators, along with the largest and most experienced sales, service and manufacturing experts in the industry. On our education & athletics team we have account managers that have been in the industry for a combined tenure of over 100 years with experience outfitting multiple Power 5 Athletic performance facilities, and campus recreation facilities around the country. We believe in doing what we do best and surrounding ourselves with partners and colleagues that bring a fresh perspective to our business. Life Fitness has proven that we are not afraid of change, of adapting and becoming more than just a company that manufactures fitness equipment. We feel our greatest value add comes from the fact that we have a very comprehensive product portfolio of core fitness training products with a very powerful reputation for performance and quality. Life Fitness is innovative in the use technology to support our products, such as the On Demand cardio classes across our premium consoles, the Digital Coach instructional video's for strength and athletic training, connected strength and the Halo Fitness cloud for users and operator's. Life Fitness is dedicated to helping students, athletes, and people in general live healthier lives, no matter where they may be.
Operational Company Information	23	* Summarize in 500 words or less the following: why you are a match for UC, how are you a match for other Participating Public Agencies,and why UC should select your organization over your competitors. Emphasize how you are different from your competitors.	25.00%	-	Life Fitness is the longest standing commercial fitness equipment provider globally. We have an unrivaled portfolio of products across all 6 brands, namely Life Fitness, Hammer Strength, Cybex, ICG (indoor cycles), SciFit (special population and active aging), and Brunswick (recreation products). Life Fitness is a forward thinking company with a strong focus on connected fitness (eg, Discover premium tablet consoles, Halo fitness cloud, Digital Coach, Life Fitness On Demand, etc.).
Operational Company Information	24	* If Supplier is a current or previous UC Service Provider, give the agreement term dates, agreement number, contracting department, services provided and agreement revenue of agreement(s) for the prior five (5) years.	-	-	Participation Agreement for NJPA (Sourcewell), Effective 12/19/2017 though 9/30/2020, Purchase of Fitness Equipment, Commodity Manager, Adrian Ferreira Volume to be provided upon award of contract.

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Questionnaire Name: *	Company Information
Questionnaire Type:	Commercial
Questionnaire Description:	General company information

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Life Fitness, LLC
Operational Company Information	25	* Provide the primary contact information for the person responsible for your proposal. Include name, title, address, phone number, and email address.	-	-	Allan Franks, Senior Territory Manager, Northern California (home-office Morgan Hill, CA) 916-205-5378 allan.franks@lifefitness.com Jeremy Wilson, National Sales Manager, Education/Athletics, 9525 Bryn Mawr Ave, Rosemont, IL, 60018, 813-480-4300, jeremy.wilson@lifefitness.com
Operational Company Information	26	* Are any of the members of your Board of Directors, officers, employees, or consultants affiliated with UC?If so, describe the relationship.Are any of these individuals responsible, in whole or in part, for the preparation of your proposal or would they have any decision-making role if your company were awarded the bid?	-	-	no
Operational Company Information	27	* Provide three (3) current client references and two (2) terminated client references.Provide the company name, individual name, title and contact information, and the dates the client is/was active.Priority should be given to California clients.	-	-	1) University of California, Berkeley, 2301 Bancroft Way, Berkeley, CA 94720, Contact: Devin Wicks, Associate Director, 510.643.7158, dwicks@berkeley.edu; 2 San Jose State University, 290 South 7th Street, San Jose, CA 95192, Contact: Caryn Collopy, Director, 408.924.6345, caryn.collopy@sjsu.edu; 3) Stanford University, 341 Galvez Street, Stanford, CA 94305, Contact: Eric Stein, 650.862.4273, elstein@stanford.edu; Over the course of 50 years Life Fitness has been fortunate not to have been terminated as a vendor from any of our municipal accounts and we take great pride in that accomplishment. Since we do not have any terminated customers, an additional two references from other parts of the country will be listed as follows 1) Auburn University, 601 Heisman Drive, Auburn, AL 36849, Contact: Scott Harper, Associate Director, 334-740-7723, psh0006@auburn.edu; 2) Arizona State University, 330 N. 1st Ave, Phoenix, AZ 85003, Contact: Courtney Smith, Associate Director, 602-496-7787, courtney.spivak@asu.edu

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Questionnaire Name: *	Company Information
Questionnaire Type:	Commercial
Questionnaire Description:	General company information

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Life Fitness, LLC
Operational Company Information	28	* Have you provided a detailed response to the national program (Omnia Exhibit A)? Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.	25.00%	Yes; No	Yes
Operational Company Information	29	* Have you reviewedOmnia Partners Exhibit B?The Successful Supplier(s) will be required to sign Exhibit B, OMNIA Partners Administration Agreement. Suppliers should have any reviews required to sign the document prior to submitting a response. Supplier's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.	-	Yes; No	Yes
Operational Company Information	30	Does your firm have additional or separate Service Agreements that are required for the UC or Participating Public Agencies to sign? If so, please attach those documents for review.	-	-	Yes **Attached Files :** Securing Strength Product Acknowledgement v6.pdf

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Questionnaire Name: *	Sustainability
Questionnaire Type:	Technical
Questionnaire Description:	

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTION	Life Fitness, LLC
Company Information	1	Is your company certified in the State of California or other U.S. State as a SBE, DBE, WBE, MBE, VBE, or DVBE? Please submit requisite certification documentation.	5.57%	Small Business Enterprise (SBE); Disadvantaged Business Enterprise (DBE); Women-owned Business Enterprise (WBE); Minority Business Enterprise (MBE); Veteran-owned Business Enterprise (VBE); Disabled Veteran-	Other **Attached Files :** Sustainability Question 1.docx
Company Information	2	Do you have a Corporate Social Responsibility (CSR) statement/policy/code of conduct or equivalent?	5.56%	Yes; No; In Progress	Yes
Company Information	2.1	If Yes ,Is it publicly available?	N/A	-	Yes
Company Information	2.2	If Yes ,Please provide an information link. If not publicly available, please provide a copy with your response.	N/A	-	Please see attachment **Attached Files :** Life Fitness Corporate Social Responsibility Statement 2021.pdf
Company Information	3	How do you monitor/manage your supply chain to ensure that suppliers/providers comply with and support your CSR efforts?	5.56%	-	All of our suppliers/providers are provided with, and expected to comply with, the Life Fitness Supplier Code of Conduct. This document establishes Life Fit responsibilities. See attached.
Company Information	4	Describe how your company supports its employees by providing living wages and benefits.	5.56%	-	At Life Fitness, our employees are our most important asset, that's why we offer employees competitive wages and a package of benefits to promote physic
Company Information	5	Describe your employee healthcare and other benefits provided to your employees.	5.56%	-	We offer healthcare benefits which include comprehensive medical, dental, and vision programs, as well as employee assistance programs to ensure our em top priority.
Company Information	6	Does the company engage only contractors/business partners which adhere to all applicable local, state and federal labor and employment requirements relating to, e.g., wage payment, anti-discrimination/harassment, equal opportunity, family and medical leave, and other applicable provisions?	5.56%	-	We only engage those subcontractors/business partners who meet and adhere to all applicable local, state and federal labor and employment requirements discrimination/harassment, equal opportunity, family and medical leave, and other applicable provisions. We require all of our business partners to adhere t
Company Information	7	Does your company maintain clear diversity goals, such as with regard to women, veterans, and minorities, and engage in active diversity efforts toward recruitment and retention as well as development and advancement? Please provide at least two examples.	5.56%	-	It is the policy of Life Fitness and its divisions to employ qualified persons of the greatest ability without discrimination against any employee or applicant fo or mental disability, national origin, age, transgendered, sexual orientation, status as a protected veteran, or any other protected group status and, further, t advance in employment qualified minorities, women, persons with disabilities, or protected veterans. We reaffirm and reemphasize that this policy applies locations. The Company has established Affirmative Action Plans by which we undertake that: (1) We recruit, hire, train, and promote qualified persons in all job titles, without regard to race, color, sex, physical or mental disability, national origin, a protected group status. (2) We base decisions on employment so as to further the principle of equal employment opportunity. (3) We ensure that employment decisions are in accord with principles of equal employment opportunity by imposing only valid job requirements
Company Information	8	Describe in general terms how your company supports your local community and regional businesses and markets. Provide documents, when available, such as your company's economic policies, specific examples outlining past activities, or other information that describes your company's commitment to supporting these economies.	5.56%	-	We make every effort to ensure that all small and local business have an equitable opportunity.
Company Information	9	What percentage products and services for the company's operation do small and diverse suppliers provide?	5.56%	-	Small Business: 76.1% Small Disadvantaged Business: .5% Women Owned Small Business: 3.5% HubZone Small Business: 1.8% Veteran-Owned Small Business: 1.1%
Company Information	10	Please provide a detailed description of all small and diverse business classifications you track (examples include: Small Business Enterprises, Disadvantaged Business Enterprises, Women-owned Business Enterprises, Service Disabled Veteran-owned Business Enterprises, etc.)	5.56%	-	We track all Small Business Enterprises, Disadvantaged Business Enterprises, Women-owned Business Enterprises, Service Disabled Veteran-owned Business
Operations	11	Describe specifically how your company will incorporate environmentally conscious business practices into the delivery of the requested services of this project. Explain how these results will be reported to the UC.	5.56%	-	See attached Life Fitness Environmental Sustainability 2021
Operations	12	Does your company responsibly dispose of old equipment and electronics at the end of its useful life (i.e., through an e-Steward certified recycling partner, self performed recycling measures)?	5.56%	Yes; No	Yes
Operations	13	Describe your company's ability to reduce impacts from travel and meetings as part of service delivery.	5.56%	-	See attachment Life Fitness Environmental Sustainability 2021
Operations	14	Does your company have a sustainable travel policy that encourages or requires using the lowest impact transport method when multiple options are available?	5.56%	Yes; No	Yes
Operations	15	Does your company have a sustainable travel policy that encourages or requires using public transportation, bicycling, or walking for short-distance trips?	5.56%	Yes; No	Yes

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Questionnaire Name: *	Sustainability
Questionnaire Type:	Technical
Questionnaire Description:	

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTION	Life Fitness, LLC
Operations	16	Does your company provide subsidized public transportation options for all employees, as well as incentivize and facilitate employee participation in other alternative forms of work commuting such as membership in bike-shares, free bicycle parking and shower/locker facilities, etc.?	5.56%	-	Life Fitness has employees who work at our offices, our factories, and from their homes. We allow the latter whenever possible. Responsible decisions are environmental sustainability as well as cost-savings and physical health.
Operations	17	Is your company an EPA registered SmartWay Partner or Affiliate (https://www.epa.gov/smartway/meet-smartway-partners-and-affiliates), or do you work with companies who are registered? Provide a link certifying your affiliation	5.56%	-	Life Fitness is not EPA SmartWay certified.
Operations	18	The UC has a ban on the procurement of expanded plastic foam materials (such as Expanded Polystyrene (EPS), Expanded Polyethylene (EPE), Expanded Polyurethane and expanded plastic foam hybrids) other than those used for medical or laboratory supply, by 2020. Please describe your company's current utilization of these materials in its packaging, and how your company	5.56%	-	Life Fitness's packaging is 90% recyclable and our corrugate is 100% recyclable and is done so upon installation. We are currently in the process of redesignir as we look to build our products in a more completed state. This means less waste including corrugate, plastic bags, foam, etc. and also less transportation c above, another initiative in the packaging redesign effort is to develop reusable materials in support of sustainability. This program was launched earlier in 2

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Questionnaire Name: *	Product Overview
Questionnaire Type:	Technical
Questionnaire Description:	Questions focused on product offering, specifications, as well as pricing.

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Life Fitness, LLC
-	1	Does your firm's experience and offering typically focus on general fitness equipment,high performing athletes or both?	7.14%	Recreation/General Fitness Focus; High Performing Athlete Focus; Both	Both
-	2	Provide a count of equipment models your firm can offer focused around cardio and strength training for recreational gyms,high performing collegiate athletes or both. Please enter quantities for model counts under respective category columnsor the both	7.15%	Selectorized - Recreational Equipment	See product line attachments for Life Fitness, Hammer Strength, Cybex, and SciFit
-	2	Provide a count of equipment models your firm can offer focused around cardio and strength training for recreational gyms,high performing collegiate athletes or both. Please enter quantities for model counts under respective category columnsor the both	7.15%	Selectorized - High Performing Athlete Equipment	See product line attachments for Life Fitness, Hammer Strength, Cybex, and SciFit
-	2	Provide a count of equipment models your firm can offer focused around cardio and strength training for recreational gyms,high performing collegiate athletes or both. Please enter quantities for model counts under respective category columnsor the both	7.15%	Selectorized - Both	Family of Brands: LF & Cybex suited for rec, Hammer Strength suited for athletics, over 100 combined
-	2	Provide a count of equipment models your firm can offer focused around cardio and strength training for recreational gyms,high performing collegiate athletes or both. Please enter quantities for model counts under respective category columnsor the both	7.15%	Plate Loaded - Recreational Equipment	See product line attachments for Life Fitness, Hammer Strength, Cybex, and SciFit
-	2	Provide a count of equipment models your firm can offer focused around cardio and strength training for recreational gyms,high performing collegiate athletes or both. Please enter quantities for model counts under respective category columnsor the both	7.15%	Plate Loaded - High Performing Athlete Equipment	See product line attachments for Life Fitness, Hammer Strength, Cybex, and SciFit

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Questionnaire Name: *	Product Overview
Questionnaire Type:	Technical
Questionnaire Description:	Questions focused on product offering, specifications, as well as pricing.

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Life Fitness, LLC
-	2	Provide a count of equipment models your firm can offer focused around cardio and strength training for recreational gyms,high performing collegiate athletes or both. Please enter quantities for model counts under respective category columnsor the both	7.15%	Plate Loaded - Both	Family of Brands: LF & Cybex suited for rec, Hammer Strength suited for athletics, over 50 combined
-	2	Provide a count of equipment models your firm can offer focused around cardio and strength training for recreational gyms,high performing collegiate athletes or both. Please enter quantities for model counts under respective category columnsor the both	7.15%	Free Weight - Recreational Equipment	See product line attachments for Life Fitness, Hammer Strength, Cybex, and SciFit
-	2	Provide a count of equipment models your firm can offer focused around cardio and strength training for recreational gyms,high performing collegiate athletes or both. Please enter quantities for model counts under respective category columnsor the both	7.15%	Free Weight - High Performing Athlete Equipment	See product line attachments for Life Fitness, Hammer Strength, Cybex, and SciFit
-	2	Provide a count of equipment models your firm can offer focused around cardio and strength training for recreational gyms,high performing collegiate athletes or both. Please enter quantities for model counts under respective category columnsor the both	7.15%	Free Weight - Both	Hundreds of Hammer Strength branded dumbbells, Olympic standard & bumper plates, fixed barbells, etc
-	2	Provide a count of equipment models your firm can offer focused around cardio and strength training for recreational gyms,high performing collegiate athletes or both. Please enter quantities for model counts under respective category columnsor the both	7.15%	Cable - Recreational Equipment	See product line attachments for Life Fitness, Hammer Strength, Cybex, and SciFit

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Questionnaire Name: *	Product Overview
Questionnaire Type:	Technical
Questionnaire Description:	Questions focused on product offering, specifications, as well as pricing.

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Life Fitness, LLC
-	2	Provide a count of equipment models your firm can offer focused around cardio and strength training for recreational gyms,high performing collegiate athletes or both. Please enter quantities for model counts under respective category columnsor the both	7.15%	Cable - High Performing Athlete Equipment	See product line attachments for Life Fitness, Hammer Strength, Cybex, and SciFit
-	2	Provide a count of equipment models your firm can offer focused around cardio and strength training for recreational gyms,high performing collegiate athletes or both. Please enter quantities for model counts under respective category columnsor the both	7.15%	Cable - Both	Numerous cable motion configurations across DAPs, MJs, Synrgy systems, selectorized, Hammer racks
-	2	Provide a count of equipment models your firm can offer focused around cardio and strength training for recreational gyms,high performing collegiate athletes or both. Please enter quantities for model counts under respective category columnsor the both	7.15%	Functional Training Accessories - Recreational Equipment	See product line attachments for Life Fitness, Hammer Strength, Cybex, and SciFit
-	2	Provide a count of equipment models your firm can offer focused around cardio and strength training for recreational gyms,high performing collegiate athletes or both. Please enter quantities for model counts under respective category columnsor the both	7.15%	Functional Training Accessories - High Performing Athlete Equipment	See product line attachments for Life Fitness, Hammer Strength, Cybex, and SciFit
-	2	Provide a count of equipment models your firm can offer focused around cardio and strength training for recreational gyms,high performing collegiate athletes or both. Please enter quantities for model counts under respective category columnsor the both	7.15%	Functional Training Accessories - Both	Hundreds of LF and Hammer branded kettlebells, balls, bands, plyo boxes, ropes, mats, rollers, etc.

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Questionnaire Name: *	Product Overview
Questionnaire Type:	Technical
Questionnaire Description:	Questions focused on product offering, specifications, as well as pricing.

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Life Fitness, LLC
-	2	Provide a count of equipment models your firm can offer focused around cardio and strength training for recreational gyms,high performing collegiate athletes or both. Please enter quantities for model counts under respective category columnsor the both	7.15%	Cardio - Recreational Equipment	See product line attachments for Life Fitness, Hammer Strength, Cybex, and SciFit
-	2	Provide a count of equipment models your firm can offer focused around cardio and strength training for recreational gyms,high performing collegiate athletes or both. Please enter quantities for model counts under respective category columnsor the both	7.15%	Cardio - High Performing Athlete Equipment	See product line attachments for Life Fitness, Hammer Strength, Cybex, and SciFit
-	2	Provide a count of equipment models your firm can offer focused around cardio and strength training for recreational gyms,high performing collegiate athletes or both. Please enter quantities for model counts under respective category columnsor the both	7.15%	Cardio - Both	Over 100 across brands (LF, Cybex, SciFit, Hammer) and bases (treads, bikes, etc.) and consoles
-	3	Will your firm provide the UC a discount off list or specific pricing per product? (Please provide details in the Pricing Questionnaire)	7.14%	Percentage discount off list; Catalog style, discounted pricing, with retail listed along side; A mixture of percentage discount and	Percentage discount off list
-	4	What gauge steel do your products utilize for strength training equipment?	7.14%	-	7-11
-	5	What parts are the most commonly replaced pieces on your equipment?	-	-	upholstery pads, cables, treadmill belts
-	6	What is the lead time for the aforementioned commonly replaced parts?	-	-	days to weeks depending on the part
-	7	Are there any product lines in your portfolio that the University should be aware of with upcoming updates or	-	-	no
-	8	What specifications with your product offeringshave provided potential ownership challenges in the past (technological, structural, user experience)?	7.14%	-	certain strength products require bolt to concrete which can limit application in certain facilities
-	9	Please designate which ASTM standards your company complies with.	7.14%	-	all

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Questionnaire Name: *	Product Overview
Questionnaire Type:	Technical
Questionnaire Description:	Questions focused on product offering, specifications, as well as pricing.

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Life Fitness, LLC
-	10	Dueto varying campus constraints in the UC system, can all of your equipment offerings be delivered on a box style truck with a lift gate? If not, which products would require a loading dock to be	7.14%	-	Yes, our installers utilize box trucks with lift gates. Loading docks not required.
-	11	For equipment with padding or cushions, how often do those pieces need to be	7.14%	-	anywhere from a year to ten years depending on usage and pad type
-	12	Are your products domestically manufactured?	7.14%	-	yes, Owatonna, MN and Falmouth, KY
-	13	Which products in your offering are your highest selling units?	7.14%	-	LF Discover SE3HD cardio, Hammer benches & racks
-	14	For those highest selling units, what are their respective life cycles for ownership (in	7.14%	-	for cardio most customer refresh every 5-8 years, for strength it's more like 8-12 years
-	15	What recommendations do you have for UC when evaluating similar equipment that your competitors may offer?	-	-	open vs closed platforms for connected fitness, Hammer Strength prevalence in Pro and D1 athletics
-	16	When technology is present, does your product offering have a remote, over-the-air, software update process? If so, please list which products	7.14%	-	SE3HD premium tablet consoles, Digital Coach
-	17	What types of ancillary costs have come up for your clients in your firm's experience around the installation/utilization of your products? (i.e. re-drilling of slab connections, structural	7.14%	-	infrastructure requirements, namely power and data
-	18	What products in your offering are customizable to client needs? Provide a count of models and options that are typically	7.14%	-	Hammer racks, LF Synrgy90/180/360 systems, and Cybex PowerPlay (ordering guides and 3Ds available)

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Questionnaire Name: *	Services, Training and Warranty Offerings
Questionnaire Type:	Commercial
Questionnaire Description:	Questions focused on firm's ability to provide equipment timely, service equipment, offer client training and warranty products.

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Life Fitness, LLC
-	1	In confirming a long term partnership with the UC, what is the turnover rate for employees in your company or assigned dealers, both in the sales and service areas?	6.68%	-	Most direct/dealer sales reps and service techs stay for 10+ yrs (A Franks, J Zavala, E Hillestad..)
-	2	What product-specific training is offered to your employees or assigned dealers when they begin working with your organization?	-	-	2-weeks at onboarding then routine online/in-person trainings
-	3	What product-specific training is offered to clients for new product introductions? Would demonstration periods be included with this training?	6.67%	-	Online/on-site with market research, visuals, specs, etc. Consignments available for most products.
-	4	Describe the on-site training available to UC employees upon delivery of new equipment. (Representative-conducted training sessions, videos, on-line training, manufacturer training, manuals,	6.67%	-	on-site/online in-service product trainings are standard at no additional cost, unlimited support
-	5	What are your firm's expectations of UC employees who will be responsible for operating and maintaining your	-	-	safety and proper use are paramount, reach out when uncertain about any operation or maintenance
-	6	Are there any technological or structural requirements of the buildings your equipment will be placed in? Such requirements could be reinforced foundations, high impact flooring, high-speed internet access (please state hardwire or wifi requirements), or others the UC should be aware of. Responses do not have to be model specific (i.e. "All equipment requires	-	-	some strength requires bolt to concrete, some cardio is optimized with high-speed internet
-	7	What is your company's process for coordinating the repair of equipment still under	6.67%	-	call or email LF customer support with serial number and brief description of problem
-	8	What is your company's process forrepairs that occur after the expiration of a	6.67%	-	call or email LF customer support with serial number and brief description of problem
-	9	What is the timeline for replacement equipment that fails under normal operating conditions? What factors contribute to these timelines?	6.67%	-	production lead times apply to certain products that are made to order
-	10	Does your firm offer an on site parts library for all equipment in your portfolio, thata self maintaining department could utilize? If yes, please describe that	6.67%	-	LFtechsupport.com, register for full access and support

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Questionnaire Name: *	Services, Training and Warranty Offerings
Questionnaire Type:	Commercial
Questionnaire Description:	Questions focused on firm's ability to provide equipment timely, service equipment, offer client training and warranty products.

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Life Fitness, LLC
-	11	It is required that your firm (either direct or via manufacturer) provide a minimum 5 year warranty on your equipment.What are the requirements around that	6.67%	-	warranties vary by product category, customer may purchase extended warranties
-	12	Is your firm willing to negotiate at a department level on warranty and servicing options?	6.67%	Yes; No	Yes
-	13	Does your company offer a trade-in or buy back program?	6.67%	Yes; No	Yes
-	13.1	If Yes ,What is your process for determining the trade-in value given to customers for the equipment that is selected?	N/A	-	local field sales works with local dealers for trade-in at fair market value at time of transaction
-	14	What is your firm's process for the take-back and refurbishment or recycling of parts at the end of its useful life? Please state whether this is inclusive of your sustainability programs provided under the Sustainability Category or whether this is a	6.67%	-	see our attachment in the sustainability section
-	15	Do you offer your entire product line for quick delivery? If not, which items are available for quick ship?	-	-	many products are made to order, many standard products are stocked
-	16	Does your company provide general quarterly business reviews? Please specify what type of information is included in your business reviews	6.67%	-	Yes, we conduct and issue monthly "Competitive & Industry Intelligence"
-	17	Can your firm provide certification for UC employees on your equipment? Are the certificationsfocused on user training or maintenance training?	6.67%	-	Yes for maintenance training. User training is informal and always available.
-	18	Have you had any warranty contract cancellations in the last 3 years? If so, why?	6.67%	-	no
-	19	What type of product delivery logistics does your firm utilize?	6.67%	-	from factory to regional warehouse for scheduling with POC then professional delivery & installation

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Questionnaire Name: *	FOR MANUFACTURERS- Pricing
Questionnaire Type:	Commercial
Questionnaire Description:	Detailed pricing or simple discount off list for products and services

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Life Fitness, LLC
-	1	If submitting product specific pricing, please provide a listing of retail and discounted pricing offered for each piece of equipment under the scope of this RFP (Cardio and Strength Training Equipment). Your firm can choose to offer a contracted price **OR**acontracted percent discount.**If preferred, please upload a document showing listed pricing for each piece of equipment.**	12.50%	Model Name / Number	1.See attached contracted discount percentage table by product category
-	1	If submitting product specific pricing, please provide a listing of retail and discounted pricing offered for each piece of equipment under the scope of this RFP (Cardio and Strength Training Equipment). Your firm can choose to offer a contracted price **OR**acontracted percent discount.**If preferred, please upload a document showing listed pricing for each piece of equipment.**	12.50%	Retail Price	1.See attached contracted discount percentage table by product category
-	1	If submitting product specific pricing, please provide a listing of retail and discounted pricing offered for each piece of equipment under the scope of this RFP (Cardio and Strength Training Equipment). Your firm can choose to offer a contracted price **OR**acontracted percent discount.**If preferred, please upload a document showing listed pricing for each piece of equipment.**	12.50%	UC Discount Price	1.See attached contracted discount percentage table by product category
-	1	If submitting product specific pricing, please provide a listing of retail and discounted pricing offered for each piece of equipment under the scope of this RFP (Cardio and Strength Training Equipment). Your firm can choose to offer a contracted price **OR**acontracted percent discount.**If preferred, please upload a document showing listed pricing for each piece of equipment.**	12.50%	Percentage Discount	1.See attached contracted discount percentage table by product category
-	2	If providing a percent (%) discount off retail, please state the discount in general or by specific category listed below.	12.50%	General Discount	1.See attached contracted discount percentage table by product category
-	2	If providing a percent (%) discount off retail, please state the discount in general or by specific category listed below.	12.50%	Equipment Discount	1.See attached contracted discount percentage table by product category
-	2	If providing a percent (%) discount off retail, please state the discount in general or by specific category listed below.	12.50%	Parts Discount	1.N/A
-	2	If providing a percent (%) discount off retail, please state the discount in general or by specific category listed below.	12.50%	Service Discount	1.N/A

UNIVERSITY OF CALIFORNIA

Sustainable Procurement Guidelines

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Glossary

The below definitions are copied directly from the UC Sustainable Practices Policy for reference, unless noted otherwise.

Addressable Spend: Spend that can be impacted through sourcing activities. For the purposes of this policy, addressable spend relates to the spend within a specific product or service category.

Catalog: A catalog is representative of a supplier's product information. A catalog is implemented in one of two formats: 1) through a hosted catalog or 2) through a punch-out catalog. See definitions for Hosted Catalog and Punch Out Catalog for more information. This definition is provided for clarification within the Guidelines and is not defined within the UC Sustainable Practices Policy.

Economically and Socially Responsible (EaSR) Spend: Spend on products or services supplied by a business holding one of the UC-recognized certifications listed the UC Sustainable Procurement Guidelines.

Environmentally preferable products: Designation for those products whose manufacture, use, and disposal results in relatively less environmental harm than comparable products.

Expanded Polystyrene (EPS): As defined by the City of San Francisco, blown polystyrene and expanded and extruded foams which are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including but not limited to, fusion of polymer spheres (expanded bead polystyrene), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Full Time Equivalent (FTE): A full-time equivalent employee is the hours worked by one employee on a full-time basis and can be used to convert the hours worked by several part-time employees into the hours worked by full-time employees. A full-time employee is assumed to work 40 hours in a standard week.

Green Spend: Spend on products meeting the UC "Preferred Level" of environmental sustainability criteria as laid out in the UC Sustainable Procurement Guidelines.

Hosted Catalog: As defined in the JAGGAER technical manual, in simplest terms, a hosted catalog is an online version of a supplier's printed catalog. Hosted catalogs contain product data and details, along with pricing information for each item. When a product search is performed, the products in all of the hosted catalogs are searched. Hosted catalog search results contain product information from all suppliers depending on the search criteria entered by the user. This definition is provided for clarification within the Guidelines and is not defined within the UC Sustainable Practices Policy.

LEED™: Leadership in Energy and Environmental Design. LEED is a registered trademark of the U.S. Green Building Council (USGBC). This trademark applies to all occurrences of LEED in this document. LEED is a green building rating system developed and administered by the non-profit U.S. Green Building Council. The four levels of LEED certification, from lowest to highest, are Certified, Silver, Gold, and Platinum. LEED has several rating systems. This Policy refers to the following rating systems:

LEED for Interior Design and Construction (LEED-ID+C) for renovation projects;

LEED for Building Operations and Maintenance (LEED-O+M) for the ongoing operational and maintenance practices in buildings; and,

LEED for Building Design and Construction (LEED-BD+C) for new buildings and major renovations of existing buildings.

Location: As used in this Guidelines document, means any or all campuses. At this time, it does not include UC Health locations or the Lawrence Berkeley National Laboratory. This definition is provided for clarification within the Guidelines and defined differently within the UC Sustainable Practices Policy.

Packaging Foam: Any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including but not limited to: Ethylene-vinyl acetate (EVA) foam, Low-density polyethylene (LDPE) foam, Polychloroprene foam (Neoprene), Polypropylene (PP) foam, Polystyrene (PS) foam (including expanded polystyrene (EPS), extruded polystyrene foam (XPS) and polystyrene paper (PSP)), Polyurethane (PU) foams, Polyethylene foams, Polyvinyl chloride (PVC) foam, and Microcellular foam. Not included is easily biodegradable, plant-based foams such as those derived from corn or mushrooms.

Policy Exception Authority: The responsible authority for granting exceptions to items III.G.5.a. and V.G.7. in the Sustainable Procurement sections of the UC Sustainable Practices Policy will be the Chief Procurement Officer for a non-UC Health systemwide or Office of the President contract and otherwise by the senior procurement officer of the campus.

Punch Out Catalog: Modified from the JAGGAER technical manual, punch-out catalogs are integrated external links to a supplier's web-based catalog. The user exits the UC's eprocurement site to search and select products from a supplier's web catalog, then returns the items to the UC's eprocurement shopping cart. The selected items are then submitted through the standard requisition/order process. This definition is provided for clarification within the Guidelines and is not defined within the UC Sustainable Practices Policy.

Required Level Green Spend criteria: The minimum certification standard required for a product or service category. Required Level Green Spend criteria is laid out in the UC Sustainable Procurement Guidelines.

Solicitation: The process of seeking information, bid proposals, and quotations from suppliers.

Sustainable Practices Policy: Refers to the University of California Sustainable Practices Policy, Governed by the UC Sustainability Steering Committee.

Sustainable Procurement: [Modified from the UK Government's Sustainable Procurement Task Force (2012)] Purchasing that takes into account the economic, environmental and socially responsible requirements of an entity's spending. Sustainable Procurement allows organizations to procure their goods and services in a way that achieves value for money on a whole-life basis in terms of generating benefits not only to the organization, but also to society and the economy, while remaining within the carrying capacity of the environment.

Sustainable Procurement Working Group (SPWG): Is the working group charged with improving the integration of sustainable principles and practices into the UC's procurement practices. The SPWG recommends changes to this document to the UC Procurement Leadership Council, and changes to the UC Sustainable Practices Policy to both the UC Procurement Leadership Council and UC Sustainability Steering Committee. See definitions for UC Procurement Leadership Council and UC Sustainability Steering Committee for more information. This definition is provided for clarification within the Guidelines and is not defined within the UC Sustainable Practices Policy.

Sustainable Spend: The intersection of Green and Economically and Socially Responsible (EaSR) Spend. UC Sustainable Spend is defined as spend that meets the criteria and requirements for Green Spend as well as EaSR Spend as laid out in the UC Sustainable Procurement Guidelines.

Total Cost of Ownership (TCO): An analysis of cost that considers not only purchase price, but also any costs associated with the acquisition, use, and disposal of the product. These costs may include some or all of the following: freight, taxes and fees, installation, operation/energy use, maintenance, warranty, collection, end-of-life disposal or recycling, as well as social or environmental costs, such as the cost of purchasing pollution offsets or monitoring labor practices.

UC Procurement Leadership Council (PLC): Is the system wide leadership council, composed of the Chief Procurement Officer (or equivalent) at each UC campus, charged with developing the overall strategic direction for the UC Procurement Services program that enables the organization to align objectives, initiatives, and projects to deliver on system wide procurement and supply chain initiatives. The PLC is ultimately responsible for the approval of changes and updates to this document. This definition is provided for clarification within the Guidelines and is not defined within the UC Sustainable Practices Policy. This definition is provided for clarification within the Guidelines and is not defined within the UC Sustainable Practices Policy.

UC Sustainability Steering Committee: Is the UC system wide committee charged with overseeing updates to and progress against the UC Sustainable Practices Policy. This definition is provided for clarification within the Guidelines and is not defined within the UC Sustainable Practices Policy.

1. Introduction and Document Purpose

The University of California's Sustainable Procurement Guidelines ("Guidelines") lay out the minimum sustainability requirements for products and services purchased by the University of California and identify those product attributes that are strongly preferred, if not mandatory.

The University of California's Sustainable Procurement Guidelines act as a companion to the Sustainable Procurement Policy and Procedure Sections of the UC Sustainable Practices Policy.

In general terms, the UC Sustainable Practices Policy outlines the University's targets for sustainable procurement as well as requirements for UC sustainable procurement practices, that is the activities of University of California buyers as they relate to sustainable procurement. This Guidelines document breaks down what the University considers to be sustainable at the product, product category, service or industry level.

The UC Sustainable Practices Policy prioritizes waste reduction in the following order: reduce, reuse, and then recycle. Accordingly, sustainable procurement should look to reduce unnecessary purchasing first, then prioritize purchase of surplus or multiple use products, before looking at recyclable, compostable, or otherwise sustainable products.

2. Document Guide

These Guidelines are intended to be used by the following parties, for the following purposes:

1. University of California, Office of the President, Strategic Sourcing Centers of Excellence and University Campus Procurement Services Departments (not including UC Health locations or the Lawrence Berkeley National Laboratory)
    a. To educate personnel purchasing on behalf of the University on Required and Preferred Green (environmentally) and Economically and Socially Responsible (EaSR) sustainability criteria to be included in solicitation specifications and reporting.
    b. To negotiate better pricing for products and services meeting the criteria described throughout these Guidelines and the Sustainable Practices Policy over traditional products and services, where opportunities exist.
    c. To develop language and specifications for solicitations stating that product and service offerings meeting the criteria described in these Guidelines will be required where they exist.
2. Department Level Buyers
    a. To educate personnel purchasing on behalf of the University on Required and Preferred environmental (Green) and Economically and Socially Responsible (EaSR) sustainability criteria when making purchasing decisions.

3. Reporting

Reporting will be required in line with the University of California sustainable purchasing targets and reporting requirements as outlined in the Sustainable Practices Policy (see III. Policy Text, G. Sustainable Procurement; V. Procedures, G. Sustainable Procurement). Reporting will be based on the percent spend in each of the following categories out of the total addressable spend. Reporting will commence by product or service category based on instruction in the sections below.

1. Green (environmentally preferable) Spend
2. Economically and Socially Responsible (EaSR) Spend
3. Sustainable Spend (the intersection of Green and EaSR Spend)

Clarification on each of these spend categories can be found in the sections below.

4. Green Spend

Green Spend is defined as spend on products meeting the UC Preferred Level of environmental sustainability criteria (see Table 1 below). The percentage of Green Spend is calculated using the following methodology, for a given product category over a particular period of time:

$$\frac{\text{Total spend on items meeting Preferred Level criteria in a given product category}}{\text{Total Addressable Spend in a given category}} \times 100$$

For example, the percent Green Spend calculation for computer electronics for Fiscal Year 16/17 is:

$$\frac{\text{Total Spend on EPEAT Gold registered computers during FY 16/17}}{\text{Total Addressable Spend on computers during FY 16/17}} \times 100$$

In addition to the above calculations, campuses may also calculate the "Dollar not Spent" to add to their overall Green Spend percentage. Please note that calculating the "Dollar not Spent" for an individual campus is optional and not required as part of a sites annual Green Spend reporting. Please see **Appendix I – The "Dollar not Spent" and Green Spend** to find more information on the various allowable methodologies to calculate the "Dollar not Spent."

A. Green Spend General Criteria

Some Green (environmental) sustainability criteria are applicable across all, or a large number of different product or service categories. The following criteria must be applied to all applicable categories, and included in the specifications for all relevant solicitations and contracts.

1. ENERGY STAR® and WaterSense® certified products are required across all applicable product categories where price comparable (based on a total cost of ownership assessment) and consistent with the needs of University researchers, faculty, and staff.
2. Products and packaging shall be free of hazardous additives, including those mixed into the product and those used as surface treatments, unless no feasible alternative exists, and it is determined that the benefit outweighs the risk. Products and packaging must meet all eleven of the Kaiser Permanente Chemicals of Concern Criteria, including, but not limited to.
    a. Cadmium, mercury, lead, hexavalent chromium, polybrominated biphenyls, and polybrominated diphenyl ethers - All homogenous electronic parts are compliant with all European Union Restriction of the Use of Certain Hazardous Substances (EU RoHS) Directive's restricted limits (excluding exemptions).
    b. Polyvinyl chloride (PVC)
    c. Prop 65 Chemicals - Does not contain intentionally added chemicals listed by the State of California to cause cancer, birth defects, or reproductive harm that require warning or are prohibited from release to the environment under the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65). If contains Prop 65 chemicals, supplier must disclose Chemical Abstracts Service (CAS) #'s.
    d. Persistent, bioaccumulative and toxic chemicals (PBTs) - All homogeneous materials must contain less than 1000 ppm of PBTs.
    e. Organohalogen-based chemicals (bromine, chlorine, fluorine, and iodine)
    f. Antimicrobial/antibacterial agents[1] - Does not contain intentionally added antimicrobial/antibacterial agents to reduce surface pathogens.

B. Category Specific Criteria

Table 1 outlines the environmental sustainability criteria the University uses to define a given product category as "Green," for purposes of identifying products in hosted and punchout catalogs, and for calculating and reporting on Green and Sustainable Spend.

Recognized Certifications - These are reputable third party certifications the UC recognizes for identifying products that may have a reduced impact on humans and/or the environment. At a location's discretion, products with these certifications can be flagged as "light green" in hosted and punchout catalogs.

Required Level - These are the minimum mandatory requirements for each product category, which should be included in all relevant bid solicitations. Products and services that fall into these categories but do not meet these minimum requirements will not be listed in UC product catalogs except with the express request of campuses. Products in a given category must meet

[1] This includes hand and dish soaps labelled as antibacterial, except where required for use in hospitals and food service settings. Antimicrobials added to raw materials for the sole purpose of preserving the product are exempt, with the exception of triclosan and triclocarban which are explicitly prohibited.

all required level criteria listed, unless otherwise noted (e.g. if Energy Star and EPEAT Silver are listed, product must have both certifications).

Preferred Level - The Preferred Level of criteria is used for calculating Green and Sustainable Spend (see Section 6 below). At a location's discretion products meeting these criteria may be labelled as "dark green" in hosted and punchout catalogs, and shall be given preference during evaluation in all relevant bid opportunities, where price comparable (based on a total cost of ownership assessment) and consistent with the needs of University researchers, faculty, and staff. Products must meet all applicable Required Level criteria to qualify for Preferred Level criteria.

Table 1 - Category Specific Green Spend Criteria

Product or Service Category	**Recognized Certifications and Standards**	**Required Level** (minimum mandatory requirements)	**Preferred Level**
Electronics	ENERGY STAR ®	ENERGY STAR ®	ENERGY STAR ®
	EPEAT	EPEAT Bronze	EPEAT Gold
Cleaning Supplies	Green Seal	A minimum of 25% of purchases are certified by one of the recognized certifications	At least 75% of purchases are certified by of the recognized certifications
	UL Ecologo		
	EPA Safer Choice		
	FSC (for janitorial paper products)		
Office Supplies			
Copy Paper	FSC Recycled	A minimum of 30% PCRC or agricultural residue content (or GS-07 certified)	100% PCRC or agricultural residue content, or FSC Recycled labelled, with additional preference for paper that is PCF
	Post-consumer recycled content (PCRC)		
	Processed Chlorine Free (PCF)[2]		
	Green Seal (GS-07)		

[2] http://www.calrecycle.ca.gov/paper/chlorinefree/default.htm

	Agricultural residue[3] content		
Paper Office Supplies (other than copy paper)	FSC - Chain of Custody	A minimum of 30% PCRC[4]	100% recycled content with minimum 50% PCRC; 90% PCRC wire components; water-based or plant-based adhesives; and additional preference for PCF, FSC, and/or SFI labelled products[5]
	Sustainable Forestry Initiative (SFI)		
	Post consumer recycled content (PCRC)		
	Total recycled content		
	Processed Chlorine Free (PCF)		
	Green Seal (GS-07)		
Non-paper Office Supplies	Post-consumer recycled content (PCRC)	Meets the minimum CPG recycled-content levels for Non-Paper Office Products, and a minimum 30% recycled content for all writing utensils (dry-erase markers, highlighters, markers, pens, and pencils) or other plastic-based accessories	Meets the recycled content specifications in the Preferred EPP Specifications as listed by the Northeast Recycling Council (NERC), and free of antimicrobial coatings
	Total recycled content		
	Non-antimicrobial		
	EPA Comprehensive Procurement Guidelines (CPG)		
	Northeast Recycling Council (NERC) Model EPP Specifications and Purchasing Guidelines for Office Supplies		
Toner	Remanufactured[6]	Meets one of the	Meets both of the

[3] Must come from sustainably grown and harvested, non-GMO sources that do not replace forest stands or food crops

[4] Aligns with CA Department of General Services (DGS) Purchasing Standard DGS-441200-A for Paper Product Office Supplies and Northeast Recycling Council (NERC) Model EPP Specifications and Purchasing Guidelines for Office Supplies

[5] Modelled from Northeast Recycling Council's Preferred EPP Specifications for Paper Office Supplies

[6] Shall meet the State of California's Specifications for Remanufactured Toner and Ink Cartridges: https://www.documents.dgs.ca.gov/pd/epp/goods/officesupplies/inktonercartridges/20140902_Ink_Toner_Engineering_Spec.pdf

	High yield	recognized standards	recognized standards
Indoor Furniture	GREENGUARD Gold	Must meet all of the following: • GREENGUARD Gold or SCS Indoor Advantage Gold • Free of the 6 classes of chemicals of concern as described in Section 7.E.	Must have at least one of the following additional certifications: • BIFMA Level certified (preference for 2 or 3) • C2C Certified (preference for Silver or Gold) • HHI compliant with published product list on their website • FSC Certified wood • Textiles certified by one of the recognized certifications • Complete HPD • Complete Declare label
	SCS Indoor Advantage Gold		
	Cradle to Cradle (C2C)		
	BIFMA Level		
	Meets the Healthier Hospitals Initiative (HHI) Safer Chemicals Challenge and is listed on the Healthier Hospitals Healthy Interiors Goal website		
	FSC (for products containing wood)		
	Textile certifications: • GOTS • Standard 100 by Oeko-Tex • STeP by Oeko-Tex • Cradle to Cradle • Facts		
	Health Product Declaration (HPD)		
	Declare Label		
Compostable Food Service Ware	Biodegradable Products Institute (BPI)	Certified Compostable by BPI or GS-35, or made 100% from uncoated, unlined, obviously plant-based material, and appears on the Cedar Grove Accepted Items List	Meets additional criteria as described in the Compostable Food Service Ware section below
	Green Seal GS-35		
	Cedar Grove Accepted Items List for Commercial Compostability		
Water Appliances/ Fixtures	WaterSense®	WaterSense® Certified	WaterSense® Certified

5. Economically and Socially Responsible Spend

Economically and Socially Responsible ("EaSR") Spend is defined as spend on products or services supplied by a business holding at least one of the UC-recognized classifications or certifications listed below. Recognized Certifications and Standards, listed in Table 2 below, outline the certifications and criteria that the University uses to define "EaSR" spend. Table 2 also includes a category for Preferred Certifications, which are certifications offered by California government agencies and/or of CA-based businesses. Currently there is no goal set for spend with suppliers meeting Preferred Certification standards.

The percentage of EaSR Spend is calculated using the following methodology, for a particular time horizon:

$$\frac{\text{Spend on products or services from a business that holds a UC-recognized EaSR certification}}{\text{Total Addressable Spend}} \times 100$$

A. EaSR Spend Criteria

Expenditures on products supplied by businesses holding at least one of the UC-recognized certifications and standards outlined under Recognized Certifications and Standards, see Table 2 below, will be considered EaSR Spend for the purposes of calculating the percent EaSR and Sustainable Spend.

Recognized Certifications and Standards - These are reputable government or nationally recognized certifications and criteria the UC recognizes for identifying suppliers that may have a positive impact on society and/or the economy. Suppliers with these certifications should be flagged as a color or symbol differentiated like 'green spend' such as yellow in hosted and punchout catalogs.

Preferred Certifications - These are reputable government or nationally recognized certifications and criteria the UC recognizes for identifying suppliers that may have a positive impact on society and/or the economy within California specifically. Suppliers with these certifications should be flagged as a color or symbol differentiated like 'green spend' such as yellow in hosted and punchout catalogs.

Table 2 - EaSR Spend Criteria

Business Classification	Recognized Certifications and Standards	Preferred Certifications
Small Business Enterprise	All government agency certifications and accepted third party certifiers such as: ● SBA-approved Third Party Certifiers Note that self-certification in SAM is	CA DGS certification or California state or local agency certification HUBZone certified

	accepted as well as any other small business certifications that also certify a businesses status as socially and economically disadvantaged such as (WOSB, SDVOSB, DBE, etc.)	SBA 8(a)
Disadvantaged Business Enterprise	All government agency certifications	All government agency certifications accepted, but principal office of business must be located in California and owners (officers, if a corporation) domiciled in CA.
Women-owned Business Enterprise	All government agency certifications	All government agency certifications accepted, but principal office of business must be located in California and owners (officers, if a corporation) domiciled in CA.
Minority Business Enterprise	All federal, state and local government agency certifications ● State and Local Government Certifying Agencies ● Federal includes (SBA 8(a), EPA, etc.)	All government agency certifications accepted, but principal office of business must be located in California and owners (officers, if a corporation) domiciled in CA.
Veteran-owned Business Enterprise	All government agency certifications	All government agency certifications accepted, but principal office of business must be located in California and owners (officers, if a corporation) domiciled in CA.
Service Disabled Veteran-owned Business Enterprise	All government agency certifications	DGS DVBE

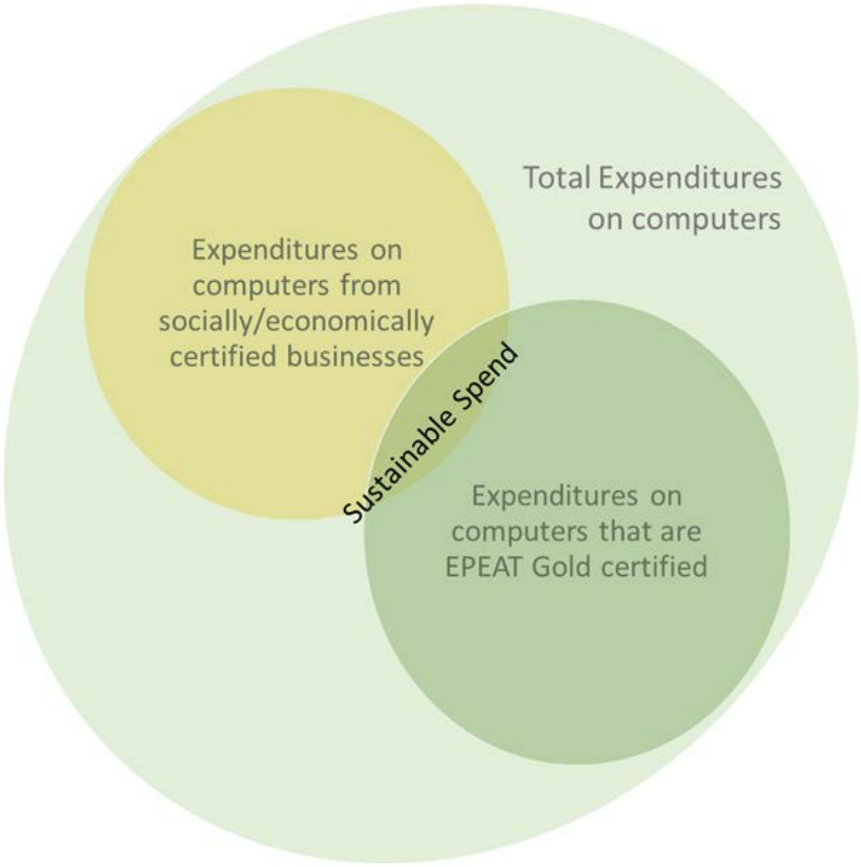
6. Sustainable Spend

Sustainable Spend is the intersection of Green and EaSR Spend. UC Sustainable Spend is defined as spend that meets the criteria and requirements in Section 4 for Green Spend and Section 5 for EaSR Spend (simultaneously). Thus, Sustainable Spend is defined as the expenditures on products in a particular product category that are supplied by a business holding one of the UC-recognized EaSR certifications, in addition to meeting the Preferred Level Green Spend criteria from Table 1.

An example of the percentage of Sustainable Spend calculated for computers (Figure 1) over a particular time horizon would be:

$$\frac{\text{Expenditures on EPEAT Gold certified computers from SBE businesses}}{\text{Total Addressable Spend on computers}} \times 100$$

Figure 1. Sustainable Spend for Computers



7. Category Specific Specifications

These additional guidelines and specifications should be used during solicitations, contracting and as a reference when making department purchases. Minimum requirements for each product category are outlined in column three of table one. The below items are recommended for inclusion in RFPs. Other than those items referred to in Policy as mandatory, project teams need to determine which of the below items will be mandatory and preferred during the RFP development phase.

A. Electronics

Electronics includes any product for which an EPEAT certification is available. EPEAT currently includes product ratings for **PCs and Displays** (including tablets), **Imaging Equipment** (which includes printers, copiers, scanners and multifunction devices) and **Televisions**. Environmental leadership standards are currently under development with the intent to form the basis of future EPEAT categories for **Mobile Phones**, **Servers** and other electronic products (https://www.epeat.net/about-epeat/). Registration criteria and a list of all registered equipment are provided on the EPEAT registry.

In addition to the criteria established in Table 1, the University will ensure the following:

1. In accordance with Policy, all recyclers of the University's electronic equipment must be e-Steward certified by the Basel Action Network (BAN) (www.ban.org). In cases where the University has established take-back programs with a manufacturer, the University will require the manufacturer to become a BAN-certified e-Steward Enterprise (e-Stewards for Enterprises).
2. Printers and copiers must have duplex printing capabilities and hold their warranty while using 100% recycled content paper.
3. Suppliers shall be required to deliver items to the University with energy efficiency and duplex printing functions enabled.
    a. Departments will work with their IT departments to ensure that features remain enabled for the duration of the product's use.

B. Cleaning Supplies

Cleaning supplies include general purpose bathroom, glass and carpet cleaners; degreasing agents; biologically-active cleaning products (enzymatic and microbial products); floor-care products (e.g. floor finish and floor finish strippers); hand soaps and hand sanitizers; disinfectants; and metal polish and other specialty cleaning products. Also included are janitorial paper products such as toilet tissue, tissue paper, paper towels, hand towels, and napkins. Other janitorial products and materials (e.g. cleaning devices that use only ionized water or electrolyzed water) are excluded from this category.[7]

Disinfectants

All disinfectants must be EPA-registered, and contain only the following active ingredients: hydrogen peroxide, citric acid, lactic acid, thymol, or caprylic acid. As there is no sustainability certification for disinfectants, in order to increase your % Green Spend for Cleaning Supplies and follow green cleaning practices, it is recommended that each site assess its current usage and application of disinfectants. Disinfectant use should be limited to high-risk surfaces [locations where there is a higher risk for blood borne incidents, skin contact (MRSA risk), or contact with feces and body fluids] and where required by regulation. Microbes can be effectively removed from high-touch surfaces touched by multiple people throughout the day (door handles, faucet handles, handrails, drinking fountains etc.) by frequent and proper cleaning with a regular cleaning product.[8]

[7] Based on STARS Technical Manual Version 2.1, Administrative Update Three, July 2017

[8] UMass Lowell Toxics Use Reduction Institute's Guide to Safe and Effective Cleaning and Disinfecting: https://www.turi.org/Our_Work/Cleaning_Laboratory/Resources_and_Information/Disinfection/Guide_to_Safe_and_Effective_Cleaning_and_Disinfecting

C. Office Supplies

Copy paper - refers to standard office printing and copy paper.

Paper Office Supplies - includes Writing Paper (pads), Packing Paper, Folders, Letter folders, Expandable Filing Folders, Hanging folders or accessories, binders and indexes, Hanging Folders, Dividers, File Pockets, Standard Envelopes, Packaging Carton, Mailers, Easel Pads, Sticky Note, Storage Boxes, Desk Pad Calendar.

Non-paper Office Supplies - includes binders, clipboards, file folders, clip portfolios, presentation folders, plastic desktop accessories (desk organizers, desk sorters, desk and letter trays, and memo, note and pencil holders etc.), plastic envelopes, and writing utensils (dry-erase markers, highlighters, markers, pens, and pencils).

Toner - Additional recommendations can be found from the State of New York's Approved Specifications for Monochrome Toner Cartridges: https://www.ogs.ny.gov/greenny/specs/green-specs-MonochromeTonerCartridge.asp

E. Indoor Furniture

Furniture includes individual (e.g. task chair) and group seating; open-plan and private-office workstations; desks of all types, tables of all types; storage units, credenzas, bookshelves, filing cabinets and other case goods; integrated visual display products (e.g. markerboards and tackboards, excluding electronic display products); hospitality furniture; and miscellaneous items such as mobile carts, freestanding screens, and movable partitions. Movable partitions include office furniture system cubicle panels that are typically integrated with work surfaces, desks, and storage furniture. Furniture does not include office accessories, such as desktop blotters, trays, tape dispensers, waste baskets, all electrical items such as lighting and small appliances, and accessories such as aftermarket keyboard trays, monitor stands and monitor arms.

The University shall prefer furniture meeting specifications for the following hazardous chemical classes:

1. Flame Retardants: All furniture shall be free of flame retardant chemicals at levels above 1,000 parts per million in both standard and optional components, excluding electrical components.
    a. All upholstered seating subject to TB 117-2013 shall be labeled as not containing flame retardant chemicals consistent with the manner described in Section 19094 of the California Business and Professions Code.
    b. A product may contain flame retardants if required to meet code or regulation (e.g., TB 133 or ASTM E 1537), in accordance with the following criteria:
        i. No halogenated flame retardant chemical may be used at levels above 1,000 parts per million by weight of the homogeneous material, excluding electrical components.

ii. Products that contain flame retardant chemicals that have been fully assessed using GreenScreen v1.2 (or newer) and meet the criteria for benchmark 2, 3, or 4 will be preferred.

2. Formaldehyde and Volatile Organic Compounds (VOCs): All furniture shall comply with ANSI/BIFMA e3-2014 Furniture Sustainability Standard, Sections 7.6.1 and 7.6.2, using either the concentration modeling approach or the emissions factor approach.
    a. Test results shall be modeled using the open plan, private office, or seating scenario in ANSI/BIFMA M7.1, as appropriate.
    b. Furniture products that additionally meet ANSI/BIFMA e3-2014 Section 7.6.3 and/or California Department of Public Health Standard Method v1.1 (emission testing method for California Section 01350) are preferred.
    c. Salvaged and refurbished furniture more than one-year old at the time of re-use is considered compliant, provided it meets the requirements for any site-applied paints, coatings, adhesives, and sealants.
    d. All composite wood materials, including hardwood plywood, particleboard, or medium density fiberboard, used in office, classroom, or healthcare furniture shall comply with Phase 2 of California's Code of Regulations, Title 17 §93120.2 – Airborne Toxic Control Measure to Reduce Formaldehyde Emissions from Composite Wood Products.
3. Per and Poly-Fluoroalkyl Substances (PFASs) used as stain/water/oil resistant treatments: All furniture shall be free of any long- and/or short-chain per- and poly-fluorinated alkyl compounds and fluorinated polymers used as stain, water, or oil resistant treatments above 100 ppm by weight of the homogenous material.
4. Antimicrobials: All furniture shall be free of any added or built-in chemical antimicrobials. Antimicrobials added to raw materials for the sole purpose of preserving the product are exempt, with the exception of triclosan and triclocarban which are explicitly prohibited.
5. Polyvinyl Chloride (PVC): All furniture shall be free of polyvinyl chloride (PVC) greater than 1% of product by weight, excluding electrical components. Electrical components that are free of PVC are preferred.
6. Heavy Metals: All furniture shall be free of any heavy metals, including hexavalent and trivalent chromium, in concentrations greater than 100 ppm.

F. Compostable Food Service Ware

Compostable food service containers and packages that have recycled and/or sustainably harvested content are preferred wherever possible.

1. All products must be certified compostable by the Biodegradable Products Institute (BPI) or Green Seal GS-35, proving that the finished product meets ASTM standards D6400 or D6868 for compostability. BPI-certified products can be accessed at: http://products.bpiworld.org/. Documentation may be required.

2. Products made 100% from paper, wood, bamboo or other obviously plant-based material, that are uncoated, unlined, or clay-coated (such as wooden stir sticks or uncoated paper plates) automatically meet this commercial compostability requirement without certification, so long as they appear on the Cedar Grove Accepted Items list for commercial compostability (https://cedar-grove.com/compostable/accepted-items), and the material type is disclosed.
3. Products with polyethylene liners are not compostable, and therefore do not meet the intent of these specifications.
4. Products shall not contain highly hazardous additives, including but not limited to persistent, bioaccumulative, or toxic chemicals (PBTs); carcinogens; mutagens; reproductive toxins, organohalogen-based chemicals (bromine, chlorine, fluorine or iodine); and endocrine disruptors.
5. Products shall not contain polyvinyl chloride (PVC), acrylonitrile butadiene styrene (ABS), polycarbonate (PC), polyurethane (PU), or any fluorinated chemicals. If product is fiber-based (including paper), ask for identification of the type of grease barrier or coating used.
6. Product is manufactured entirely with chlorine-free processing, meaning that no chlorine or chlorine compounds were used during manufacturing. Products may be unbleached or whitened in a chlorine-free process (if certified process chlorine-free).
7. Paper products are made from 40% post-consumer recycled content or 100% total recycled content (pre- or post- consumer), unless intended for hot beverages, in which case they are made from a minimum of 10% post-consumer recycled content. Bidder should disclose the amount and type of recycled content.
8. Non-cutlery products contain at least 90% biobased carbon content; cutlery products contain at least 70% biobased carbon content. Bidder can provide documentation demonstrating that its biobased carbon content meets the above specifications through one of the following:
    a. ASTM Standard D6866 laboratory test data
    b. USDA's BioPreferred Label
    c. Products made of 100% uncoated wood, bamboo, paper or other obviously fiber-based material will automatically meet these biobased content requirements. Samples may be requested.
9. Product shall not contain added engineered nanomaterials.
10. Product materials were sustainably produced and are certified as one of the following:
    a. Forest Stewardship Council (FSC)
    b. Protected Harvest
    c. Rainforest Alliance
    d. Fair Trade USA
11. Feedstock and final product are produced in North America.
12. Product material grown without genetically modified organisms and certified to be GMO-free by one of the following:
    a. Non-GMO Project Verified (www.nongmoproject.org)
    b. CERT ID NonGMO
    c. ProTerra Certifications (www.geneticid.com/services/certification)

13. Product is made from sustainably grown, non-food agricultural resources such as perennial biomass crops and sustainably harvested residues (for more information, see the Sustainable Bioplastic Guidelines: https://healthybuilding.net/uploads/files/sustainable-bioplastic-guidelines.pdf
14. Product is EcoLogo or Green Seal-certified by one of the following:
    a. EcoLogo CCD-084 (Table Napkins),
    b. EcoLogo CCD-085 (Kitchen Towels),
    c. EcoLogo CCD-086 (Hand Towels),
    d. Green Seal GS-1 (Sanitary Paper Products),
    e. Green Seal GS-9 (Paper Towels and Napkins),
    f. Product meets the standard for biodegradability in the marine environment (ASTM D7081-05).
15. Inks for printing and graphics are vegetable-based and approved for use by U.S. Food and Drug Administration, where required.

G. Water Appliances/Fixtures

This category includes all products covered by WaterSense including residential toilets, showerheads, bathroom faucets, commercial toilets, urinals, pre-rinse spray valves, irrigation controllers, and spray sprinkler bodies.

8. Best Practices for Procurement Services[9]

1. Market basket lists can be used as a tool for increasing the purchase of sustainable products at competitive and affordable prices. By only including products meeting the Required and Preferred Level of sustainability criteria in a market basket list, the University may be able to achieve reduced rates that will in turn direct spend towards sustainable products over conventional products. Allowing for revisions to the market basket beyond traditional changes in volume/spend patterns may allow for more competitive pricing on newly added sustainable items.
2. Through solicitation specifications and contract provisions, suppliers are required to:
    a. Clearly identify UC-recognized “light green” and “dark green” sustainable items in product catalogs.
    b. Ensure that any additional sustainability symbols/icons/certifications are displayed along with attribute details per product (e.g. a product with a recycled content symbol must also have in its product description details about the % total recycled content and % post consumer recycled content).
    c. Offer capabilities to:

[9]Modified from: https://nerc.org/documents/EPP/Office%20Supplies/EPP%20Specs%20-%20Office%20Supplies.pdf

i. Block and/or restrict pre-identified conventional items from being purchased online so University employees are compelled to purchase products that are in compliance with UC's Sustainable Procurement Policies and Guidelines.
ii. Auto-substitute pre-identified conventional products with sustainable products on the market basket list when end-user places conventional item in online cart.

d. Make sustainable items display first in online catalog search results, or make them easily found within online product catalogs through effective search tools, search filters, and related navigational tools.
e. Incentivize consolidated deliveries whenever feasible (e.g. deliveries only on certain days of the week or reduced pricing for consolidated shipping).
i. Document or illustrate how the delivery consolidation method reduces the UC and supplier's carbon footprint (e.g. reduction in fossil fuel use, carbon emissions, packaging materials, or on-site vehicle traffic).
f. Use only delivery service companies that are participants in EPA's Smartway Program.

3. LEED credits should be incorporated into all materials procurement associated with new facility constructions and major renovations.[10]

9. Certification and Standards Definitions

a. BIFMA Level® - BIFMA Level is a multi-attribute furniture certification based on the ANSI/BIFMA e3 standard, addressing material use, energy, atmosphere, human and ecosystem health, and social responsibility at the product, facility, and organizational level. Certification is based on a points system with three levels of achievement, from Level 1 through Level 3.
b. Biodegradable Products Institute (BPI) - BPI is a non-profit organization with the largest certification program for compostable products and packaging in North America. Their single-attribute certification indicates compliance with the ASTM D6400 and/or D6868 standards for commercial compostability.
c. Cradle to Cradle TM - Cradle to Cradle is a multi-attribute standard that evaluates a wide range of products across five categories of human and environmental health, including Material Health, Material Reutilization, Renewable Energy and Carbon Management, Water Stewardship, and Social Fairness. Product certification is awarded at five levels, from Basic to Platinum, with an emphasis on continuous improvement.
d. ENERGY STAR ® - Energy Star is a standard for energy efficient consumer products administered by the U.S. Environmental Protection Agency and the U.S. Department of Energy.
e. EPA Safer Choice - Formerly known as Design for the Environment (DfE), the Safer Choice label is the U.S. Environmental Protection Agency's program to identify products with safer chemical ingredients.[11]
f. EPEAT ® - The Electronic Product Environmental Assessment Tool is a method for consumers to evaluate the effect of a product on the environment. It ranks products as gold, silver or bronze

[10] https://www.phoenix.gov/oepsite/Documents/070520.pdf
[11] Definition taken from STARS Technical Manual Version 2.1, Administrative Update Three, July 2017

based on a set of environmental performance criteria. It is managed by the Green Electronics Council.

g. FACTS - Facts is a sustainability certification program for commercial textiles, recognizing textiles conforming to the NSF/ANSI 336 multi-attribute standard, evaluating a textile for environmental, economic and social aspects across its life cycle. Facts utilizes four conformance levels from Compliant to Platinum.

h. Forest Stewardship Certification - The Forest Stewardship Council (FSC) is an independent, non-profit organization that protects forests for future generations. FSC Chain-of-Custody certification traces the path of products from forests through the supply chain, verifying that FSC-certified material is identified or kept separated from non-certified material throughout the chain. FSC Forest Management certification confirms that a specific area of forest is being managed in line with the FSC Principles and Criteria.[12]

    i. FSC Recycled - The FSC Recycled on-product label means all the wood or paper in the product comes from reclaimed (re-used) material.[13]

i. Global Organic Textile Standard (GOTS) - GOTS is a textile processing standard for organic fibres, which includes both ecological and social criteria, from harvesting of raw materials through manufacturing and labelling.

j. GREENGUARD ® - The GREENGUARD Environmental Institute certifies products and materials for low chemical emissions. Greenguard Gold ensures that a product is safe for use in schools and healthcare facilities, and is referenced by LEED.

k. Green Seal ® - Green Seal is an independent nonprofit organization "dedicated to safeguarding the environment and transforming the marketplace by promoting the manufacture, purchase, and use of environmentally responsible products and services." The Green Seal certification is based on multi-attribute environmental standards that meet the ISO 14024 standards for eco-labeling.[14]

l. Healthier Hospitals Healthy Interiors Goal (HHI) - The Healthy Interiors Goal aims to promote public and environmental health, and urge the furnishings market to develop safer products, while reducing disposal costs and liability. Furniture and textiles that meet the Healthy Interiors Goal claim contain no formaldehyde, perfluorinated compounds, polyvinyl chloride, antimicrobials, or flame retardants above the specified minimum levels. Products meeting the Goal must be listed on the website, and are not verified.

m. Process Chlorine Free (PCF) - PCF means that no chlorine or chlorine derivatives were used in the recycling process. Paper that was originally bleached with chlorine or chlorine derivatives may be used as feedstock, however. Only paper that is "totally chlorine-free" (TCF) is produced with pulp that has been bleached without any type of chlorine or chlorine derivative, or has not been bleached.[15]

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[12] Ibid

[13] https://ic.fsc.org/en/choosing-fsc/fsc-labels

[14] Definition taken from STARS Technical Manual Version 2.1, Administrative Update Three, July 2017

[15] http://www.calrecycle.ca.gov/paper/chlorinefree/default.htm

n. STANDARD 100 by OEKO-TEX® - Certification for raw, semi-finished, and finished textile products at all processing levels, as well as accessory materials used. Criteria focuses on product safety based on test criteria for numerous harmful chemicals.
o. STeP by OEKO-TEX® - STeP assesses against criteria for sustainable, environmentally and socially responsible textile and apparel production and logistic sites, addressing the reduction of hazards and risks throughout the production chain, with the goal of improving factory resource efficiency.
p. UL Ecologo - The UL Environment ECOLOGO program certifies products, services and packaging for reduced environmental impact. ECOLOGO Certifications are voluntary, multi-attribute, lifecycle based environmental certifications that meet the ISO 14024 standards for eco-labeling.[16]
q. WaterSense® - WaterSense is a U.S. Environmental Protection Agency program designed to encourage water efficiency in the United States through the use of a special label on consumer products.

10. Packaging Foam Ban Guidance

In accordance with section III.F.5. of the UC Sustainable Practices Policy, the University has prohibited the sale, procurement and/or distribution of packaging foam UC-wide. The following guidance is meant for sourcing and procurement professionals within UC and is intended to leverage large sourcing opportunities to mitigate single use packaging foam waste in support of UC's Zero Waste goals.

1. Scope
   The ban of expanded plastic foam materials in packaging is effective as of January 1st, 2020. The ban applies to all packaging brought onto UC campuses via the purchase of goods on behalf of the University. The only exception to this ban is for the purchase of products utilized in laboratory or medical settings.

2. Enforcement
   This ban is a requirement of the UC Sustainable Practices Policy in support of UC's Zero Waste goal. UC Terms and Conditions include the policy language regarding this ban, which must be addressed when contracting with suppliers for the purchase of goods. When conducting a competitive solicitation for goods, the University must incorporate language into all Requests For Proposals/Quotes/etc. (RFx's) articulating this ban, including in the qualitative assessment process, and ensure that it is addressed as part of the final award of business.

   If a supplier claims to be unable to meet the requirements of the ban, an exemption will need approval in accordance with the instructions provided below. The exemption process is not required for one-time purchases. In the case of one-time purchases, the supplier should be required to take back any non-compliant packaging upon delivery. For existing UC contracts (contracts executed prior to January 1, 2020), enforcement of this ban (including a possible

[16] Definition taken from STARS Technical Manual Version 2.1, Administrative Update Three, July 2017

exemption request) must be addressed during the next contract amendment, extension or as part of a new award.

3. Exemption Process

   If a supplier claims to be unable to meet UC's ban on expanded plastic foam material in packaging and UC still intends to do business with that supplier under a contract for goods, then the supplier must apply for an exemption to the ban. To do so, they must submit a completed foam packaging ban exemption form including all required documentation to substantiate claims in support of the exemption. Download the **Request for Exemption Form** from the UC Systemwide Forms & Documents page: https://www.ucop.edu/procurement-services/policies-forms/index.html.

   Suppliers are to submit their Foam Packaging Ban Exemption Form to the Commodity Manager, Buyer or other employee authorized to contract for goods on behalf of UC. The designated Policy Exception Authority (see Glossary) must grant approval of all exemption requests. A copy of all submitted (approved and declined) Foam Packaging Ban Exemption Forms must be submitted to the appropriate Sustainability Office for reference.

11. Approval procedure updates and changes

Changes to this document must be approved by the UC Procurement Leadership Council (PLC) on the recommendation of the Sustainable Procurement Working Group.

12. Change Log

Approval Date	Summary of Changes	Approved by	Product/Service Categories Impacted	Start Date for Reporting on New or Updated Categories
1/2/19	Added Packaging Foam and Policy Exception Authority definitions to Glossary; added new Section 10. Packaging Foam Ban Guidance	UC Procurement Leadership Council	All where product packaging is involved.	n/a
8/10/18	Implementation of UC Sustainable Procurement Guidelines	UC Procurement Leadership Council	Electronics, Cleaning Supplies, Copy Paper, Paper Office Supplies (other than copy paper), Non-paper Office Supplies, Toner, Indoor Furniture, Compostable	7/1/2018

			Food Service Ware, Water Appliances/Fixtures	

Appendix I - The "Dollar not Spent" and Green Spend

As with waste, the hierarchy of environmentally sustainable spend starts with reduce and reuse. As such, in the assessment of Green Spend, the "dollar not spent" can be included in Green spend calculations. This concept is addressed in the following section. Please note that calculating the "Dollar not Spent" for an individual campus is optional and not required as part of a sites annual Green Spend reporting (outlined in section 4. Green Spend above).

How to calculate the dollar not spent:
Items that are not purchased due to education and reduction activities and/or items that are reused on campus may be added to the Green Spend calculation at a location's discretion. The process for adding these to the Green Spend calculation is as follows:

$$\frac{\text{Green Spend purchase per category + approximate market value of goods not purchased}}{\text{Addressable spend per category + approximate market value of goods not purchased}} \times 100$$

To determine the approximate value of goods not purchased, locations should use an appropriate combination of the below methodologies:

Method 1: Reuse (for example, goods reused from surplus operations)

STEP 1. Determine the current market value of the goods were they to be purchased new.

STEP 2. Sum the product cost (quantity of goods x current market value of goods).

STEP 3. Include the current market value of goods in the numerator and denominator of the Green Spend calculation.

Where:
Current market value of goods is to be determined as the average purchase price of the equivalent good available on system wide contracts (or an average market value of equivalents if no system wide contract exists).

Method 1 Example: 4 desks and 3 desk chairs re-used on campus in surplus operations.

STEP 1: Determine the average cost for the 4 desks and 3 desk chairs from relevant system wide contracts (e.g. average cost of desk is $2000 each, average cost of chair is $1,500 each).

STEP 2. Sum the product cost of the items (4 x $2,000) + (3 x $1,500) = $12,500

STEP 3. Include the market value of the goods in the numerator and denominator for the calculation for green spend;

$$\frac{\text{Green Spend purchase per category + \$12,500}}{\text{Addressable spend per category + \$12,500}} \times 100$$

Method 2: Normalized Reduction in Purchase of Commodity Goods

Where:

Product use (goods purchased) is a function of the number of staff/users.

STEP 1. Determine the quantity of goods purchased per driver in a baseline year:

Equation:

$$\frac{\text{Baseline quantity of goods consumed}}{\text{Baseline quantity of driver}}$$

For example:

$$\frac{\text{Baseline \# reams of copy paper purchased}}{\text{Baseline \# Full Time Equivalent staff}}$$

$$\frac{\text{Baseline \# gallons of cleaning products purchased}}{\text{Baseline \# square feet of cleaned space}}$$

STEP 2. Determine the quantity of goods purchased per driver in the current year using equations as above:

Equation:

$$\frac{\text{Current quantity of goods purchased}}{\text{Current quantity of driver}}$$

For example:

$$\frac{\text{Current \# reams of copy paper purchased}}{\text{Current \# Full Time Equivalent staff}}$$

$$\frac{\text{Current \# gallons of cleaning products purchased}}{\text{Current \# square feet of cleaned space}}$$

STEP 3. Determine the total difference in the quantities of goods purchased between the baseline and current years (savings) using the following equation:

Equation:

Current quantity of driver x (Baseline quantity of goods per driver - Current quantity of goods per driver)

Example:

Paper: Current number of FTEs x (Baseline number of reams of copy paper purchased per FTE - Current number of reams of copy paper purchased per FTE)

Cleaning: Current number of sq. ft. cleaned x (Baseline number of gallons of cleaning product purchased per sq. ft. cleaned - Current number of gallons of cleaning product purchased per sq. ft. cleaned)

STEP 4. Determine the value of savings based on the current market value of goods.

STEP 5. Include the current market value of goods in the numerator and denominator of the Green Spend calculation.

Where:

Current market value of goods: is to be determined as the average price of the equivalent good available on system wide contracts (or an average market value of equivalents if no system wide contracts product available).

Note that if the purchase of one commodity is replaced with purchase of a different (but similar) commodity, this should not be considered a reduction.

Method 2 Example (Using copy paper as example good):

STEP 1: Determine the quantity of goods purchased per driver in baseline year
Baseline year: 2005/06 FY
Quantity of goods purchased: 500 reams of copy paper/year
Driver: 800 Full Time Equivalent staff
Number of reams of copy paper purchased per FTE: 500/800 = .625 reams per FTE

STEP 2: Determine the quantity of goods purchased per driver in current year
Current year: 2017/18 FY
Quantity of goods purchased: 500 reams of copy paper/year
Driver: 1500 Full Time Equivalent staff
Number of reams of copy paper purchased per FTE: 500/1500 = .33 reams per FTE

STEP 3: Determine savings per driver between baseline and current year
Current # FTEs x (reduction in reams per FTE) = 1500 FTEs x (.625 reams per FTE - .33 reams per FTE)
= 421.5 reams of paper

STEP 4: Determine the average value of the savings/reduction
Average value of a ream of paper in UC contract:$5
$5 x 421.5 reams of paper = $2,107.5

STEP 5: Add the value of the reduction to both the numerator and the denominator of the Green Spend equation for the product category

$$\frac{\text{Green Spend purchase per category} + \$2{,}107.5}{\text{Addressable spend per category} + \$2{,}107.5} \times 100$$

Method 3: Replacement of disposables with reusables

If successful methods have been found to identify reuse numbers where disposables were the standard business as usual, the market value of these disposables may be used in Green Spend calculations. An example of this might be the use of reusable to-go containers at dining locations where reusables are "checked out," so specific numbers of reusables are available.

In these cases, the value of the disposables displaced may be considered Green Spend and added to the numerator and the denominator for the Green Spend calculation. The process for calculating this is as follows:

STEP 1. Determine number of goods displaced.

STEP 2. Determine value of goods displaced per unit.

STEP 3. Calculate total value of goods displaced (number of goods displaced) x (value of goods displaced per unit)

STEP 4. Include the current market value of goods in the numerator and denominator of the Green Spend Calculation.

Method 3 Example:
For this example, a dining operation uses reusable to-go containers and tracks their usage. 500 reusable to-go containers are used in a year.

STEP 1. Determine number of goods displaced
From the example above, 500 to-go containers are displaced

STEP 2. Determine value of goods displaced per unit
Alternative compostable to-go containers cost $0.20 each (on system wide or local contract).

STEP 3. Calculate total value of goods displaced
500 compostable to-go containers x $0.20/container = $100

STEP 4: Add the value of the savings/reduction to both the numerator and the denominator of the Green Spend equation for the product category:

$$\frac{\text{Green Spend purchase per category} + \$100}{\text{Addressable spend per category} + \$100} \times 100$$

EDUCAUSE

Shared Assessments Introduction

Campus IT environments are rapidly changing and the speed of cloud service adoption is increasing. Institutions looking for ways to do more with less see cloud services as a good way to save resources. As campuses deploy or identify cloud services, they must ensure the cloud services are appropriately assessed for managing the risks to the confidentiality, integrity and availability of sensitive institutional information and the PII of constituents. Many campuses have established a cloud security assessment methodology and resources to review cloud services for privacy and security controls. Other campuses don't have sufficient resources to assess their cloud services in this manner. On the vendor side, many cloud services providers spend significant time responding to the individualized security assessment requests made by campus customers, often answering similar questions repeatedly. Both the provider and consumer of cloud services are wasting precious time creating, responding, and reviewing such assessments.

The **Higher Education Community Vendor Assessment Toolkit** (**HECVAT**) attempts to generalize higher education information security and data protections and issues for consistency and ease of use. Some institutions may have specific issues that must be addressed in addition to the general questions sets provided in the toolkit. It is anticipated that the HECVAT will be revised over time to account for changes in services provisioning and the information security and data protection needs of higher education institutions.

The Higher Education Community Vendor Assessment Toolkit:
- Helps higher education institutions ensure that vendor services are appropriately assessed for security and privacy needs, including some that are unique to higher education
- Allows a consistent, easily-adopted methodology for campuses wishing to reduce costs through vendor services without increasing risks
- Reduces the burden that service providers face in responding to requests for security assessments from higher education institutions

The Higher Education Community Vendor Assessment Toolkit is a suite of tools built around the original HECVAT (known now as HECVAT - Full) to allow institutions to adopt, implement, and maintain a consistent risk/security assessment program. Tools include:
- **HECVAT - Triage**: Used to initiate risk/security assessment requests - review to determine assessment requirements
- **HECVAT - Full**: Robust questionnaire used to assess the most critical data sharing engagements
- **HECVAT - Lite**: A lightweight questionnaire used to expedite process
- **HECVAT - On-Premise**: Unique questionnaire used to evaluate on-premise appliances and software

The HECVAT (and Toolkit) was created by the Higher Education Information Security Council Shared Assessments Working Group. Its purpose is to provide a starting point for the assessment of vendor provided services and resources. Over time, the Shared Assessments Working Group hopes to create a framework that will establish a community resource where institutions and cloud services providers will share completed Higher Education Cloud Vendor Assessment Tool assessments.

https://www.educause.edu/hecvat
https://www.ren-isac.net/hecvat

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This Higher Education Cloud Vendor Assessment Toolkit is brought to you by the Higher Education Information Security Council, and members from EDUCAUSE, Internet2, and the Research and Education Networking Information Sharing and Analysis Center (REN-ISAC).

Proceed to the next tab, Instructions.

Higher Education Community Vendor Assessment Tool - Full - Instructions

Target Audience

These instructions are for vendors interested in providing the institution with a software and/or a service.
This worksheet should not be completed by an institution entity. The purpose of this worksheet is for the vendor to submit robust security safeguard information in regards to the product (software/service) being assessed in the institution's assessment process.

Document Layout

There are five main sections of the Higher Education Community Vendor Assessment Tool - Full, all listed below and outlined in more detail. This document is designed to have the first two sections populated first; after the Qualifiers section is completed it can be populated in any order. Within each section, answer each question top-to-bottom. Some questions are nested and may be blocked out via formatting based on previous answers. Populating this document in the correct order improves efficiency.
Do not overwrite selection values (data validation) in column C of the HECVAT - Full tab.

General Information	This section is self-explanatory; product specifics and contact information. GNRL-01 through GNRL-10 should be populated by the Vendor. GNRL-11 and GNRL-12 are for institution use only.
Qualifiers	Populate this section **completely** before continuing. Answers in this section can determine which sections will be required for this assessment. By answering "No" to Qualifiers, their matched sections become optional and are highlighted in orange.
Documentation	Focused on external documentation, the institution is interested in the frameworks that guide your security strategy and what has been done to certify these implementations.
Company Overview	This section is focused on company background, size, and business area experience.
Safeguards	The remainder of the document consists of various safeguards, grouped generally by section.

In sections where vendor input is required there are only one or two columns that need modification, Vendor Answers and Additional Information, columns C and D respectively (see Figure 1 below). You will see that sometimes C and D are separate and other times are merged. If they are separate, C will be a selectable, drop-down box and any supporting information should be added to column D. If C and D are merged, the question is looking for the answer to be in narrative form. At the far right is a column titled "Guidance". After answering questions, check this column to ensure you have submitted information/documentation to sufficiently answer the question. Use the "Additional Information" column to provide any requested details.

Figure 1:

C	D	E
Vendor Answers	**Additional Information**	**Guidance**
No		Provide a brief description.

Optional Safeguards Based on Qualifiers

Not all questions are relevant to all vendors. Qualifiers are used to make whole sections optional to vendors depending on the scope of product usage and the data involved in the engagement being assessed. Sections that become optional have the section titles and questions highlighted in orange (see Figure 2).

Figure 2:

BCP - Optional based on QUALIFIER response.		**Vendor Answers**	**Additional Information**
BCPL-01	Describe or provide a reference to your Business Continuity Plan.		

Definitions and Data Zones

Institution	Any school, college, or university using the Higher Education Community Vendor Assessment Tool - Full.
Institution Data Zone	The country/region in which an institution is located, including all laws and regulations in-scope within that country/region.

Vendor Data Zone	The country/region in which a vendor is headquartered and/or serves its products/services, including all laws and regulations in-scope within that country/region.
Customers from different regions may expect vary protections of data (e.g. GDPR), this is the institution Data Zone. Vendors may handle data differently depending on the country or region where data is stored, this is the Vendor Data Zone. As a vendor, if your security practices vary based on your region of operation, you may want to populate a HECVAT in the context for each security zone (strategy). That said, institutions from different data zones may still use vendor responses from other state Data Zones. If your security practices are the same across all regions of operations, indicate "All" in your Vendor Data Zone.	
	Example A: If vendor ABC is headquartered and stores data in Canada, and provides services to only customers in Canada, ABC should state "Canada" in both Data Zone fields. Example B: If vendor ABC is headquartered and stores data in Canada, and additionally provides services to customers in the United Kingdom, ABC may want to assure customers in the United Kingdom that their data is handled properly for their region. In that case, ABC should state "Canada" in the Vendor Data Zone and "United Kingdom" in the institution Data Zone. Example C: If your security strategy is broad and doesn't fit this statement model, provide a brief summary in each field and the institution's Security Analyst can assess your response.
Data Reporting	
To update data in the Report tabs, click Refresh All in the Menu tab. Input provided in the HECVAT tab is assessed a preliminary score pending institution's Security Analyst review.	
Proceed to the next tab, HECVAT - Full.	

For Institution's Security Analysts

1. Raw vendor answers can be viewed on the **HECVAT - Full** tab.
2. To begin your assessment, review the Analyst Report tab, ensuring that you select the appropriate security standard used in your institution (cell B7) before you begin.
3. Review the Analyst Reference tab for guidance and question/response interpretation.
4. Select compliance states for the outstanding non-compliant or short-answer questions in column G. Once all subjective questions are evaluated and compliance indicated, move to the Summary Report tab.
5. To update the report's data, select Refresh All in the Data menu. Review details in the Summary Report and based on your assessment, follow-up with vendor for clarification(s) or add the Summary Report output to your Institution's reporting documents.

Higher Education Community Vendor Assessment Tool (HECVAT) - Full

Version 2.11

HEISC Shared Assessments Working Group

DATE-01	**Date**	*mm/dd/yyyy*

General Information

In order to protect the Institution and its systems, vendors whose products and/or services will access and/or host institutional data must complete the Higher Education Community Vendor Assessment Toolkit (HECVAT). Throughout this tool, anywhere where the term data is used, this is an all-encompassing term including at least data and metadata. Answers will be reviewed by Institution security analysts upon submittal. This process will assist the institution in preventing breaches of protected information and comply with Institution policy, state, and federal law. This is intended for use by vendors participating in a Third Party Security Assessment and should be completed by a vendor. Review the *Instructions* tab for further guidance.

GNRL-01 through GNRL-08; populated by the Vendor		
GNRL-01	Vendor Name	*Vendor Name*
GNRL-02	Product Name	*Product Name and Version Information*
GNRL-03	Product Description	*Brief Description of the Product*
GNRL-04	Web Link to Product Privacy Notice	*http://www.vendor.domain/privacynotice*
GNRL-05	Vendor Contact Name	*Vendor Contact Name*
GNRL-06	Vendor Contact Title	*Vendor Contact Title*
GNRL-07	Vendor Contact Email	*Vendor Contact E-mail Address*
GNRL-08	Vendor Contact Phone Number	*555-555-5555*
GNRL-09	Vendor Data Zone	*See Instructions tab for guidance*
GNRL-10	Institution Data Zone	*See Instructions tab for guidance*
GNRL-11 and GNRL-12; populated by the Institution's Security Office		
GNRL-11	Institution's Security Analyst/Engineer	*Institution's Security Analyst/Engineer Name*
GNRL-12	Assessment Contact	*ticket#@yourdomain.edu*

Instructions

Step 1: Complete the *Qualifiers* section first. **Step 2:** Complete each section answering each set of questions in order from top to bottom; the built-in formatting logic relies on this order. **Step 3:** Submit the completed Higher Education Community Vendor Assessment Toolkit (HECVAT) to the Institution according to institutional procedures.

Qualifiers		Vendor Answers	Additional Information	Guidance
The institution conducts Third Party Security Assessments on a variety of third parties. As such, not all assessment questions are relevant to each party. To alleviate complexity, a "qualifier" strategy is implemented and allows for various parties to utilize this common documentation instrument. **Responses to the following questions will determine the need to answer additional questions below**.				
QUAL-01	Does your product process protected health information (PHI) or any data covered by the Health Insurance Portability and Accountability Act?			
QUAL-02	Does the vended product host/support a mobile application? (e.g. app)			
QUAL-03	Will institution data be shared with or hosted by any third parties? (e.g. any entity not wholly-owned by your company is considered a third-party)			
QUAL-04	Do you have a Business Continuity Plan (BCP)?			
QUAL-05	Do you have a Disaster Recovery Plan (DRP)?			

QUAL-06	Will data regulated by PCI DSS reside in the vended product?			
QUAL-07	Is your company a consulting firm providing only consultation to the Institution?			
Documentation		**Vendor Answers**	**Additional Information**	**Guidance**
DOCU-01	Have you undergone a SSAE 18 audit?			
DOCU-02	Have you completed the Cloud Security Alliance (CSA) self assessment or CAIQ?			
DOCU-03	Have you received the Cloud Security Alliance STAR certification?			
DOCU-04	Do you conform with a specific industry standard security framework? (e.g. NIST Cybersecurity Framework, ISO 27001, etc.)			
DOCU-05	Are you compliant with FISMA standards?			
DOCU-06	Does your organization have a data privacy policy?			
Company Overview		**Vendor Answers**	**Additional Information**	**Guidance**
COMP-01	Describe your organization’s business background and ownership structure, including all parent and subsidiary relationships.			Include circumstances that may involve off-shoring or multi-national agreements.
COMP-02	Describe how long your organization has conducted business in this product area.			Include the number of years and in what capacity.
COMP-03	Do you have existing higher education customers?			
COMP-04	Have you had a significant breach in the last 5 years?			
COMP-05	Do you have a dedicated Information Security staff or office?			
COMP-06	Do you have a dedicated Software and System Development team(s)? (e.g. Customer Support, Implementation, Product Management, etc.)			

COMP-07	Use this area to share information about your environment that will assist those who are assessing your company data security program.			Share any details that would help information security analysts assess your product.
Third Parties		**Vendor Answers**	**Additional Information**	**Guidance**
THRD-01	Describe how you perform security assessments of third party companies with which you share data (i.e. hosting providers, cloud services, PaaS, IaaS, SaaS, etc.). Provide a summary of your practices that assures that the third party will be subject to the appropriate standards regarding security, service recoverability, and confidentiality.			Ensure that all elements of THRD-01 are clearly stated in your response.
THRD-02	Provide a brief description for why each of these third parties will have access to institution data.			If more space is needed to sufficiently answer this question, provide reference to the document or add it as an appendix.
THRD-03	What legal agreements (i.e. contracts) do you have in place with these third parties that address liability in the event of a data breach?			Provide sufficient detail for each legal agreement in place.
THRD-04	Describe or provide references to your third party management strategy or provide additional information that may help analysts better understand your environment and how it relates to third-party solutions.			Robust answers from the vendor improve the quality and efficiency of the security assessment process.
Consulting		**Vendor Answers**	**Additional Information**	**Guidance**
CONS-01	Will the consulting take place on-premises?			
CONS-02	Will the consultant require access to Institution's network resources?			
CONS-03	Will the consultant require access to hardware in the Institution's data centers?			
CONS-04	Will the consultant require an account within the Institution's domain (@*.edu)?			
CONS-05	Has the consultant received training on [sensitive, HIPAA, PCI, etc.] data handling?			
CONS-06	Will any data be transferred to the consultant's possession?			
CONS-07	Is it encrypted (at rest) while in the consultant's possession?			
CONS-08	Will the consultant need remote access to the Institution's network or systems?			
CONS-09	Can we restrict that access based on source IP address?			

Application/Service Security		Vendor Answers	Additional Information	Guidance
APPL-01	Do you support role-based access control (RBAC) for end-users?			
APPL-02	Do you support role-based access control (RBAC) for system administrators?			
APPL-03	Can employees access customer data remotely?			
APPL-04	Can you provide overall system and/or application architecture diagrams including a full description of the data communications architecture for all components of the system?			
APPL-05	Does the system provide data input validation and error messages?			
APPL-06	Do you employ a single-tenant environment?			
APPL-07	What operating system(s) is/are leveraged by the system(s)/application(s) that will have access to institution's data?			List all operating systems and the roles that are fulfilled by each.
APPL-08	Have you or any third party you contract with that may have access or allow access to the institution's data experienced a breach?			
APPL-09	Describe or provide a reference to additional software/products necessary to implement a functional system on either the backend or user-interface side of the system.			Describe the products and how they will be implemented.
APPL-10	Describe or provide a reference to the overall system and/or application architecture(s), including appropriate diagrams. Include a full description of the data communications architecture for all components of the system.			Ensure that all parts of APPL-10 are clearly stated in your response. Submit architecture diagrams along with this fully-populated HECVAT.
APPL-11	Are databases used in the system segregated from front-end systems? (e.g. web and application servers)			
APPL-12	Describe or provide a reference to all web-enabled features and functionality of the system (i.e. accessed via a web-based interface).			Include both end-user and administrative features and functions.
APPL-13	Are there any OS and/or web-browser combinations that are not currently supported?			
APPL-14	Can your system take advantage of mobile and/or GPS enabled mobile devices?			

APPL-15	Describe or provide a reference to the facilities available in the system to provide separation of duties between security administration and system administration functions.			Include a detailed description of how security administration and system administration authority is separated, controls are verified, and logs are reviewed regularly to ensure appropriate use.
APPL-16	Describe or provide a reference that details how administrator access is handled (e.g. provisioning, principle of least privilege, deprovisioning, etc.)			Ensure that all parts of APPL-16 are clearly stated in your response.
APPL-17	Describe or provide references explaining how tertiary services are redundant (i.e. DNS, ISP, etc.).			Ensure that all parts of APPL-18 are clearly stated in your response. The examples given are not exhaustive - elaborate as necessary.
Authentication, Authorization, and Accounting		**Vendor Answers**	**Additional Information**	**Guidance**
AAAI-01	Can you enforce password/passphrase aging requirements?			
AAAI-02	Can you enforce password/passphrase complexity requirements [provided by the institution]?			
AAAI-03	Does the system have password complexity or length limitations and/or restrictions?			
AAAI-04	Do you have documented password/passphrase reset procedures that are currently implemented in the system and/or customer support?			
AAAI-05	Does your web-based interface support authentication, including standards-based single-sign-on? (e.g. InCommon)			
AAAI-06	Are there any passwords/passphrases hard coded into your systems or products?			
AAAI-07	Are user account passwords/passphrases visible in administration modules?			
AAAI-08	Are user account passwords/passphrases stored encrypted?			
AAAI-09	Does your *application* and/or user-frontend/portal support multi-factor authentication? (e.g. Duo, Google Authenticator, OTP, etc.)			
AAAI-10	Does your *application* support integration with other authentication and authorization systems? List which ones (such as Active Directory, Kerberos and what version) in Additional Info?			
AAAI-11	Will any external authentication or authorization system be utilized by an application with access to the institution's data?			
AAAI-12	Does the *system* (servers/infrastructure) support external authentication services (e.g. Active Directory, LDAP) in place of local authentication?			
AAAI-13	Does the system operate in a mixed authentication mode (i.e. external and local authentication)?			
AAAI-14	Will any external authentication or authorization system be utilized by a system with access to institution data?			

AAAI-15	Are audit logs available that include AT LEAST all of the following; login, logout, actions performed, and source IP address?			
AAAI-16	Describe or provide a reference to the a) system capability to **log** security/authorization changes as well as user and administrator security events (i.e. physical or electronic)(e.g. login failures, access denied, changes accepted), and b) all requirements necessary to implement logging and monitoring on the system. Include c) information about SIEM/log collector usage.			Ensure that all elements of AAAI-16 are clearly stated in your response.
AAAI-17	Describe or provide a reference to the retention period for those logs, how logs are protected, and whether they are accessible to the customer (and if so, how).			Ensure that all elements of AAAI-17 are clearly stated in your response.
Business Continuity Plan		**Vendor Answers**	**Additional Information**	**Guidance**
BCPL-01	Describe or provide a reference to your Business Continuity Plan (BCP).			Provide a valid URL to your current BCP or submit it along with this fully-populated HECVAT.
BCPL-02	May the Institution review your BCP and supporting documentation?			
BCPL-03	Is an owner assigned who is responsible for the maintenance and review of the Business Continuity Plan?			
BCPL-04	Is there a defined problem/issue escalation plan in your BCP for impacted clients?			
BCPL-05	Is there a documented communication plan in your BCP for impacted clients?			
BCPL-06	Are all components of the BCP reviewed at least annually and updated as needed to reflect change?			
BCPL-07	Has your BCP been tested in the last year?			
BCPL-08	Does your organization conduct training and awareness activities to validate its employees understanding of their roles and responsibilities during a crisis?			
BCPL-09	Are specific crisis management roles and responsibilities defined and documented?			
BCPL-10	Does your organization have an alternative business site or a contracted Business Recovery provider?			
BCPL-11	Does your organization conduct an annual test of relocating to an alternate site for business recovery purposes?			
BCPL-12	Is this product a core service of your organization, and as such, the top priority during business continuity planning?			
Change Management		**Vendor Answers**	**Additional Information**	**Guidance**
CHNG-01	Do you have a documented and currently followed change management process (CMP)?			

CHNG-02	Indicate all procedures that are implemented in your CMP. a.) An impact analysis of the upgrade is performed. b.) The change is appropriately authorized. c.) Changes are made first in a test environment. d.) The ability to implement the upgrades/changes in the production environment is limited to appropriate IT personnel.			Ensure that all parts of CHNG-02 are clearly stated in your response.
CHNG-03	Will the Institution be notified of major changes to your environment that could impact the Institution's security posture?			
CHNG-04	Do clients have the option to not participate in or postpone an upgrade to a new release?			
CHNG-05	Describe or provide a reference to your solution support strategy in relation to maintaining software currency. (i.e. how many concurrent versions are you willing to run and support?)			Ensure that all relevant details pertaining to CHNG-05 are clearly stated in your response.
CHNG-06	Identify the most current version of the software. Detail the percentage of live customers that are utilizing the proposed version of the software as well as each version of the software currently in use.			Ensure that all parts of CHNG-06 are clearly stated in your response.
CHNG-07	Does the system support client customizations from one release to another?			
CHNG-08	Does your organization ensure through policy and procedure (that is currently implemented) that only application software verifiable as authorized, tested, and approved for production, and having met all other requirements and reviews necessary for commissioning, is placed into production?			
CHNG-09	Do you have a release schedule for product updates?			
CHNG-10	Do you have a technology roadmap, for the next 2 years, for enhancements and bug fixes for the product/service being assessed?			
CHNG-11	Is Institution involvement (i.e. technically or organizationally) required during product updates?			
CHNG-12	Do you have policy and procedure, currently implemented, managing how critical patches are applied to all systems and applications?			
CHNG-13	Do you have policy and procedure, currently implemented, guiding how security risks are mitigated until patches can be applied?			
CHNG-14	Are upgrades or system changes installed during off-peak hours or in a manner that does not impact the customer?			
CHNG-15	Do procedures exist to provide that emergency changes are documented and authorized (including after the fact approval)?			
Data		**Vendor Answers**	**Additional Information**	**Guidance**

DATA-01	Do you physically and logically separate Institution's data from that of other customers?			
DATA-02	Will Institution's data be stored on any devices (database servers, file servers, SAN, NAS, …) configured with non-RFC 1918/4193 (i.e. publicly routable) IP addresses?			
DATA-03	Is sensitive data encrypted in transport? (e.g. system-to-client)			
DATA-04	Is sensitive data encrypted in storage (e.g. disk encryption, at-rest)?			
DATA-05	Do you employ or allow any cryptographic modules that do not conform to the Federal Information Processing Standards (FIPS PUB 140-2)?			
DATA-06	Does your system employ encryption technologies when transmitting sensitive information over TCP/IP networks (e.g., SSH, SSL/TLS, VPN)? (e.g. system-to-system and system-to-client)			
DATA-07	List all locations (i.e. city + datacenter name) where the institution's data will be stored?			Ensure that all parts of DATA-07 are clearly stated in your response.
DATA-08	At the completion of this contract, will data be returned to the institution?			
DATA-09	Will the institution's data be available within the system for a period of time at the completion of this contract?			
DATA-10	Can the institution extract a full backup of data?			
DATA-11	Are ownership rights to all data, inputs, outputs, and metadata retained by the institution?			
DATA-12	Are these rights retained even through a provider acquisition or bankruptcy event?			
DATA-13	In the event of imminent bankruptcy, closing of business, or retirement of service, will you provide 90 days for customers to get their data out of the system and migrate applications?			
DATA-14	Describe or provide a reference to the backup processes for the servers on which the service and/or data resides.			If your strategy uses different processes for services and data, ensure that all strategies are clearly stated and supported.
DATA-15	Are backup copies made according to pre-defined schedules and securely stored and protected?			
DATA-16	How long are data backups stored?			If your backup strategy uses varying periods, ensure that each strategy is clearly stated and supported.
DATA-17	Are data backups encrypted?			
DATA-18	Do you have a cryptographic key management process (generation, exchange, storage, safeguards, use, vetting, and replacement), that is documented and currently implemented, for all system components? (e.g. database, system, web, etc.)			

DATA-19	Do current backups include all operating system software, utilities, security software, application software, and data files necessary for recovery?			
DATA-20	Are you performing off site backups? (i.e. digitally moved off site)			
DATA-21	Are physical backups taken off site? (i.e. physically moved off site)			
DATA-22	Do backups containing the institution's data ever leave the Institution's Data Zone either physically or via network routing?			
DATA-23	Do you have a media handling process, that is documented and currently implemented, including end-of-life, repurposing, and data sanitization procedures?			
DATA-24	Does the process described in DATA-23 adhere to DoD 5220.22-M and/or NIST SP 800-88 standards?			
DATA-25	Do procedures exist to ensure that retention and destruction of data meets established business and regulatory requirements?			
DATA-26	Is media used for long-term retention of business data and archival purposes stored in a secure, environmentally protected area?			
DATA-27	Will you handle data in a FERPA compliant manner?			
DATA-28	Is any institution data visible in system administration modules/tools?			
Database		**Vendor Answers**	**Additional Information**	**Guidance**
DBAS-01	Does the database support encryption of specified data elements in storage?			
DBAS-02	Do you currently use encryption in your database(s)?			
Datacenter		**Vendor Answers**	**Additional Information**	**Guidance**
DCTR-01	Does your company own the physical data center where the Institution's data will reside?			
DCTR-02	Does the hosting provider have a SOC 2 Type 2 report available?			
DCTR-03	Are the data centers staffed 24 hours a day, seven days a week (i.e., 24x7x365)?			
DCTR-04	Do any of your servers reside in a co-located data center?			
DCTR-05	Are your servers separated from other companies via a physical barrier, such as a cage or hardened walls?			

DCTR-06	Does a physical barrier fully enclose the physical space preventing unauthorized physical contact with any of your devices?			
DCTR-07	Select the option that best describes the network segment that servers are connected to.			Provide a general summary of the implemented networking strategy.
DCTR-08	Does this data center operate outside of the Institution's Data Zone?			
DCTR-09	Will any institution data leave the Institution's Data Zone?			
DCTR-10	List all datacenters and the cities, states (provinces), and countries where the Institution's data will be stored (including within the Institution's Data Zone).			Ensure that all parts of DCTR-10 are clearly stated in your response.
DCTR-11	Are your primary and secondary data centers geographically diverse?			
DCTR-12	If outsourced or co-located, is there a contract in place to prevent data from leaving the Institution's Data Zone?			
DCTR-13	What Tier Level is your data center (per levels defined by the Uptime Institute)?			Review the Uptime Institute's level/tier direction provided on their website if you need addition information to answer DCTR-13.
DCTR-14	Is the service hosted in a high availability environment?			
DCTR-15	Is redundant power available for all datacenters where institution data will reside?			
DCTR-16	Are redundant power strategies tested?			
DCTR-17	Describe or provide a reference to the availability of cooling and fire suppression systems in all datacenters where institution data will reside.			Ensure that all parts of DCTR-17 are clearly stated in your response.
DCTR-18	State how many Internet Service Providers (ISPs) provide connectivity to each datacenter where the institution's data will reside.			State the ISP provider(s) in addition to the number of ISPs that provide connectivity.
DCTR-19	Does every datacenter where the Institution's data will reside have multiple telephone company or network provider entrances to the facility?			
Disaster Recovery Plan		**Vendor Answers**	**Additional Information**	**Guidance**
DRPL-01	Describe or provide a reference to your Disaster Recovery Plan (DRP).			Provide a valid URL to your current DRP or submit it along with this fully-populated HECVAT.
DRPL-02	Is an owner assigned who is responsible for the maintenance and review of the DRP?			
DRPL-03	Can the Institution review your DRP and supporting documentation?			
DRPL-04	Are any disaster recovery locations outside the Institution's Data Zone?			

DRPL-05	Does your organization have a disaster recovery site or a contracted Disaster Recovery provider?			
DRPL-06	Does your organization conduct an annual test of relocating to this site for disaster recovery purposes?			
DRPL-07	Is there a defined problem/issue escalation plan in your DRP for impacted clients?			
DRPL-08	Is there a documented communication plan in your DRP for impacted clients?			
DRPL-09	Describe or provide a reference to how your disaster recovery plan is tested? (i.e. scope of DR tests, end-to-end testing, etc.)			Ensure that all elements of DRPL-09 are clearly stated in your response.
DRPL-10	Has the Disaster Recovery Plan been tested in the last year? Please provide a summary of the results in Additional Information (including actual recovery time).			
DRPL-11	Do the documented test results identify your organizations actual recovery time capabilities for technology and facilities?			
DRPL-12	Are all components of the DRP reviewed at least annually and updated as needed to reflect change?			
DRPL-13	Do you carry cyber-risk insurance to protect against unforeseen service outages, data that is lost or stolen, and security incidents?			
Firewalls, IDS, IPS, and Networking		**Vendor Answers**	**Additional Information**	**Guidance**
FIDP-01	Are you utilizing a web application firewall (WAF)?			
FIDP-02	Are you utilizing a stateful packet inspection (SPI) firewall?			
FIDP-03	State and describe who has the authority to change firewall rules?			Ensure that all parts of FIDP-03 are clearly stated in your response.
FIDP-04	Do you have a documented policy for firewall change requests?			
FIDP-05	Have you implemented an Intrusion Detection System (network-based)?			
FIDP-06	Have you implemented an Intrusion Prevention System (network-based)?			
FIDP-07	Do you employ host-based intrusion detection?			
FIDP-08	Do you employ host-based intrusion prevention?			
FIDP-09	Are you employing any next-generation persistent threat (NGPT) monitoring?			

FIDP-10	Do you monitor for intrusions on a 24x7x365 basis?			
FIDP-11	Is intrusion monitoring performed internally or by a third-party service?			In addition to stating your intrusion monitoring strategy, provide a brief summary of its implementation.
FIDP-12	Are audit logs available for all changes to the network, firewall, IDS, and IPS systems?			
Mobile Applications		**Vendor Answers**	**Additional Information**	**Guidance**
MAPP-01	On which mobile operating systems is your software or service supported?			Ensure that all supported operating systems are listed - be sure to provide version number, where relevant.
MAPP-02	Describe or provide a reference to the application's architecture and functionality.			Ensure that all elements of MAPP-02 are clearly stated in your response. (i.e. (architecture AND functionality are
MAPP-03	Is the application available from a trusted source (e.g., iTunes App Store, Android Market, BB World)?			
MAPP-04	Does the application store, process, or transmit critical data?			
MAPP-05	Is Institution's data encrypted in transport?			
MAPP-06	Is Institution's data encrypted in storage? (e.g. disk encryption, at-rest)			
MAPP-07	Does the mobile application support Kerberos, CAS, or Active Directory authentication?			
MAPP-08	Will any of these systems be implemented on systems hosting the Institution's data?			
MAPP-09	Does the application adhere to secure coding practices (e.g. OWASP, etc.)?			
MAPP-10	Has the application been tested for vulnerabilities by a third party?			
MAPP-11	State the party that performed the vulnerability test and the date it was conducted?			Ensure that all elements of MAPP-11 are clearly stated in your response.
Physical Security		**Vendor Answers**	**Additional Information**	**Guidance**
PHYS-01	Does your organization have physical security controls and policies in place?			
PHYS-02	Are employees allowed to take home Institution's data in any form?			
PHYS-03	Are video monitoring feeds retained?			
PHYS-04	Are video feeds monitored by datacenter staff?			

PHYS-05	Are individuals required to sign in/out for installation and removal of equipment?			
Policies, Procedures, and Processes		**Vendor Answers**	**Additional Information**	**Guidance**
PPPR-01	Can you share the organization chart, mission statement, and policies for your information security unit?			
PPPR-02	Do you have a documented patch management process?			
PPPR-03	Can you accommodate encryption requirements using open standards?			
PPPR-04	Have your developers been trained in secure coding techniques?			
PPPR-05	Was your application developed using secure coding techniques?			
PPPR-06	Do you subject your code to static code analysis and/or static application security testing prior to release?			
PPPR-07	Do you have software testing processes (dynamic or static) that are established and followed?			
PPPR-08	Are information security principles designed into the product lifecycle?			
PPPR-09	Do you have a documented systems development life cycle (SDLC)?			
PPPR-10	Do you have a formal incident response plan?			
PPPR-11	Will you comply with applicable breach notification laws?			
PPPR-12	Will you comply with the Institution's IT policies with regards to user privacy and data protection?			
PPPR-13	Is your company subject to Institution's Data Zone laws and regulations?			
PPPR-14	Do you perform background screenings or multi-state background checks on all employees prior to their first day of work?			
PPPR-15	Do you require new employees to fill out agreements and review policies?			

PPPR-16	Do you have documented information security policy?			
PPPR-17	Do you have an information security awareness program?			
PPPR-18	Is security awareness training mandatory for all employees?			
PPPR-19	Do you have process and procedure(s) documented, and currently followed, that require a review and update of the access-list(s) for privileged accounts?			
PPPR-20	Do you have documented, and currently implemented, internal audit processes and procedures?			
Product Evaluation		**Vendor Answers**	**Additional Information**	**Guidance**
PROD-01	Do you incorporate customer feedback into security feature requests?			
PROD-02	Can you provide an evaluation site to the institution for testing?			
Quality Assurance		**Vendor Answers**	**Additional Information**	**Guidance**
QLAS-01	Provide a general summary of your Quality Assurance program.			Provide a valid URL to your Quality Assurance program or submit it along with this fully-populated HECVAT.
QLAS-02	Do you comply with ISO 9001?			
QLAS-03	Will your company provide quality and performance metrics in relation to the scope of services and performance expectations for the services you are offering?			
QLAS-04	Have you supplied products and/or services to the Institution (or its Campuses) in the last five years?			
QLAS-05	Do you have a program to keep your customers abreast of higher education and/or industry issues?			
Systems Management & Configuration		**Vendor Answers**	**Additional Information**	**Guidance**
SYST-01	Are systems that support this service managed via a separate management network?			
SYST-02	Do you have an implemented system configuration management process? (e.g. secure "gold" images, etc.)			
SYST-03	Are employee mobile devices managed by your company's Mobile Device Management (MDM) platform?			
SYST-04	Do you have a systems management and configuration strategy that encompasses servers, appliances, and mobile devices (company and employee owned)?			

Vulnerability Scanning		Vendor Answers	Additional Information	Guidance
VULN-01	Are your *applications* scanned externally for vulnerabilities?			
VULN-02	Have your applications had an external vulnerability assessment in the last year?			
VULN-03	Are your applications scanned for vulnerabilities prior to new releases?			
VULN-04	Are your *systems* scanned externally for vulnerabilities?			
VULN-05	Have your systems had an external vulnerability assessment in the last year?			
VULN-06	Describe or provide a reference to the tool(s) used to scan for vulnerabilities in your applications and systems.			Ensure that all elements of VULN-06 are clearly stated in your response.
VULN-07	Will you provide results of security scans to the Institution?			
VULN-08	Describe or provide a reference to how you monitor for and protect against common web application security vulnerabilities (e.g. SQL injection, XSS, XSRF, etc.).			Ensure that all elements of VULN-08 are clearly stated in your response.
VULN-09	Will you allow the institution to perform its own security testing of your systems and/or application provided that testing is performed at a mutually agreed upon time and date?			

HIPAA		Vendor Answers	Additional Information	Guidance
HIPA-01	Do your workforce members receive regular training related to the HIPAA Privacy and Security Rules and the HITECH Act?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-02	Do you monitor or receive information regarding changes in HIPAA regulations?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-03	Has your organization designated HIPAA Privacy and Security officers as required by the Rules?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-04	Do you comply with the requirements of the Health Information Technology for Economic and Clinical Health Act (HITECH)?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-05	Do you have an incident response process and reporting in place to investigate any potential incidents and report actual incidents?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-06	Do you have a plan to comply with the Breach Notification requirements if there is a breach of data?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-07	Have you conducted a risk analysis as required under the Security Rule?			Refer to HIPAA regulations documentation for supplemental guidance in this section.

HIPA-08	Have you identified areas of risks?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-09	Have you taken actions to mitigate the identified risks?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-10	Does your application require user and system administrator password changes at a frequency no greater than 90 days?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-11	Does your application require a user to set their own password after an administrator reset or on first use of the account?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-12	Does your application lock-out an account after a number of failed login attempts?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-13	Does your application automatically lock or log-out an account after a period of inactivity?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-14	Are passwords visible in plain text, whether when stored or entered, including service level accounts (i.e. database accounts, etc.)?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-15	If the application is institution-hosted, can all service level and administrative account passwords be changed by the institution?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-16	Does your application provide the ability to define user access levels?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-17	Does your application support varying levels of access to administrative tasks defined individually per user?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-18	Does your application support varying levels of access to records based on user ID?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-19	Is there a limit to the number of groups a user can be assigned?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-20	Do accounts used for vendor supplied remote support abide by the same authentication policies and access logging as the rest of the system?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-21	Does the application log record access including specific user, date/time of access, and originating IP or device?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-22	Does the application log administrative activity, such user account access changes and password changes, including specific user, date/time of changes, and originating IP or device?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-23	How long does the application keep access/change logs?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-24	Can the application logs be archived?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-25	Can the application logs be saved externally?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-26	Does your data backup and retention policies and practices meet HIPAA requirements?			Refer to HIPAA regulations documentation for supplemental guidance in this section.

HIPA-27	Do you have a disaster recovery plan and emergency mode operation plan?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-28	Have the policies/plans mentioned above been tested?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-29	Can you provide a HIPAA compliance attestation document?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-30	Are you willing to enter into a Business Associate Agreement (BAA)?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
HIPA-31	Have you entered into a BAA with all subcontractors who may have access to protected health information (PHI)?			Refer to HIPAA regulations documentation for supplemental guidance in this section.
PCI DSS		**Vendor Answers**	**Additional Information**	**Guidance**
PCID-01	Do your systems or products store, process, or transmit cardholder (payment/credit/debt card) data?			Refer to PCI DSS Security Standards for supplemental guidance in this section
PCID-02	Are you compliant with the Payment Card Industry Data Security Standard (PCI DSS)?			Refer to PCI DSS Security Standards for supplemental guidance in this section
PCID-03	Do you have a current, executed within the past year, Attestation of Compliance (AoC) or Report on Compliance (RoC)?			Refer to PCI DSS Security Standards for supplemental guidance in this section
PCID-04	Are you classified as a service provider?			Refer to PCI DSS Security Standards for supplemental guidance in this section
PCID-05	Are you on the list of VISA approved service providers?			Refer to PCI DSS Security Standards for supplemental guidance in this section
PCID-06	Are you classified as a merchant? If so, what level (1, 2, 3, 4)?			Refer to PCI DSS Security Standards for supplemental guidance in this section
PCID-07	Describe the architecture employed by the system to verify and authorize credit card transactions.			Refer to PCI DSS Security Standards for supplemental guidance in this section
PCID-08	What payment processors/gateways does the system support?			Refer to PCI DSS Security Standards for supplemental guidance in this section
PCID-09	Can the application be installed in a PCI DSS compliant manner ?			Refer to PCI DSS Security Standards for supplemental guidance in this section
PCID-10	Is the application listed as an approved PA-DSS application?			Refer to PCI DSS Security Standards for supplemental guidance in this section
PCID-11	Does the system or products use a third party to collect, store, process, or transmit cardholder (payment/credit/debt card) data?			
PCID-12	Include documentation describing the systems' abilities to comply with the PCI DSS and any features or capabilities of the system that must be added or changed in order to operate in compliance with the standards.			Refer to PCI DSS Security Standards for supplemental guidance in this section

Higher Education Community Vendor Assessment Tool (HECVAT) - Full - Standards Crosswalk

HEISC Shared Assessments Working Group

Qualifiers		CIS Critical Security Controls v6.1	HIPAA	ISO 27002:2013	NIST Cybersecurity Framework	NIST SP 800-171r1	NIST SP 800-53r4	PCI DSS
QUAL-01	Does your product process protected health information (PHI) or any data covered by the Health Insurance Portability and Accountability Act?	CSC 13	Discovery	18.1.1	ID.GV-3	ID.GV-3	RA-2	
QUAL-02	Does the vended product host/support a mobile application? (e.g. app)	CSC 18					IA-2, IA-3, CM-3, SI-2	
QUAL-03	Will institution data be shared with or hosted by any third parties? (e.g. any entity not wholly-owned by your company is considered a third-party)	CSC 13			ID.AM-6, PR.AT-3	ID.AM-6, PR.AT-3		12.8
QUAL-04	Do you have a Business Continuity Plan (BCP)?	CSC 10		17.1.2	PR.IP-9	PR.IP-9	AU-7, AU-9, IR-4	12.1
QUAL-05	Do you have a Disaster Recovery Plan (DRP)?	CSC 10		17.1.2	PR.IP-9	PR.IP-9	CA-5, PL-2	12.1
QUAL-06	Will data regulated by PCI DSS reside in the vended product?	CSC 13		18.1.1	ID.GV-3	ID.GV-3	RA-2	PCI Scope, Discovery
QUAL-07	Is your company a consulting firm providing only consultation to the Institution?	CSC 14						PCI Scope
Documentation		**CIS Critical Security Controls v6.1**	**HIPAA**	**ISO 27002:2013**	**NIST Cybersecurity Framework**	**NIST SP 800-171r1**	**NIST SP 800-53r4**	**PCI DSS**
DOCU-01	Have you undergone a SSAE 18 audit?			15.2.1			SA-9	
DOCU-02	Have you completed the Cloud Security Alliance (CSA) self assessment or CAIQ?			15.2.1			PE-2, PE-3, PE-5, PE-11, PE-13, PE-14, SA-9	
DOCU-03	Have you received the Cloud Security Alliance STAR certification?			15.2.1			PE-2, PE-3, PE-5, PE-11, PE-13, PE-14, SA-9	
DOCU-04	Do you conform with a specific industry standard security framework? (e.g. NIST Cybersecurity Framework, ISO 27001, etc.)			18.1.1			SA-9	12.1, Scope
DOCU-05	Are you compliant with FISMA standards?			18.1.1			SA-9	
DOCU-06	Does your organization have a data privacy policy?		§164.308(a)(1)(i)	18.1.4	ID.GV-3	ID.GV-3	SA-9	
Company Overview		**CIS Critical Security Controls v6.1**	**HIPAA**	**ISO 27002:2013**	**NIST Cybersecurity Framework**	**NIST SP 800-171r1**	**NIST SP 800-53r4**	**PCI DSS**
COMP-01	Describe your organization’s business background and ownership structure, including all parent and subsidiary relationships.							12.8
COMP-02	Describe how long your organization has conducted business in this product area.							12.8
COMP-03	Do you have existing higher education customers?			15.2.1				12.8
COMP-04	Have you had a significant breach in the last 5 years?							
COMP-05	Do you have a dedicated Information Security staff or office?			15.2.1				12.8, 12.5
COMP-06	Do you have a dedicated Software and System Development team(s)? (e.g. Customer Support, Implementation, Product Management, etc.)			14.2.1			SA-3, SA-15, SC-2, PM-2, PM-10, SI-5,PM-3	12.8

COMP-07	Use this area to share information about your environment that will assist those who are assessing your company data security program.			15.2.1				12.8
Third Parties		**CIS Critical Security Controls v6.1**	**HIPAA**	**ISO 27002:2013**	**NIST Cybersecurity Framework**	**NIST SP 800-171r1**	**NIST SP 800-53r4**	**PCI DSS**
THRD-01	Describe how you perform security assessments of third party companies with which you share data (i.e. hosting providers, cloud services, PaaS, IaaS, SaaS, etc.). Provide a summary of your practices that assures that the third party will be subject to the appropriate standards regarding security, service recoverability, and confidentiality.	CSC 13		15.1.3	ID.AM-6, PR-AT-3	3.8.2	MP-2, RA-3	12.8
THRD-02	Provide a brief description for why each of these third parties will have access to institution data.	CSC 13		15.1.3	ID.AM-6, PR-AT-3	3.8.2		12.8
THRD-03	What legal agreements (i.e. contracts) do you have in place with these third parties that address liability in the event of a data breach?	CSC 13		15.1.3	ID.GV-3		PS-3	12.8
THRD-04	Describe or provide references to your third party management strategy or provide additional information that may help analysts better understand your environment and how it relates to third-party solutions.			15.1.3	ID.AM-6, PR.AT-3		PS-5	12.8
Consulting - Optional based on QUALIFIER response.		**CIS Critical Security Controls v6.1**	**HIPAA**	**ISO 27002:2013**	**NIST Cybersecurity Framework**	**NIST SP 800-171r1**	**NIST SP 800-53r4**	**PCI DSS**
CONS-01	Will the consulting take place on-premises?			15.2.1	ID.AM-6, PR.AT-3			
CONS-02	Will the consultant require access to Institution's network resources?	CSC 14		9.1.2	ID.AM-6, PR.AT-3	3.1.2, 3.1.3	AC-4	
CONS-03	Will the consultant require access to hardware in the Institution's data centers?	CSC 14		9.2.6	ID.AM-6, PR.AT-3	3.1.2		
CONS-04	Will the consultant require an account within the Institution's domain (@*.edu)?	CSC 14			ID.AM-6, PR.AT-3			
CONS-05	Has the consultant received training on [sensitive, HIPAA, PCI, etc.] data handling?	CSC 13		18.1.1	ID.AM-6, PR.AT-3			
CONS-06	Will any data be transferred to the consultant's possession?	CSC 13		9	ID.AM-6, PR.AT-3	3.8.2	MP-2	
CONS-07	Is it encrypted (at rest) while in the consultant's possession?	CSC 13		10	ID.AM-6, PR.AT-3	3.1.2, 3.1.19, 3.8.2	MP-2	
CONS-08	Will the consultant need remote access to the Institution's network or systems?	CSC 14		9	ID.AM-6, PR.AT-3			
CONS-09	Can we restrict that access based on source IP address?			9	ID.AM-6, PR.AT-3			
Application/Service Security		**CIS Critical Security Controls v6.1**	**HIPAA**	**ISO 27002:2013**	**NIST Cybersecurity Framework**	**NIST SP 800-171r1**	**NIST SP 800-53r4**	**PCI DSS**
APPL-01	Do you support role-based access control (RBAC) for end-users?	CSC 18			ID.AM-5			
APPL-02	Do you support role-based access control (RBAC) for system administrators?	CSC 2, CSC 3		11.2.6	ID.AM-5			
APPL-03	Can employees access customer data remotely?	CSC 14		6.2	PR.AC-3, PR.MA-2	3.1.2	AC-17; NIST SP 800-46	7.x
APPL-04	Can you provide overall system and/or application architecture diagrams including a full description of the data communications architecture for all components of the system?	CSC16		9.1.1	PR.AC-4, PR.PT-3	3.4.9	CM-11	7.x
APPL-05	Does the system provide data input validation and error messages?	CSC 18			ID.AM-5			
APPL-06	Do you employ a single-tenant environment?	CSC 12		6.2	PR.PT-3	3.1.12, 3.1.13, 3.1.14, 3.1.14, 3.1.15, 3.1.8, 3.1.20, 3.7.5, 3.8.2, 3.13.7	AC-3, CM-7; NIST SP 800-46	

APPL-07	What operating system(s) is/are leveraged by the system(s)/application(s) that will have access to institution's data?	CSC 2		12.5.1	PR.PT-3		AC-17; NIST SP 800-46	
APPL-08	Have you or any third party you contract with that may have access or allow access to the institution's data experienced a breach?			16				12.8, 4.2
APPL-09	Describe or provide a reference to additional software/products necessary to implement a functional system on either the backend or user-interface side of the system.	CSC 2		12.5.1	ID.AM-2			
APPL-10	Describe or provide a reference to the overall system and/or application architecture(s), including appropriate diagrams. Include a full description of the data communications architecture for all components of the system.	CSC 2		12.1.1	ID.AM-1, ID.AM-2, ID.AM-4		CA-9, SC-4	2.4
APPL-11	Are databases used in the system segregated from front-end systems? (e.g. web and application servers)	CSC 13		12.1.4				
APPL-12	Describe or provide a reference to all web-enabled features and functionality of the system (i.e. accessed via a web-based interface).	CSC 7		12.1.1				
APPL-13	Are there any OS and/or web-browser combinations that are not currently supported?	CSC 7		12.5.1				
APPL-14	Can your system take advantage of mobile and/or GPS enabled mobile devices?	CSC 2						
APPL-15	Describe or provide a reference to the facilities available in the system to provide separation of duties between security administration and system administration functions.	CSC 14		9.2.3, 12.1.4	PR.AC-4, PR.PT-3	3.1.4	AC-5	12.x
APPL-16	Describe or provide a reference that details how administrator access is handled (e.g. provisioning, principle of least privilege, deprovisioning, etc.)	CSC 5		9.2	PR.AC-4, PR.PT-3	3.1.1, 3.1.5, 3.1.6, 3.7.1, 3.7.2	AC-2, AC-3, AC-6, MA-2, MA-3	7.x, 8.x
APPL-17	Describe or provide references explaining how tertiary services are redundant (i.e. DNS, ISP, etc.).	CSC 14		9.1.1	PR.AC-4	3.1.2		

Authentication, Authorization, and Accounting		CIS Critical Security Controls v6.1	HIPAA	ISO 27002:2013	NIST Cybersecurity Framework	NIST SP 800-171r1	NIST SP 800-53r4	PCI DSS
AAAI-01	Can you enforce password/passphrase aging requirements?	CSC 16		9.2.3, 9.3.1, 9.4.3	PR.AC-1	3.5.6	IA-4	8.x
AAAI-02	Can you enforce password/passphrase complexity requirements [provided by the institution]?	CSC 16		9.2.3, 9.3.1, 9.4.3	PR.AC-1	3.5.7	IA-5(1)	8.x
AAAI-03	Does the system have password complexity or length limitations and/or restrictions?	CSC 16		9.2.3, 9.3.1, 9.4.3	PR.AC-1			8.x
AAAI-04	Do you have documented password/passphrase reset procedures that are currently implemented in the system and/or customer support?	CSC 16		9.2.3, 9.3.1, 9.4.3	PR.AC-1	3.5.5, 3.5.8	IA-4	2.1, 8.x
AAAI-05	Does your web-based interface support authentication, including standards-based single-sign-on? (e.g. InCommon)	CSC 16		9.1.1, 9.2.3, 9.3.1, 9.4.3	PR.AC-1	3.5.1	IA-2, IA-5	8.x
AAAI-06	Are there any passwords/passphrases hard coded into your systems or products?	CSC 16		9				2.1, 8.x
AAAI-07	Are user account passwords/passphrases visible in administration modules?	CSC 16		9	PR.AC-1			8.x
AAAI-08	Are user account passwords/passphrases stored encrypted?	CSC 16		9	PR.AC-1	3.5.10	IA-5(1)	8.x
AAAI-09	Does your application and/or user-frontend/portal support multi-factor authentication? (e.g. Duo, Google Authenticator, OTP, etc.)	CSC 16		9	PR.AC-4	3.5.2, 3.5.3	IA-5	8.x
AAAI-10	Does your application support integration with other authentication and authorization systems? List which ones (such as Active Directory, Kerberos and what version) in Additional Info?	CSC 16		9.4.3	PR.AC-1, PR.AC-4			

AAAI-11	Will any external authentication or authorization system be utilized by an application with access to the institution's data?	CSC 16		9	PR.AC-1, PR.AC-4			8.x
AAAI-12	Does the system (servers/infrastructure) support external authentication services (e.g. Active Directory, LDAP) in place of local authentication?	CSC 16		9.4.3	PR.AC-1, PR.AC-4			
AAAI-13	Does the system operate in a mixed authentication mode (i.e. external and local authentication)?	CSC 16			PR.AC-1, PR.AC-4			
AAAI-14	Will any external authentication or authorization system be utilized by a system with access to institution data?	CSC 16			PR.AC-1, PR.AC-4	3.1.1		8.x
AAAI-15	Are audit logs available that include AT LEAST all of the following; login, logout, actions performed, and source IP address?	CSC 6		12.4	PR.PT-1	3.1.7, 3.3.1	AC-6(1,3,9), AU-2, AU-2(3), AU-3, AU-7, AU-9(4), AU-12, NIST 800-92	10.1, 10.2, 10.3, 10.5, 10.6, 10.7
AAAI-16	Describe or provide a reference to the a) system capability to log security/authorization changes as well as user and administrator security events (i.e. physical or electronic)(e.g. login failures, access denied, changes accepted), and b) all requirements necessary to implement logging and monitoring on the system. Include c) information about SIEM/log collector usage.	CSC 6		12.4	PR.PT-1	3.1.7, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.4.3, 3.7.1, 3.7.6, 3.10.4, 3.10.5	AU-2(3), AU-6, AU-12, AC-6(9), CM-3, MA-2, MA-5, PE-3	10.1, 10.2, 10.3, 10.5, 10.6, 10.7, 9.x
AAAI-17	Describe or provide a reference to the retention period for those logs, how logs are protected, and whether they are accessible to the customer (and if so, how).	CSC 6		12.4	PR.PT-1	3.3.8, 3.3.9	AU-9	10.7
Business Continuity Plan		**CIS Critical Security Controls v6.1**	**HIPAA**	**ISO 27002:2013**	**NIST Cybersecurity Framework**	**NIST SP 800-171r1**	**NIST SP 800-53r4**	**PCI DSS**
BCPL-01	Describe or provide a reference to your Business Continuity Plan (BCP).	CSC 10		17.1.1	PR.IP-9	3.12.2	AU-7, AU-9, IR-4, AC-5, CP-4, CP-10; NIST SP 800-34	
BCPL-02	May the Institution review your BCP and supporting documentation?	CSC 10			PR.IP-9	3.12.2	AC-5, CP-4, CP-10; NIST SP 800-34	
BCPL-03	Is an owner assigned who is responsible for the maintenance and review of the Business Continuity Plan?	CSC 10		17.1.1	PR.IP-9	3.12.2	AU-7, AU-9, IR-4, AC-5, CP-4, CP-10; NIST SP 800-34	
BCPL-04	Is there a defined problem/issue escalation plan in your BCP for impacted clients?	CSC 10		17	PR.IP-9	3.12.2	AU-7, AU-9, IR-4, AC-5, CP-4, CP-10; NIST SP 800-34	
BCPL-05	Is there a documented communication plan in your BCP for impacted clients?	CSC 10		17.1.2	PR.IP-9	3.12.2	AU-7, AU-9, IR-4, AC-5, CP-4, CP-10; NIST SP 800-34	
BCPL-06	Are all components of the BCP reviewed at least annually and updated as needed to reflect change?	CSC 10		17.1.2	PR.IP-9	3.12.2	AU-7, AU-9, IR-4, AC-5, CP-4, CP-10; NIST SP 800-34	
BCPL-07	Has your BCP been tested in the last year?	CSC 10		17.1.3	PR.IP-9	3.12.2	AU-7, AU-9, IR-4, AC-5, CP-4, CP-10; NIST SP 800-34	
BCPL-08	Does your organization conduct training and awareness activities to validate its employees understanding of their roles and responsibilities during a crisis?	CSC 10		7.2.2, 17.1.3	PR.IP-9	3.2.1, 3.2.2	AT-3, AC-5, CP-4, CP-10; NIST SP 800-34	12.x
BCPL-09	Are specific crisis management roles and responsibilities defined and documented?	CSC 10		7.2.2, 16.1.1, 17.1.3	PR.IP-9		AC-5, CP-4, CP-10; NIST SP 800-34	12.x
BCPL-10	Does your organization have an alternative business site or a contracted Business Recovery provider?	CSC 10		17.2.1	PR.IP-9		AC-5, CP-4, CP-10; NIST SP 800-34	12.1
BCPL-11	Does your organization conduct an annual test of relocating to an alternate site for business recovery purposes?	CSC 10		17.1.3	PR.IP-9		AC-5, CP-4, CP-10; NIST SP 800-34	12.1
BCPL-12	Is this product a core service of your organization, and as such, the top priority during business continuity planning?	CSC 10			PR.IP-9		AC-5, CP-4, CP-10; NIST SP 800-34	12.1
Change Management		**CIS Critical Security Controls v6.1**	**HIPAA**	**ISO 27002:2013**	**NIST Cybersecurity Framework**	**NIST SP 800-171r1**	**NIST SP 800-53r4**	**PCI DSS**
CHNG-01	Do you have a documented and currently followed change management process (CMP)?	CSC 10		12.1.2	PR.IP-3	3.4.3, 3.4.4	CM-3, CM-4, CM-5	6.4, 6.4.5, 6.4.5.1, 6.4.5.2
CHNG-02	Indicate all procedures that are implemented in your CMP. a.) An impact analysis of the upgrade is performed. b.) The change is appropriately authorized. c.) Changes are made first in a test environment. d.) The ability to implement the upgrades/changes in the production environment is limited to appropriate IT personnel.	CSC 10		12.1.2	PR.IP-3, PR.DS-7	3.4.3, 3.4.4, 3.4.5	CM-3, CM-4, CM-5	6.4, 6.4.5, 6.4.5.1, 6.4.5.2
CHNG-03	Will the Institution be notified of major changes to your environment that could impact the Institution's security posture?	CSC 10		12.1.2			CM-3, CM-4, CM-5	6.4, 12.8, 12.9

CHNG-04	Do clients have the option to not participate in or postpone an upgrade to a new release?	CSC 10					CM-3, CM-4, CM-5	12.1
CHNG-05	Describe or provide a reference to your solution support strategy in relation to maintaining software currency. (i.e. how many concurrent versions are you willing to run and support?)	CSC 2					CM-3, CM-4, CM-5	12.1, 12.8
CHNG-06	Identify the most current version of the software. Detail the percentage of live customers that are utilizing the proposed version of the software as well as each version of the software currently in use.	CSC 2					CM-3, CM-4, CM-5	
CHNG-07	Does the system support client customizations from one release to another?	CSC 10					CM-3, CM-4, CM-5	
CHNG-08	Does your organization ensure through policy and procedure (that is currently implemented) that only application software verifiable as authorized, tested, and approved for production, and having met all other requirements and reviews necessary for commissioning, is placed into production?	CSC 2		12.1.1	PR.DS-6	3.4.4	CM-3, CM-4, CM-5	12.1
CHNG-09	Do you have a release schedule for product updates?	CSC 10				3.14.4	CM-3, CM-4, CM-5	
CHNG-10	Do you have a technology roadmap, for the next 2 years, for enhancements and bug fixes for the product/service being assessed?	CSC 2					CM-3, CM-4, CM-5	
CHNG-11	Is Institution involvement (i.e. technically or organizationally) required during product updates?						CM-3, CM-4, CM-5	
CHNG-12	Do you have policy and procedure, currently implemented, managing how critical patches are applied to all systems and applications?	CSC 2		12.6.1			CM-3, CM-4, CM-5	12.1, 12.8, 6.2
CHNG-13	Do you have policy and procedure, currently implemented, guiding how security risks are mitigated until patches can be applied?	CSC 13	§164.308(a)(1)(ii)(B)	12.6.1			CM-3, CM-4, CM-5	12.2, 12.8
CHNG-14	Are upgrades or system changes installed during off-peak hours or in a manner that does not impact the customer?	CSC 10					CM-3, CM-4, CM-5	12.1, 12.2, 12.8
CHNG-15	Do procedures exist to provide that emergency changes are documented and authorized (including after the fact approval)?	CSC 10		12.1.2	PR.IP-3		CM-3, CM-4, CM-5	12.10, 12.8, 6.4
Data		**CIS Critical Security Controls v6.1**	**HIPAA**	**ISO 27002:2013**	**NIST Cybersecurity Framework**	**NIST SP 800-171r1**	**NIST SP 800-53r4**	**PCI DSS**
DATA-01	Do you physically and logically separate Institution's data from that of other customers?	CSC 12			PR.AC-2, PR.IP-5	3.1.3, 3.8.1	AC-4, MP-2, MP-4	12.8
DATA-02	Will Institution's data be stored on any devices (database servers, file servers, SAN, NAS, …) configured with non-RFC 1918/4193 (i.e. publicly routable) IP addresses?	CSC 12			PR.AC-2, PR.IP-5	3.1.22	AC-22	12.8, 9.x
DATA-03	Is sensitive data encrypted in transport? (e.g. system-to-client)	CSC 13		10.1.1	PR.DS-2			12.8, 4.1
DATA-04	Is sensitive data encrypted in storage (e.g. disk encryption, at-rest)?	CSC 13		8.2.3, 10.1.1	PR.DS-1	3.1.19, 3.8.1	MP-2, AC-19(5)	12.8
DATA-05	Do you employ or allow any cryptographic modules that do not conform to the Federal Information Processing Standards (FIPS PUB 140-2)?	CSC 13		8.2.3, 10.1.1		3.8.6, 3.13.11		12.1
DATA-06	Does your system employ encryption technologies when transmitting sensitive information over TCP/IP networks (e.g., SSH, SSL/TLS, VPN)? (e.g. system-to-system and system-to-client)	CSC 13		13.2	PR.DS-2		PE-2, PE-3, PE-5, MP-5	12.8, 4.1
DATA-07	List all locations (i.e. city + datacenter name) where the institution's data will be stored?	CSC 1				3.8.1	MP-2	12.8, 9.x
DATA-08	At the completion of this contract, will data be returned to the institution?	CSC 13		8.1.4		3.8.1	MP-2	12.8
DATA-09	Will the institution's data be available within the system for a period of time at the completion of this contract?	CSC 13		8.1.4				12.8
DATA-10	Can the institution extract a full backup of data?			12.3.1				12.8

DATA-11	Are ownership rights to all data, inputs, outputs, and metadata retained by the institution?	CSC 13		8.1.2		3.8.1		12.8
DATA-12	Are these rights retained even through a provider acquisition or bankruptcy event?	CSC 13		8.1.2		3.8.2		12.8
DATA-13	In the event of imminent bankruptcy, closing of business, or retirement of service, will you provide 90 days for customers to get their data out of the system and migrate applications?	CAC 13		8.1.2		3.8.1		12.8
DATA-14	Describe or provide a reference to the backup processes for the servers on which the service and/or data resides.	CSC 10		12.3.1	PR.IP-4	3.8.9	CP-9	9.x
DATA-15	Are backup copies made according to pre-defined schedules and securely stored and protected?	CSC 10		12.3.1	PR.IP-4	3.8.9	CP-9	12.8
DATA-16	How long are data backups stored?	CSC 10		12.3.1	PR.IP-4	3.8.9	CP-9	
DATA-17	Are data backups encrypted?	CSC 10		12.3.1	PR.DS-1, PR.IP-4	3.8.9	CP-9	
DATA-18	Do you have a cryptographic key management process (generation, exchange, storage, safeguards, use, vetting, and replacement), that is documented and currently implemented, for all system components? (e.g. database, system, web, etc.)	CSC 10		10.1.2		3.13.10	SC-28, SC-13, FIPS PUB 140-2	
DATA-19	Do current backups include all operating system software, utilities, security software, application software, and data files necessary for recovery?	CSC 10		12.3.1	ID.AM-1, ID.AM-2, PR.IP-9	3.8.9	CP-9	
DATA-20	Are you performing off site backups? (i.e. digitally moved off site)	CSC 10		12.3.1	PR.IP-4	3.8.1, 3.8.9	CP-9	9.x
DATA-21	Are physical backups taken off site? (i.e. physically moved off site)	CSC 10		12.3.1	PR.IP-4	3.8.1, 3.8.5, 3.8.9	CP-9, MP-5	9.x
DATA-22	Do backups containing the institution's data ever leave the Institution's Data Zone either physically or via network routing?	CSC 13		12.3.1		3.8.9	CP-9, MP-5	12.8
DATA-23	Do you have a media handling process, that is documented and currently implemented, including end-of-life, repurposing, and data sanitization procedures?	CSC 13		8.3.1	PR.DS-3	3.7.1, 3.7.2, 3.8.3	CP-9 MP-6, NIST SP 800-60, NIST SP 800-88, AC-2, AC-6, IA-4, PM-2, PM-10, SI-5, MA-2, MA-3, MP-6	9.x
DATA-24	Does the process described in DATA-23 adhere to DoD 5220.22-M and/or NIST SP 800-88 standards?	CSC 13		8.3.1, 18.1.1	PR.DS-3	3.7.3, 3.8.3,	AC-2, AC-6, IA-4, PM-2, PM-10, SI-5, MA-2	
DATA-25	Do procedures exist to ensure that retention and destruction of data meets established business and regulatory requirements?	CSC 13		8.3.1, 18.1.1	PR.DS-3, ID.GV-3	3.7.3, 3.8.3,	SI-12, AC-2, AC-6, IA-4, PM-2, PM-10, SI-5, MA-2	
DATA-26	Is media used for long-term retention of business data and archival purposes stored in a secure, environmentally protected area?	CSC 13		8.3.1, 18.1.1	PR.DS-3	3.8.1, 3.8.2	AC-2, AC-6, IA-4, PM-2, PM-10, SI-5	12.8, 9.x
DATA-27	Will you handle data in a FERPA compliant manner?	CSC 13		18.1.1	ID.GV-3			
DATA-28	Is any institution data visible in system administration modules/tools?	CSC 13, CSC 14		14.2.5	PR.AC-4			
Database		**CIS Critical Security Controls v6.1**	**HIPAA**	**ISO 27002:2013**	**NIST Cybersecurity Framework**	**NIST SP 800-171r1**	**NIST SP 800-53r4**	**PCI DSS**
DBAS-01	Does the database support encryption of specified data elements in storage?	CSC 13		10.1.1	PR.DS-1			
DBAS-02	Do you currently use encryption in your database(s)?	CSC 13		10.1.1	PR.DS-1, PR.DS-2			
Datacenter		**CIS Critical Security Controls v6.1**	**HIPAA**	**ISO 27002:2013**	**NIST Cybersecurity Framework**	**NIST SP 800-171r1**	**NIST SP 800-53r4**	**PCI DSS**
DCTR-01	Does your company own the physical data center where the Institution's data will reside?	CSC 14		11.1.1	PR.AC-2, PR.IP-5			12.8, 9.x
DCTR-02	Does the hosting provider have a SOC 2 Type 2 report available?	CSC 13		11.1.1				
DCTR-03	Are the data centers staffed 24 hours a day, seven days a week (i.e., 24x7x365)?	CSC 3		17.2.1				
DCTR-04	Do any of your servers reside in a co-located data center?	CSC 3, CSC 14					AC-4	12.8
DCTR-05	Are your servers separated from other companies via a physical barrier, such as a cage or hardened walls?	CSC 3, CSC 14		13.1.2	PR.AC-2			9.x
DCTR-06	Does a physical barrier fully enclose the physical space preventing unauthorized physical contact with any of your devices?	CSC 14		11.1.1, 11.1.2	PR.AC-2	3.8.1, 3.8.2		9.x

DCTR-07	Select the option that best describes the network segment that servers are connected to.	CSC 9			PR.AC-5	3.1.3		
DCTR-08	Does this data center operate outside of the Institution's Data Zone?	CSC 12		18.1.1				12.8
DCTR-09	Will any institution data leave the Institution's Data Zone?	CSC 12		18.1.1				12.9
DCTR-10	List all datacenters and the cities, states (provinces), and countries where the Institution's data will be stored (including within the Institution's Data Zone).	CSC 12		11.2.1				12.8
DCTR-11	Are your primary and secondary data centers geographically diverse?	CSC 10		11.1.4				12.8
DCTR-12	If outsourced or co-located, is there a contract in place to prevent data from leaving the Institution's Data Zone?	CSC 12		18.1.1				12.8
DCTR-13	What Tier Level is your data center (per levels defined by the Uptime Institute)?			17.1.1				
DCTR-14	Is the service hosted in a high availability environment?	CSC 10		17.1.1	PR.DS-4			
DCTR-15	Is redundant power available for all datacenters where institution data will reside?			17.2.1	PR.DS-4			
DCTR-16	Are redundant power strategies tested?			17.1.3	PR.DS-4			
DCTR-17	Describe or provide a reference to the availability of cooling and fire suppression systems in all datacenters where institution data will reside.			17.2.1			PE-2, PE-3, PE-5, PE-11, PE-13, PE-14	
DCTR-18	State how many Internet Service Providers (ISPs) provide connectivity to each datacenter where the institution's data will reside.	CSC 10		17.2.1	PR.DS-4		PE-2, PE-3, PE-5, PE-11, PE-13, PE-14	12.8
DCTR-19	Does every datacenter where the Institution's data will reside have multiple telephone company or network provider entrances to the facility?	CSC 13		17.2.1	PR.DS-4		PE-2, PE-3, PE-5, PE-11, PE-13, PE-14	12.8
Disaster Recovery Plan		**CIS Critical Security Controls v6.1**	**HIPAA**	**ISO 27002:2013**	**NIST Cybersecurity Framework**	**NIST SP 800-171r1**	**NIST SP 800-53r4**	**PCI DSS**
DRPL-01	Describe or provide a reference to your Disaster Recovery Plan (DRP).	CSC 10		17.1.1	PR.IP-9	3.12.2	AC-5, CP-4, CP-10; NIST SP 800-34	12.8
DRPL-02	Is an owner assigned who is responsible for the maintenance and review of the DRP?	CSC 10		16.1.1, 17.1.1	PR.IP-9	3.12.2	AC-5, CP-4, CP-10; NIST SP 800-34	12.8
DRPL-03	Can the Institution review your DRP and supporting documentation?	CSC 10			PR.IP-9	3.12.2	AC-5, CP-4, CP-10; NIST SP 800-34	12.8
DRPL-04	Are any disaster recovery locations outside the Institution's Data Zone?	CSC 10, CSC 12		17.1.1	PR.IP-9		AC-5, CP-4, CP-10; NIST SP 800-34	12.8
DRPL-05	Does your organization have a disaster recovery site or a contracted Disaster Recovery provider?	CSC 10		17.2.1	PR.IP-9		AC-5, CP-4, CP-10; NIST SP 800-34	
DRPL-06	Does your organization conduct an annual test of relocating to this site for disaster recovery purposes?	CSC 10		17.1.3	PR.IP-9		AC-5, CP-4, CP-10; NIST SP 800-34	
DRPL-07	Is there a defined problem/issue escalation plan in your DRP for impacted clients?	CSC 10			PR.IP-9	3.12.2	AC-5, CP-4, CP-10; NIST SP 800-34	12.8
DRPL-08	Is there a documented communication plan in your DRP for impacted clients?	CSC 10		17.1.2	PR.IP-9	3.12.2	AC-5, CP-4, CP-10; NIST SP 800-34	12.8
DRPL-09	Describe or provide a reference to how your disaster recovery plan is tested? (i.e. scope of DR tests, end-to-end testing, etc.)	CSC 10		17.1.3	PR.IP-9	3.12.2	AC-5, CP-4, CP-10; NIST SP 800-34	
DRPL-10	Has the Disaster Recovery Plan been tested in the last year? Please provide a summary of the results in Additional Information (including actual recovery time).	CSC 10		17.1.3	PR.IP-9	3.12.2	AC-5, CP-4, CP-10; NIST SP 800-34	
DRPL-11	Do the documented test results identify your organizations actual recovery time capabilities for technology and facilities?	CSC 10		7.1.3	PR.IP-9		AC-5, CP-4, CP-10; NIST SP 800-34	12.8
DRPL-12	Are all components of the DRP reviewed at least annually and updated as needed to reflect change?	CSC 10		17.1.1	PR.IP-9	3.12.2	AC-5, CP-4, CP-10; NIST SP 800-34	
DRPL-13	Do you carry cyber-risk insurance to protect against unforeseen service outages, data that is lost or stolen, and security incidents?					3.6.2	AC-5, CP-4, CP-10; NIST SP 800-34	12.8

Firewalls, IDS, IPS, and Networking		CIS Critical Security Controls v6.1	HIPAA	ISO 27002:2013	NIST Cybersecurity Framework	NIST SP 800-171r1	NIST SP 800-53r4	PCI DSS
FIDP-01	Are you utilizing a web application firewall (WAF)?	CSC 9		13.1.1	PR.DS-5			1.1
FIDP-02	Are you utilizing a stateful packet inspection (SPI) firewall?	CSC 9		13.1.1	PR.DS-5			1.1
FIDP-03	State and describe who has the authority to change firewall rules?	CSC 9		13	PR.AC-5			1.1
FIDP-04	Do you have a documented policy for firewall change requests?	CSC 9		12.1.2	PR.AC-5			1.1
FIDP-05	Have you implemented an Intrusion Detection System (network-based)?	CSC 19		13.1.2	DE.CM-1	3.6.1, 3.14.6, 3.14.7	IR-2, IR-4, IR-5	11.4
FIDP-06	Have you implemented an Intrusion Prevention System (network-based)?	CSC 19		13.1.2	DE.CM-1	3.6.1, 3.14.6, 3.14.7	IR-2, IR-4, IR-5	11.4
FIDP-07	Do you employ host-based intrusion detection?	CSC 19		13.1.2	DE.CM-1	3.6.1, 3.14.6, 3.14.7	IR-2, IR-4, IR-5	11.4
FIDP-08	Do you employ host-based intrusion prevention?	CSC 19		13.1.2	DE.CM-1	3.6.1, 3.14.6, 3.14.7	IR-2, IR-4, IR-5	11.4
FIDP-09	Are you employing any next-generation persistent threat (NGPT) monitoring?	CSC 19		12.4.1		3.6.1, 3.14.6, 3.14.7	IR-2, IR-4, IR-5	11.5
FIDP-10	Do you monitor for intrusions on a 24x7x365 basis?	CSC 19		12.4.1	DE.CM-1, DE.CM-2, DE.CM-7	3.6.1, 3.14.6, 3.14.7	IR-2, IR-4, IR-5	11.4
FIDP-11	Is intrusion monitoring performed internally or by a third-party service?	CSC 6, CSC 19		12.4.1	DE.CM-1, DE.CM-2, DE.CM-7	3.6.1, 3.14.6, 3.14.7	IR-2, IR-4, IR-5	11.4, 12.8
FIDP-12	Are audit logs available for all changes to the network, firewall, IDS, and IPS systems?	CSC 6		12.4.1	DE.AE-1, DE.CM-1, PR.PT-4	3.3.1	AU-2	1.1, 10.8, 10.6, 10.3, 10.2, 11.4
Mobile Applications		**CIS Critical Security Controls v6.1**	**HIPAA**	**ISO 27002:2013**	**NIST Cybersecurity Framework**	**NIST SP 800-171r1**	**NIST SP 800-53r4**	**PCI DSS**
MAPP-01	On which mobile operating systems is your software or service supported?	CSC 18						
MAPP-02	Describe or provide a reference to the application's architecture and functionality.	CSC 3			DE.CM-7			
MAPP-03	Is the application available from a trusted source (e.g., iTunes App Store, Android Market, BB World)?	CSC 18			DE.CM-7			
MAPP-04	Does the application store, process, or transmit critical data?	CSC 13, CSC 18		8.2.1; 8.2.3	DE.CM-7, PR.DS-2			
MAPP-05	Is Institution's data encrypted in transport?	CSC 13		8.2.3	DE.CM-7, PR.DS-2	3.1.19	AC-19(5)	4.1
MAPP-06	Is Institution's data encrypted in storage? (e.g. disk encryption, at-rest)	CSC 14		8.2.3	DE.CM-7, PR.DS-1			
MAPP-07	Does the mobile application support Kerberos, CAS, or Active Directory authentication?	CSC 16		9.4.2				
MAPP-08	Will any of these systems be implemented on systems hosting the Institution's data?	CSC 16						
MAPP-09	Does the application adhere to secure coding practices (e.g. OWASP, etc.)?	CSC 18		14.2.1	DE.CM-7			
MAPP-10	Has the application been tested for vulnerabilities by a third party?	CSC 18		12.7.1, 18.2.1	DE.CM-7, DE.CM-8, ID.RA-1			
MAPP-11	State the party that performed the vulnerability test and the date it was conducted?	CSC 18		12.7.1, 18.2.1	DE.CM-7, DE.CM-8, ID.RA-1			
Physical Security		**CIS Critical Security Controls v6.1**	**HIPAA**	**ISO 27002:2013**	**NIST Cybersecurity Framework**	**NIST SP 800-171r1**	**NIST SP 800-53r4**	**PCI DSS**
PHYS-01	Does your organization have physical security controls and policies in place?	CSC 3		11.1.1	PR.AC-2, PR.AT-5, PR.IP-5, DE.CM-2	3.8.2, 3.10.1, 3.10.2, 3.10.5, 3.10.6, 3.12.1	MP-4, PE-2, PE-5, PE-6, PE-17	9.x
PHYS-02	Are employees allowed to take home Institution's data in any form?	CSC 13		8.2.3	PR.AC-2, PR.AC-4, PR.DS-1, PR.DS-3, PR.DS-5	3.8.1, 3.8.5, 3.8.7	MP-2, MP-5, MP-7	12.1, 9.x
PHYS-03	Are video monitoring feeds retained?	CSC 3		11.1.2, 11.1.3	DE.CM-2	3.10.2	PE-6	9.x
PHYS-04	Are video feeds monitored by datacenter staff?	CSC 3		11.1.2, 11.1.3	DE.CM-2	3.10.2	PE-6	9.x
PHYS-05	Are individuals required to sign in/out for installation and removal of equipment?	CSC 14		11.1.2	PR.DS-3	3.7.3, 3.8.1, 3.8.5, 3.8.7, 3.10.3	MP-2, MP-5, MP-7	9.x

Policies, Procedures, and Processes		CIS Critical Security Controls v6.1	HIPAA	ISO 27002:2013	NIST Cybersecurity Framework	NIST SP 800-171r1	NIST SP 800-53r4	PCI DSS
PPPR-01	Can you share the organization chart, mission statement, and policies for your information security unit?			5.1.1	ID.GV-2	3.9.1, 3.9.2	PM-2, PM-10, SI-5, CA-5, PM-1	12.4, 12.5
PPPR-02	Do you have a documented patch management process?	CSC 4		12.6.1	PR.IP-12		CA-5, PM-1	6.4.5
PPPR-03	Can you accommodate encryption requirements using open standards?	CSC 13		10.1.1, 18.1.5			CA-5, PM-1	
PPPR-04	Have your developers been trained in secure coding techniques?	CSC 4, CSC 17		14.2.1			CA-5, PM-1	12.6, 6.5
PPPR-05	Was your application developed using secure coding techniques?	CSC 4		14.2.1			CA-5, PM-1	6.3
PPPR-06	Do you subject your code to static code analysis and/or static application security testing prior to release?	CSC 4		14.2.1, 14.2.5, 14.2.8	DE.CM-8, RS.MI-3		CA-5, PM-1	6.3.2
PPPR-07	Do you have software testing processes (dynamic or static) that are established and followed?	CSC 4		14.2.8	PR.DS-7	3.12.2	CA-5, PM-1	6.3.2, 6.4.5.3
PPPR-08	Are information security principles designed into the product lifecycle?	CSC 4		14.2.1		3.13.2	CA-5, PM-1	6.3, 6.3.1
PPPR-09	Do you have a documented systems development life cycle (SDLC)?	CSC 4		14.2.1	PR.IP-2		CM-3, SA-15, SA-3, SA-8, SC-2, CA-5, PM-1	6.3.2
PPPR-10	Do you have a formal incident response plan?	CSC 19		16.1.5	PR.IP-9	3.6.1, 3.12.2	CA-5, PM-1, IR-4, IR-5, IR-7, IR-8	12.10, 12.8, 12.9
PPPR-11	Will you comply with applicable breach notification laws?	CSC 19		18.1.1	ID.GV-3	3.6.2,	CA-5, PM-1, IR-4, IR-5, IR-6, IR-7, IR-8	12.8
PPPR-12	Will you comply with the Institution's IT policies with regards to user privacy and data protection?	CSC 13		18.1.1		3.6.2	CA-2, SA-15, CA-5, PM-1, IR-4, IR-5, IR-6, R-7, IR-8	12.8
PPPR-13	Is your company subject to Institution's Data Zone laws and regulations?	CSC 19		18.1.1	ID.GV-3		CA-5, PM-1	
PPPR-14	Do you perform background screenings or multi-state background checks on all employees prior to their first day of work?	CSC 5		7.1.1	PR.IP-11	3.9.1	CA-5, PM-1, PS-3	12.7
PPPR-15	Do you require new employees to fill out agreements and review policies?	CSC 17		7.1.2	PR.IP-11		CA-5, PM-1	12.6, 7.x, 8.x, 9.x
PPPR-16	Do you have documented information security policy?	CSC 17	§164.308(a)(1)(i)	5.1.1	ID.GV-3		CA-5, PM-1	12.1, 5.4 (?)
PPPR-17	Do you have an information security awareness program?	CSC 17	§164.308(a)(5)(i)	7.2.2	PR.AT-1	3.2.1	AT-2, CA-5, PM-1	12.6
PPPR-18	Is security awareness training mandatory for all employees?	CSC 17	§164.308(a)(5)(i)	7.2.2	PR.AT-1	3.2.1, 3.2.2, 3.2.3	AT-2, AT-3, CA-5, PM-1	12.6
PPPR-19	Do you have process and procedure(s) documented, and currently followed, that require a review and update of the access-list(s) for privileged accounts?	CSC 17		9.2.5	PR.AC-4, PR.PT-3	3.1.7	CA-5, PM-1	12.1, 12.5, 12.6
PPPR-20	Do you have documented, and currently implemented, internal audit processes and procedures?			12.7.1			CA-5, PM-1, PS-4, PS-5, PE-2, PE-3, PE-5, AC-6, RA-3, SA-8, CA-2, NIST SP 800-37; NIST SP 800-39; NIST SP 800-115; NIST SP 800-137	
Product Evaluation		**CIS Critical Security Controls v6.1**	**HIPAA**	**ISO 27002:2013**	**NIST Cybersecurity Framework**	**NIST SP 800-171r1**	**NIST SP 800-53r4**	**PCI DSS**
PROD-01	Do you incorporate customer feedback into security feature requests?							
PROD-02	Can you provide an evaluation site to the institution for testing?				PR.DS-7			
Quality Assurance		**CIS Critical Security Controls v6.1**	**HIPAA**	**ISO 27002:2013**	**NIST Cybersecurity Framework**	**NIST SP 800-171r1**	**NIST SP 800-53r4**	**PCI DSS**
QLAS-01	Provide a general summary of your Quality Assurance program.	CSC 13						
QLAS-02	Do you comply with ISO 9001?	CSC 13		18.1.1				
QLAS-03	Will your company provide quality and performance metrics in relation to the scope of services and performance expectations for the services you are offering?	CSC 13						

QLAS-04	Have you supplied products and/or services to the Institution (or its Campuses) in the last five years?							
QLAS-05	Do you have a program to keep your customers abreast of higher education and/or industry issues?	CSC 17						
Systems Management & Configuration		**CIS Critical Security Controls v6.1**	**HIPAA**	**ISO 27002:2013**	**NIST Cybersecurity Framework**	**NIST SP 800-171r1**	**NIST SP 800-53r4**	**PCI DSS**
SYST-01	Are systems that support this service managed via a separate management network?	CSC 12		13.1.1	PR.PT-4	3.1.3	AC-4	
SYST-02	Do you have an implemented system configuration management process? (e.g. secure "gold" images, etc.)	CSC 3			PR.IP-1	3.4.1, 3.4.2, 3.4.3	CM-2, CM-3, CM-6, CM-8	
SYST-03	Are employee mobile devices managed by your company's Mobile Device Management (MDM) platform?	CSC 3		6.2.1		3.13.13		
SYST-04	Do you have a systems management and configuration strategy that encompasses servers, appliances, and mobile devices (company and employee owned)?	CSC 3		12.1.1	PR.IP-1, PR.IP-2	3.1.18, 3.7.1, 3.13.13	CM-2, CM-6, CM-3, AC-19, MA-2	
Vulnerability Scanning		**CIS Critical Security Controls v6.1**	**HIPAA**	**ISO 27002:2013**	**NIST Cybersecurity Framework**	**NIST SP 800-171r1**	**NIST SP 800-53r4**	**PCI DSS**
VULN-01	Are your applications scanned externally for vulnerabilities?	CSC 4		12.6.1	DE.CM-8	3.11.1, 3.11.2, 3.11.3	SI-2	11.2
VULN-02	Have your applications had an external vulnerability assessment in the last year?	CSC 4		12.6.1	DE.CM-8	3.11.1, 3.11.2, 3.11.3	SI-2	11.2
VULN-03	Are your applications scanned for vulnerabilities prior to new releases?	CSC 4			DE.CM-8	3.11.1, 3.11.2, 3.11.3	SI-2	11.2
VULN-04	Are your systems scanned externally for vulnerabilities?	CSC 4			DE.CM-8	3.11.1, 3.11.2, 3.11.3	SI-2	11.2
VULN-05	Have your systems had an external vulnerability assessment in the last year?	CSC 4			DE.CM-8		SI-2	11.2
VULN-06	Describe or provide a reference to the tool(s) used to scan for vulnerabilities in your applications and systems.	CSC 4			DE.CM-8	3.11.1, 3.11.2, 3.11.3	SI-2	11.2
VULN-07	Will you provide results of security scans to the Institution?	CSC 4			DE.CM-8		SI-2	11.2
VULN-08	Describe or provide a reference to how you monitor for and protect against common web application security vulnerabilities (e.g. SQL injection, XSS, XSRF, etc.).	CSC 7, CSC 18		12.6.1	ID.RA-1, DE.CM-8, PR.IP-12	3.11.1, 3.11.2, 3.11.3, 3.14.2	SI-2	11.2, 11.3
VULN-09	Will you allow the institution to perform its own security testing of your systems and/or application provided that testing is performed at a mutually agreed upon time and date?	CSC 20		18.2.1	DE.CM-8	3.11.1, 3.11.2, 3.11.3	SI-2	11.2, 12.8
HIPAA		**CIS Critical Security Controls v6.1**	**HIPAA**	**ISO 27002:2013**	**NIST Cybersecurity Framework**	**NIST SP 800-171r1**	**NIST SP 800-53r4**	**PCI DSS**
HIPA-01	Do your workforce members receive regular training related to the HIPAA Privacy and Security Rules and the HITECH Act?	CSC 17	§164.308(a)(5)(i)	18.1.1, 7.2.2	ID.GV-3	3.2.2	AT-3	
HIPA-02	Do you monitor or receive information regarding changes in HIPAA regulations?	CSC 13	§164.316(b)(2)(iii)	18.1.1	ID.GV-3			
HIPA-03	Has your organization designated HIPAA Privacy and Security officers as required by the Rules?	CSC 17	§164.308(a)(2)	18.1.1	ID.GV-3			
HIPA-04	Do you comply with the requirements of the Health Information Technology for Economic and Clinical Health Act (HITECH)?	CSC 13		18.1.1	ID.GV-3			
HIPA-05	Do you have an incident response process and reporting in place to investigate any potential incidents and report actual incidents?	CSC 19	§164.308(a)(6)(i)	16.1.1	ID.GV-3	3.6.1, 3.14.1	IR-2, IR-4, IR-5, IR-7	12.10, 10.10
HIPA-06	Do you have a plan to comply with the Breach Notification requirements if there is a breach of data?	CSC 19	§164.308(a)(6)(ii)	16.1.2, 16.1.5, 18.1.1	ID.GV-3	3.6.2, 3.12.2	IR-6	12.8
HIPA-07	Have you conducted a risk analysis as required under the Security Rule?	CSC 13	§164.308(a)(1)(i)		ID.GV-3			12.2
HIPA-08	Have you identified areas of risks?	CSC 4	§164.308(a)(1)(i), §164.308(a)(1)(ii)(A)		ID.GV-3			12.2

HIPA-09	Have you taken actions to mitigate the identified risks?	CSC 4	§164.308(a)(1)(ii)(B)		ID.GV-3			12.2
HIPA-10	Does your application require user and system administrator password changes at a frequency no greater than 90 days?	CSC 16	§164.308(a)(5)(ii)(D)	9.4.3	ID.GV-3	3.5.6	IA-4	
HIPA-11	Does your application require a user to set their own password after an administrator reset or on first use of the account?	CSC 16	§164.308(a)(5)(ii)(D)	9.4.3	ID.GV-3	3.5.9	IA-5(1)	
HIPA-12	Does your application lock-out an account after a number of failed login attempts?	CSC 16	§164.308(a)(4), §164.312(a)(2)(ii), §164.312(a)(2)(iii)	9.4.3	ID.GV-3	3.1.8	AC-7	
HIPA-13	Does your application automatically lock or log-out an account after a period of inactivity?	CSC 16	§164.308(a)(4), §164.312(a)(2)(ii), §164.312(a)(2)(iii)	9.4.3	ID.GV-3	3.1.10, 3.1.11	AC-11, AC-11(1), AC-12	8.x
HIPA-14	Are passwords visible in plain text, whether when stored or entered, including service level accounts (i.e. database accounts, etc.)?	CSC 16	§164.308(a)(4), §164.312(d)	9.4.3	ID.GV-3	3.5.10	IA-5(1)	8.x
HIPA-15	If the application is institution-hosted, can all service level and administrative account passwords be changed by the institution?	CSC 16	§164.308(a)(4), §164.312(d)		ID.GV-3			8.x
HIPA-16	Does your application provide the ability to define user access levels?	CSC 16	§164.308(a)(4), §164.312(a)(1), §164.312(a)(2)(i), §164.312(d)		ID.GV-3	3.1.2		8.x
HIPA-17	Does your application support varying levels of access to administrative tasks defined individually per user?	CSC 16, 5	§164.308(a)(4), §164.312(a)(1), §164.312(a)(2)(i), §164.312(d)	9.1.1	ID.GV-3	3.1.2, 3.1.5		8.x
HIPA-18	Does your application support varying levels of access to records based on user ID?	CSC 16	§164.308(a)(4), §164.312(a)(1), §164.312(a)(2)(i), §164.312(d)	9.2.3	ID.GV-3	3.1.2		8.x
HIPA-19	Is there a limit to the number of groups a user can be assigned?	CSC 16	§164.308(a)(4), §164.312(a)(1)	9.2.3	ID.GV-3			
HIPA-20	Do accounts used for vendor supplied remote support abide by the same authentication policies and access logging as the rest of the system?	CSC 6, CSC 16	§164.308(a)(4), §164.312(a)(1)		ID.GV-3	3.3.1	AU-2, AU-6, AU-12	8.x
HIPA-21	Does the application log record access including specific user, date/time of access, and originating IP or device?	CSC 6	§ 164.308(a)(1)(ii)(D)	12.4.1	ID.GV-3	3.3.2	AU-3	10.7
HIPA-22	Does the application log administrative activity, such user account access changes and password changes, including specific user, date/time of changes, and originating IP or device?	CSC 6	§164.312(b)	12.4.1	ID.GV-3			10.7
HIPA-23	How long does the application keep access/change logs?	CSC 6	§164.312(b)	12.4.1	ID.GV-3			10.7
HIPA-24	Can the application logs be archived?	CSC 6	§164.312(b)	12.4.1	ID.GV-3			10.7
HIPA-25	Can the application logs be saved externally?	CSC 6	§164.312(b)	12.4.1	ID.GV-3			10.7
HIPA-26	Does your data backup and retention policies and practices meet HIPAA requirements?	CSC 10	§164.312(a)(2)(ii)	18.1.1	ID.GV-3			10.7
HIPA-27	Do you have a disaster recovery plan and emergency mode operation plan?	CSC 10	§164.308(a)(7)(i)	17.1.1	ID.GV-3	3.12.2		12.1
HIPA-28	Have the policies/plans mentioned above been tested?	CSC 10	§164.308(a)(7)(i)	17.1.3	ID.GV-3	3.6.3, 3.12.2		12.1
HIPA-29	Can you provide a HIPAA compliance attestation document?	CSC 10	§164.308(b)(2)	18.1.1	ID.GV-3			10.7
HIPA-30	Are you willing to enter into a Business Associate Agreement (BAA)?	CSC 10	§164.308(b)(1), §164.308(b)(3), §164.314(a)(1)(i)	18.1.1	ID.GV-3			
HIPA-31	Have you entered into a BAA with all subcontractors who may have access to protected health information (PHI)?	CSC 10	§164.308(a)(3)(i), §164.308(b)(1), §164.308(b)(3), §164.314(a)(1)(i)	18.1.1	ID.GV-3			12.8
PCI DSS		**CIS Critical Security Controls v6.1**	**HIPAA**	**ISO 27002:2013**	**NIST Cybersecurity Framework**	**NIST SP 800-171r1**	**NIST SP 800-53r4**	**PCI DSS**
PCID-01	Do your systems or products store, process, or transmit cardholder (payment/credit/debt card) data?	CSC 10		18.1.1	ID.GV-3			12.8
PCID-02	Are you compliant with the Payment Card Industry Data Security Standard (PCI DSS)?	CSC 10		18.1.1	ID.GV-3			12.8

PCID-03	Do you have a current, executed within the past year, Attestation of Compliance (AoC) or Report on Compliance (RoC)?	CSC 10		18.1.1	ID.GV-3			12.8
PCID-04	Are you classified as a service provider?				ID.GV-3			12.8
PCID-05	Are you on the list of VISA approved service providers?				ID.GV-3			12.8
PCID-06	Are you classified as a merchant? If so, what level (1, 2, 3, 4)?				ID.GV-3			12.8
PCID-07	Describe the architecture employed by the system to verify and authorize credit card transactions.	CSC 1, CSC 2			ID.GV-3			PCI Scope
PCID-08	What payment processors/gateways does the system support?	CSC 18			ID.GV-3			12.8
PCID-09	Can the application be installed in a PCI DSS compliant manner ?	CSC 10			ID.GV-3			12.8
PCID-10	Is the application listed as an approved PA-DSS application?				ID.GV-3			12.8
PCID-11	Does the system or products use a third party to collect, store, process, or transmit cardholder (payment/credit/debt card) data?	CSC 12, CSC 13			ID.GV-3			12.8
PCID-12	Include documentation describing the systems' abilities to comply with the PCI DSS and any features or capabilities of the system that must be added or changed in order to operate in compliance with the standards.	CSC 10			ID.GV-3			12.8

CIS	4
HIPAA	5
ISO	6
NIST	7
NIST SP	8
NIST SP	9
PCI DSS	10

HECVAT - Full - Analyst Report

Version 2.11

HEISC Shared Assessments Working Group

Instructions

Step 1: Select the security framework used at your institution in cell B10. **Step 2:** Convert qualitative vendor responses into quantitative values, starting at cell G37. **Step 3:** Review converted values, ensuring full population of report. **Step 4:** Move to the Summary Report tab.

Vendor Name	Vendor Name		**Product Name**	Product Name and Version Information
Vendor Contact Name	Vendor Contact Name		**Product Description**	Brief Description of the Product
Vendor Contact Title	Vendor Contact Title		**HECVAT Version**	Full
Vendor Email Address	Vendor Contact E-mail Address		**Date Prepared**	mm/dd/yyyy
Institution's Security Framework		<- Select your security framework.		

Report Sections	Max_Score	Score	Score %
Documentation	105	0	0%
Application Security	375	0	0%
Authentication, Authorization, and Accounting	365	0	0%
Change Management	275	0	0%
Company	120	0	0%
Data	550	0	0%
Database	50	0	0%
Datacenter	290	0	0%
Networking	245	0	0%
Physical Security	100	0	0%
Processes	420	0	0%
Systems Management & Configuration	70	0	0%
Vulnerability Scanning	170	0	0%
Overall Score	**F**	**0**	**0%**

Qualitative Questions

ID	Question	Vendor Answer	Compliant?	
COMP-01	Describe your organization’s business background and ownership structure, including all parent and subsidiary relationships.	0		Please rate the vendor's answer
COMP-02	Describe how long your organization has conducted business in this product area.	0		Please rate the vendor's answer
COMP-07	Use this area to share information about your environment that will assist those who are assessing your company data security program.	0		Please rate the vendor's answer
APPL-07	What operating system(s) is/are leveraged by the system(s)/application(s) that will have access to institution's data?	0		Please rate the vendor's answer
APPL-09	Describe or provide a reference to additional software/products necessary to implement a functional system on either the backend or user-	0		Please rate the vendor's answer
APPL-10	Describe or provide a reference to the overall system and/or application architecture(s), including appropriate diagrams. Include a full	0		Please rate the vendor's answer
APPL-12	Describe or provide a reference to all web-enabled features and functionality of the system (i.e. accessed via a web-based interface).	0		Please rate the vendor's answer
APPL-13	Are there any OS and/or web-browser combinations that are not currently supported?	0		Please rate the vendor's answer
APPL-15	Describe or provide a reference to the facilities available in the system to provide separation of duties between security administration and	0		Please rate the vendor's answer
APPL-16	Describe or provide a reference that details how administrator access is handled (e.g. provisioning, principle of least privilege,	0		Please rate the vendor's answer

APPL-17	Describe or provide references explaining how tertiary services are redundant (i.e. DNS, ISP, etc.).	0	Please rate the vendor's answer
AAAI-16	Describe or provide a reference to the a) system capability to log security/authorization changes as well as user and administrator security events	0	Please rate the vendor's answer
CHNG-02	Indicate all procedures that are implemented in your CMP. a.) An impact analysis of the upgrade is performed. b.) The change is appropriately	0	Please rate the vendor's answer
CHNG-05	Describe or provide a reference to your solution support strategy in relation to maintaining software currency. (i.e. how many concurrent	0	Please rate the vendor's answer
CHNG-06	Identify the most current version of the software.	0	Please rate the vendor's answer
CHNG-07	Detail the percentage of live customers that are utilizing the proposed version of the software as Does the system support client customizations from one release to another?	0	Please rate the vendor's answer
DATA-07	List all locations (i.e. city + datacenter name) where the institution's data will be stored?	0	Please rate the vendor's answer
DATA-14	Describe or provide a reference to the backup processes for the servers on which the service and/or data resides.	0	Please rate the vendor's answer
DATA-16	How long are data backups stored?	0	Please rate the vendor's answer
DCTR-07	Select the option that best describes the network segment that servers are connected to.	0	Please rate the vendor's answer
DCTR-10	List all datacenters and the cities, states (provinces), and countries where the Institution's data will be stored (including within the	0	Please rate the vendor's answer
DCTR-13	What Tier Level is your data center (per levels defined by the Uptime Institute)?	0	Please rate the vendor's answer
DCTR-17	Describe or provide a reference to the availability of cooling and fire suppression systems in all datacenters where institution data will reside.	0	Please rate the vendor's answer
DCTR-18	State how many Internet Service Providers (ISPs) provide connectivity to each datacenter where the institution's data will reside.	0	Please rate the vendor's answer
FIDP-03	State and describe who has the authority to change firewall rules?	0	Please rate the vendor's answer
FIDP-11	Is intrusion monitoring performed internally or by a third-party service?	0	Please rate the vendor's answer
QLAS-01	Provide a general summary of your Quality Assurance program.	0	Please rate the vendor's answer
VULN-06	Describe or provide a reference to the tool(s) used to scan for vulnerabilities in your applications and systems.	0	Please rate the vendor's answer
VULN-08	Describe or provide a reference to how you monitor for and protect against common web application security vulnerabilities (e.g. SQL	0	Please rate the vendor's answer
HIPAA Section Required	0		Compliant?
HIPA-23	How long does the application keep access/change logs?	0	
Mobile App Section Required	0		Compliant?
MAPP-01	On which mobile operating systems is your software or service supported?	0	
MAPP-02	Describe or provide a reference to the application's architecture and functionality.	0	
MAPP-08	Will any of these systems be implemented on systems hosting the Institution's data?	0	
MAPP-11	State the party that performed the vulnerability test and the date it was conducted?	0	
Third Party Section Required	0		Compliant?
THRD-01	Describe how you perform security assessments of third party companies with which you share data (i.e. hosting providers, cloud services, PaaS,	0	
THRD-02	Provide a brief description for why each of these third parties will have access to institution data.	0	
THRD-03	What legal agreements (i.e. contracts) do you have in place with these third parties that address liability in the event of a data breach?	0	

THRD-04	Describe or provide references to your third party management strategy or provide additional information that may help analysts better	0	
Business Continuity Section Required		0	Compliant?
BCPL-01	Describe or provide a reference to your Business Continuity Plan (BCP).	0	
Disaster Recovery Section Required		0	Compliant?
DRPL-01	Describe or provide a reference to your Disaster Recovery Plan (DRP).	0	
DRPL-09	Describe or provide a reference to how your disaster recovery plan is tested? (i.e. scope of DR tests, end-to-end testing, etc.)	0	
PCI DSS Section Required		0	Compliant?
PCID-06	Are you classified as a merchant? If so, what level (1, 2, 3, 4)?	0	
PCID-07	Describe the architecture employed by the system to verify and authorize credit card transactions.	0	
PCID-08	What payment processors/gateways does the system support?	0	
PCID-12	Include documentation describing the systems' abilities to comply with the PCI DSS and any features or capabilities of the system that must	0	

Higher Education Community Vendor Assessment Tool (HECVAT) - Full - Analyst Reference

HEISC Shared Assessments Working Group

Instructions

Use this reference guide to assess vendor responses in relation to your institution's environment. The context of HECVAT questions can change, depending on implementation specifics so these recommendations and follow-up response are not exhaustive and are meant to improve assessment and report capabilities within your institution's security/risk assessment program.

Analyst tip #1: For any answer that is deem "non-compliant" by your institution, ask the vendor if there is a timeline for implementation, a sincere commitment to customer development engagement, and/or possible implementation of compensating control(s) that offsite the risks of another component.

Analyst tip #2: If a vendor's response to a follow-up inquiry is vague or seems off-point or dismissive, respond back to the vendor contact with clear expectations for a response. Responses that fail to meet expectations thereafter should be negatively assessed based on your institution's risk tolerance and the criticality of the data involved.

Analyst tip #3: The most important tip - reject a HECVAT from a vendor if; the vendor provides the institution with a insufficiently populated HECVAT; or the vendor responses are vague and/or do not answer questions directly; or significant discrepancies are found, making the HECVAT difficult to assess.

Qualifiers		Reason for Question	Follow-up Inquiries/Responses
Qualifier responses are meant to set the response requirements for a vendor and the intended use case. Since responses to these questions can make some question sections optional, vendors often answer sections partially, if they have the proper documentation. Depending on the security program maturity and risk tolerance of your institution, not all vendor responses will be relevant.			
QUAL-01	Does your product process protected health information (PHI) or any data covered by the Health Insurance Portability and Accountability Act?	This qualifier determines the presence of PHI in the solution and sets the HIPAA section as required appropriately.	Reference the HIPAA section for follow-up review.
QUAL-02	Does the vended product host/support a mobile application? (e.g. app)	The use of standalone, mobile applications is the focus of this qualifier and sets the Mobile Application section as required if in use. When a mobile application is implemented for system communication, data flows, encryption, and storage strategies on a mobile device become important.	Reference the Mobile Application section for follow-up review. Many "applications" run in a web-browser and vendors incorrectly respond due to this common word use. Ensure that responses are in the context of true mobile applications, not just web-based systems.
QUAL-03	Will institution data be shared with or hosted by any third parties? (e.g. any entity not wholly-owned by your company is considered a third-party)	Vendors oftentimes use other vendors to supplement and/or host their infrastructures and it is important to know what, if any, institutional data is shared with fourth-parties. Responses to this qualifier set the response requirement for the Third Parties section.	Reference the Third Parties section for follow-up review.
QUAL-04	Do you have a Business Continuity Plan (BCP)?	This qualifier determines the existence of a complete, fully-populated BCP, maintained by the vendor, and sets the Business Continuity Plan section as required appropriately.	Reference the Business Continuity Plan section for follow-up review.
QUAL-05	Do you have a Disaster Recovery Plan (DRP)?	This qualifier determines the existence of a complete, fully-populated DRP, maintained by the vendor, and sets the Business Continuity Plan section as required appropriately.	Reference the Disaster Recovery Plan section for follow-up review.
QUAL-06	Will data regulated by PCI DSS reside in the vended product?	This qualifier determines the presence of PCI DSS in the solution and sets the PCI DSS section as required appropriately.	Reference the PCI DSS section for follow-up review.
QUAL-07	Is your company a consulting firm providing only consultation to the Institution?	When consultants are given access to a system containing institutional data, the "sharing" of data is not in the same context as traditional data sharing (i.e. hosting, etc.) and thus, many of the HECVAT questions do not apply. When consultants have access to a system (onsite of via remote affiliate-type accounts), the Consulting section is most relevant.	Reference the Consulting section for follow-up review.
Documentation		**Reason for Question**	**Follow-up Inquiries/Responses**
DOCU-01	Have you undergone a SSAE 18 audit?	Standard documentation, relevant to institutions requiring a vendor to undergo SSAE 16 audits.	Follow-up inquiries for SSAE 16 content will be institution/implementation specific.
DOCU-02	Have you completed the Cloud Security Alliance (CSA) self assessment or CAIQ?	Many vendors have populated a CAIQ or at least a self-assessment. Although lacking in some areas important to Higher Ed, these documents are useful for supplemental assessment.	Follow-up inquiries for CSA content will be institution/implementation specific.
DOCU-03	Have you received the Cloud Security Alliance STAR certification?	If a vendor is STAR certified, vendor responses can theoretically be more trusted since CSA has verified their responses. Trust, but verify for yourself, as needed.	If STAR certification is important to your institution you may have specific follow-up details for documentation purposes.
DOCU-04	Do you conform with a specific industry standard security framework? (e.g. NIST Cybersecurity Framework, ISO 27001, etc.)	The details of the standard are not the focus here, it is the fact that a vendor builds their environment around a standard and that they continually evaluate and assess their security programs.	In an ideal world, a vendor will conform to an industry framework that is adopted by an institution. When this synergy does not exist, the interpretation of the vendor's responses must be interpreted in the context of the institution's environment. Follow-up inquires for industry frameworks (and levels of adoption) will be institution/implementation specific.
DOCU-05	Are you compliant with FISMA standards?	For institutions that collaborate with the United States government, FISMA compliance may be required.	Follow-up inquiries for FISMA compliance will be institution/implementation specific.
DOCU-06	Does your organization have a data privacy policy?	Managing and protecting institution data is the reason organizations perform security and risk assessments. Privacy policies outline how vendors will obtain, use, share, and protect institutional data and as such, should be robust in its language. Beware of vaguely worded privacy policies.	Inquire about any privacy language the vendor may have. It may not be ideal but there may be something available to assess or enough to have your legal counsel or policy/privacy professionals review.
Company Overview		**Reason for Question**	**Follow-up Inquiries/Responses**
COMP-01	Describe your organization’s business background and ownership structure, including all parent and subsidiary relationships.	Defining scale of company (support, resources, skillsets), General information about the organization that may be concerning.	Follow-up responses to this one are normally unique to their response. Vague answers here usually result in some footprinting of a vendor to determine their "reputation".
COMP-02	Describe how long your organization has conducted business in this product area.	We want to establish longevity of a solution and whether or not a vendor is new to the HE space.	Normally a vendor will state their overall longevity but not talk about the software/service/product under evaluation. Follow-up's includes specific questions about the origins of the software/service/product and references will be requested.

COMP-03	Do you have existing higher education customers?	Higher Ed is a unique vertical. A vendor's response to this question can help an analyst set the context for all vendor responses. Established and/or mature software/product/services are more likely to have current Higher Ed customers, and therefore understand the environment that we operate in.	A simple "Yes" without any references or supporting information should be questioned. Question the size of institutions that are using the software/product/service and the scope of their implementations.
COMP-04	Have you had a significant breach in the last 5 years?	We want transparency from the vendor and an honest answer to this question, regardless of the response, is a good step in building trust.	If a vendor says "No", it is taken at face value. If you organization is capable of conducting reconnaissance, it is encouraged. If a vendor has experienced a breach, evaluate the circumstance of the incident and what the vendor has done in response to the breach.
COMP-05	Do you have a dedicated Information Security staff or office?	Understanding the security program size (and capabilities) of a vendor has a significant impact on their ability to respond effectively to a security incident. The size of a vendor will determine their SO size, or lack thereof. Use the knowledge of this response when evaluating other vendor statements.	Vague responses to this question should be investigated further. Vendors without dedicated security personnel commonly have no security or security is embedded or dual-homed within operations (administrators). Ask about separation of duties, principle of least privilege, etc. - there are many ways to get additional program state information from the vendor.
COMP-06	Do you have a dedicated Software and System Development team(s)? (e.g. Customer Support, Implementation, Product Management, etc.)	Understanding the development team size (and capabilities) of a vendor has a significant impact on their ability to produce and maintain code, adhering to secure coding best practices. The size of a vendor will determine their use of dedicated development teams, or lack thereof. Use the knowledge of this response when evaluating other vendor statements.	Follow-up inquiries for vendor team strategies will be unique to your institution and may depend on the underlying infrastructures needed to support a system for your specific use case.
COMP-07	Use this area to share information about your environment that will assist those who are assessing your company data security program.	For the 20% that HECVAT may not cover, this gives the vendor a chance to support their other responses. Beware when this area is populated with sales hype or other non-relevant information. Thorough documentation, supporting evidence, and/or robust responses go a long way in building trust in this assessment process.	This is a freebie to help the vendor state their "case". If a vendor does not add anything here (or it is just sales stuff), we can assume it was filled out by a sales engineer and questions will be evaluated with higher scrutiny.

Third Parties		**Reason for Question**	**Follow-up Inquiries/Responses**
THRD-01	Describe how you perform security assessments of third party companies with which you share data (i.e. hosting providers, cloud services, PaaS, IaaS, SaaS, etc.). Provide a summary of your practices that assures that the third party will be subject to the appropriate standards regarding security, service recoverability, and confidentiality.	Vendors oftentimes use other vendors to supplement and/or host their infrastructures and it is important to know what, if any, institutional data is shared with fourth-parties. This questions has multiple parts, therefore setting expectations that vendors provide robust responses.	Vague responses to this question should be investigated further. Vendors without documentation in relation to how they deal with other vendors is alarming.
THRD-02	Provide a brief description for why each of these third parties will have access to institution data.	Who, what, why - that simple. If a vendor is sharing institutional data with another party, it is expected that the vendor performs their due diligence when assessing their vendors.	Vague responses to this question should be investigated further. Vendors without documentation in relation to how they deal with other vendors is alarming.
THRD-03	What legal agreements (i.e. contracts) do you have in place with these third parties that address liability in the event of a data breach?	Insight into legal protections for the institution and its data are the focus of this question. Understanding all stakeholder's contractual responsibilities should be clearly stated by the vendor.	Follow-up inquiries in regards to contracts will be institution/implementation specific.
THRD-04	Describe or provide references to your third party management strategy or provide additional information that may help analysts better understand your environment and how it relates to third-party solutions.	This is an open-ended question to allow the vendor to state the actions of their due diligence, as it pertains to safeguarding institutional data.	Vague responses to this question should be investigated further. If the vendor's effort to ensure transparency falls short, there may be a reason.

Consulting - Optional based on QUALIFIER response.		**Reason for Question**	**Follow-up Inquiries/Responses**
CONS-01	Will the consulting take place on-premises?	This question sets the stage for what the institution must do to accommodate the consultant(s). The question is important because it gives the institution the knowledge necessary to enact appropriate controls. For example, if the answer is "Yes", then access to appropriate locations can be granted, and equipment can be provisioned if needed. Whereas a "No" answer may require remote access control measures, such as the provisioning of VPN access for the consultant.	Follow-up inquiries for on-premise consulting details will be institution/implementation specific.
CONS-02	Will the consultant require access to Institution's network resources?	This question is very much about what level of network access is needed by these external consultants as it is anything else. If all that is needed is a web connection, then even simple, on-premise access to a guest network can be considered. But if it requires connectivity to a highly protected resource (for example: A database server on an isolated VLAN and only accepting traffic from a specific front end), then the consultant may need to be given access to a data center's network. Again, the purpose here is to determine what level of access is enough and what controls to put in place to secure that access.	Follow-up inquiries for on-premise consultant resource requirements will be institution/implementation specific.
CONS-03	Will the consultant require access to hardware in the Institution's data centers?	This normally is interpreted as "Does the consultant need to connect to our servers in our machine room(s)?". But, it can mean other things too. The real deeper question is, what protected resources does this consultant need to access? And why? For example: It would be unusual for an application developer to need access to a router or switch, so if that is requested, it should be questioned to see if it's reasonable.	The consultant(s) should be asked for specifics. Example: Do you need access to only the database, or also the front-end? Do you need firewall adjustments? The goal is to ask questions designed around determining what the least level of access is that will allow the consultants to complete their work.
CONS-04	Will the consultant require an account within the Institution's domain (@*.edu)?	There are occasions where a consultant needs to access a system in the same way the institution's users access it. This is most often seen in cases where code is being developed, but other scenarios exist. The answer to this question lets the institution know whether they need to alert their identity management team to provision an account for this consultant.	Ask the vendor for the reasoning for this requirement. Establish the length (time) of account use. Establish clear expectations for account use. Confirm the sponsor arrangement and ensure protections are in-place for this authorization.
CONS-05	Has the consultant received training on [sensitive, HIPAA, PCI, etc.] data handling?	Certain types of data are subject to either industry or regulatory standards. This question is designed to ensure that the contracted consultants do understand the requirements for handling those classes of data. Or, if they do not, then to give the institution time to implement another control or mitigation (for example: A training course assembled by the institution. Or contract terms designed to protect the institution by requiring that a contractor follow a specific standard).	Follow-up inquiries for consultant training will be institution/implementation specific.

CONS-06	Will any data be transferred to the consultant's possession?	This question is designed to get outright confirmation on whether your institution's data will transfer out and possibly reside, even temporarily, on the contractors' infrastructure. It is also designed to allow you to ask whether it transfers to the *company*, or to the *individual consultant*. That way, you will know what terms or controls to require (for example: 'Our institution's data can be stored and accessed on company owned equipment, but never on personally owned devices.')	Where will this be stored? Who will have access to it? How long will you retain it? Will you use secure, multi-pass erase methods to dispose of the data once the job is complete? Basically, use this as an opportunity to track what will happen to the data once it's in the contractors' hands, and also to set the expectations with the contractor on how your institution's data should be handled, stored, erased, etc.
CONS-07	Is it encrypted (at rest) while in the consultant's possession?	The need for encryption at-rest is unique to your institution's implementation of a system. In particular, system components, architectures, and data flows, all factor into the need for this control.	Follow-up inquiries for consultant possessed data encryption at-rest will be institution/implementation specific.
CONS-08	Will the consultant need remote access to the Institution's network or systems?	Telecommuting in the IT world is common - an institution should know that proper safeguards are in place, if remote access is allowed. Vendor responses vary greatly on this so confirm the context of the response if it is not clear. Many cloud services can only be managed remotely so there is often a gray area to interpret for this response.	Ask the vendor to summarize the reasoning behind this business process and request additional documentation that outlines the security controls implemented to safeguard institutional data.
CONS-09	Can we restrict that access based on source IP address?	Restricting access to the least number of sources is a best-practice at the focus of this question. If consultants will access institution's data from a static location, ideally the access is restricted to that static location. Based on the institution's environment, data sensitivity, and detective/preventive capabilities, the response to this question may or may not be relevant	Follow-up inquiries for firewall rules and access control lists will be institution/implementation specific.
Application/Service Security		**Reason for Question**	**Follow-up Inquiries/Responses**
APPL-01	Do you support role-based access control (RBAC) for end-users?	Understanding access control capabilities allows an institution to estimate the type of maintenance efforts will be involved to manage a system. Depending on the users, concerns may or not be elevated. The value of this question is largely determined by the deployment strategy and use case of the software/product/service under review. This question is specific to end-users.	Ask the vendor to summarize the best practices to restrict/control the access given to the institution's end-users without the use of RBAC. Make sure to understand the administrative requirements/overhead introduced in the vendor's environment.
APPL-02	Do you support role-based access control (RBAC) for system administrators?	Managing a software/product/service may rely on various professionals to administrate a system. This question is focused on how administration, and the segregation of functions, can be implemented within the system. Securing the administration portion of a system has additional implications (e.g., logging, administration, etc.) beyond that of end-users.	Ask the vendor to summarize the best practices for securing their system(s) administratively without the use of RBAC. Make sure to understand the administrative requirements/overhead introduced in the vendor's environment.
APPL-03	Can employees access customer data remotely?	Telecommuting in the IT world is common - an institution should know that proper safeguards are in place, if remote access is allowed. Vendor responses vary greatly on this so confirm the context of the response if it is not clear. Many cloud services can only be managed remotely so there is often a gray area to interpret for this response.	Ask the vendor to summarize the reasoning behind this business process and request additional documentation that outlines the security controls implemented to safeguard institutional data.
APPL-04	Can you provide overall system and/or application architecture diagrams including a full description of the data communications architecture for all components of the system?	Many systems can be used a variety of ways. We want these implementation type diagrams so that we can understand the "real" use of the product.	Additional requests for documentation are made when other parts of the HECVAT are insufficient. Although helpful, many vendors do not provide supporting documentation. We try to be specific with our follow-up questions so that vendors understand we are not looking for 20-50 page whitepapers (sales documentation).
APPL-05	Does the system provide data input validation and error messages?	Input validation is a secure coding best practices so confirming its implementation is normally a high priority. Error messages (to the system and user) can be used to detect abnormal use and to better protect institutional data. Depending on the criticality of data and the flow of said data, an institution's risk tolerance will be unique to their environment.	Inquire about any planned improvements to these capabilities. Ask about their product(s) roadmap and try to understand how they prioritize security concerns in their environment.
APPL-06	Do you employ a single-tenant environment?	A vendor's response to this question can reveal a system's infrastructure quickly. Off-point responses are common here so general follow-up is often needed. Understanding how a vendor segments its customers data (or doesn't) affects various other controls, including network settings, use of encryption, access, etc.). A vendor's response here will influence potential follow-up inquiries for other HECVAT questions.	Ask the vendor to summarize why a multi-tenant (or other) environment/strategy is implemented and what compensating controls they have in place to ensure appropriate levels of confidentiality and integrity.
APPL-07	What operating system(s) is/are leveraged by the system(s)/application(s) that will have access to institution's data?	Vendor responses to this question provides clarity on environment constraints that may exist and/or influence future development, configurations, infrastructure, etc. Although the vendor response may not directly affect end-users, the risks of the underlying infrastructure is better understood.	Follow-up inquiries for operating systems leveraged by the vendor will be institution/implementation specific.
APPL-08	Have you or any third party you contract with that may have access or allow access to the institution's data experienced a breach?	We want transparency from the vendor and an honest answer to this question, regardless of the response, is a good step in building trust.	If a vendor says "No", it is taken at face value. If you organization is capable of conducting reconnaissance, it is encouraged. If a vendor has experienced a breach, evaluate the circumstance of the incident and what the vendor has done in response to the breach.
APPL-09	Describe or provide a reference to additional software/products necessary to implement a functional system on either the backend or user-interface side of the system.	Understanding system requirements and/or dependencies (e.g., frameworks, libraries, toolkits, modules, etc.) can reveal infrastructure risks that may not be apparent by other means. In some cases, the use of trusted components may be favorable. In others, it may initiate the assessment the vendor's environment in more detail and/or expand the scope of the institution's assessment.	Follow-up inquiries concerning supplemental software/products will be institution/implementation specific.
APPL-10	Describe or provide a reference to the overall system and/or application architecture(s), including appropriate diagrams. Include a full description of the data communications architecture for all components of the system.	A picture is worth a thousand words. Diagrams improve transparency of the vendor's infrastructure and allows the institution to more accurately assess potential risks in a vendor's environment. Vendor's with mature infrastructures are expected to have detailed diagrams for all components of their system(s).	Refusal to share diagrams (even sanitized ones) should be met with increased concern. Ask for systems architecture diagrams (e.g., Visio, OmniGraffle, etc.). Ask for detailed data flow diagrams.
APPL-11	Are databases used in the system segregated from front-end systems? (e.g. web and application servers)	The use of n-tier architectures is best-practice, providing additional options to strength security controls. Segregating institutional data from front-end (public) systems in expected.	Follow-up inquiries for n-tier infrastructure details will be institution/implementation specific.

APPL-12	Describe or provide a reference to all web-enabled features and functionality of the system (i.e. accessed via a web-based interface).	This open-ended question allows a vendor to describe the software/product/service from the perspective of an end-user (e.g., customer). Use the vendor's response to this question to confirm the use of mobile applications or web applications. This is oftentimes misinterpreted by vendor parties [that populate the HECVAT] that do not come from a technical background.	The vendor's response to this question may reveal the need to ask additional follow-up questions to other responses.
APPL-13	Are there any OS and/or web-browser combinations that are not currently supported?	This question allows a vendor to describe situations in which their software/product/service cannot operate or be supported. The value of this question is relative, depending on the institution's operating environment.	Verify if the vendor's infrastructure is constrained by a technology or if it is a best practice that is not adopted. Ask about the vendor's future support roadmap.
APPL-14	Can your system take advantage of mobile and/or GPS enabled mobile devices?	User location data is a significant privacy and safety concern for individuals. Understanding a systems use and storage of user geolocation data is important.	Vague responses to this question should be met with concern. Repeat the question if first answer insufficiently - ask pointedly to ensure the vendor is not misunderstood.
APPL-15	Describe or provide a reference to the facilities available in the system to provide separation of duties between security administration and system administration functions.	Managing a software/product/service may rely on various teams to administrate a system, in this question, it is security operations and systems administration. This question is focused on how system(s) administration, and the segregation of duties, are implemented in the vendor's organization, so that system administrators do not also have security responsibilities (e.g., monitoring, mitigating, reporting, etc.).	Ask the vendor to summarize the best practices for securing their system(s) administratively without the use of RBAC. Make sure to understand the administrative requirements/overhead introduced in the vendor's environment.
APPL-16	Describe or provide a reference that details how administrator access is handled (e.g. provisioning, principle of least privilege, deprovisioning, etc.)	The focus of this question is privilege creep, a situation where employees gain access privileges as they move within an organization, but privileges that they were given in previous roles are not removed. This can lead to situations were an individual has concurrent access to systems that should not be allowed.	Ask the vendor how administrator accounts are protected. Ask for documentation for their onboarding and offboarding procedures for new staff.
APPL-17	Describe or provide references explaining how tertiary services are redundant (i.e. DNS, ISP, etc.).	The focus of this question is availability. When moving to off-premise solutions, many controls and strategies implemented on-site are no longer relevant to the security of the solution.	Follow-up inquiries for tertiary services will be institution/implementation specific.

Authentication, Authorization, and Accounting		**Reason for Question**	**Follow-up Inquiries/Responses**
AAAI-01	Can you enforce password/passphrase aging requirements?	This question is primarily focused on account management capabilities that are built into a system. Although aging is not always required, a system that lacks commodity functionality may be lacking in other areas as well. Use the vendor's response to this question as a way to pivot to other questions, as needed.	The value of this question depends on your institution's policy on passwords, its use of 2FA, or any number of factors. Follow-ups for this question are unique to the institution.
AAAI-02	Can you enforce password/passphrase complexity requirements [provided by the institution]?	Many institutions have policy focused on passwords/passphrases and this question confirms the capacity of a vendor's software/product/service to comply.	Follow-up inquiries for password/passphrase complexity requirements will be institution/implementation specific.
AAAI-03	Does the system have password complexity or length limitations and/or restrictions?	Many institutions have policy focused on passwords/passphrases and this question confirms the capacity of a vendor's software/product/service to comply.	Follow-up inquiries for password/passphrase limitations and/or restrictions will be institution/implementation specific.
AAAI-04	Do you have documented password/passphrase reset procedures that are currently implemented in the system and/or customer support?	Account management can be a time-consuming part of an information system. Account reset capabilities, built into a system, can reduce burden on institutional support services.	Ask the vendor how end-users will be supported. Ask for training documentation or knowledgebase content. Confirm vendor and institution responsibilities in this support area (and others).
AAAI-05	Does your web-based interface support authentication, including standards-based single-sign-on? (e.g. InCommon)	This question is to set account management expectations for the institution. A system that can integrate with existing, vetted solutions, has its advantages and may have less administrative overhead. Also, adherence to standards here gives credit to other standards-oriented questions/responses.	If a vendor indicates that a system is standalone and cannot integrate with community standards, follow-up with maturity questions and ask about other commodity type functions or other system requirements your institution may have.
AAAI-06	Are there any passwords/passphrases hard coded into your systems or products?	The response to this question can reveal the use (or not) of coding best-practices. If passwords/passphrases are hard coded into systems/productions, the vendor should provide robust details supporting why this is required.	Vague responses to this question should be met with concern. Repeat the question if first answer insufficiently - ask pointedly to ensure the vendor is not misunderstood.
AAAI-07	Are user account passwords/passphrases visible in administration modules?	Vendor responses to this question provides insight into account management, authorization scope, data integrity, etc. of system administrators. Use the vendor's response to provide context for other responses.	Follow-up inquiries for administration module authorization will be institution/implementation specific.
AAAI-08	Are user account passwords/passphrases stored encrypted?	The focus of this question is confidentiality. Straight-forward question confirming the encryption of user authentication details.	Follow-up inquiries for password/passphrase encrypted storage will be institution/implementation specific.
AAAI-09	Does your application and/or user-frontend/portal support multi-factor authentication? (e.g. Duo, Google Authenticator, OTP, etc.)	2FA/MFA, implemented correctly, strengthens the security state of a system. 2FA/MFA is commonly implemented and in many use cases, a requirement for account protection purposes.	Ask the vendor about hardware and software options, future roadmap for implementations and support, etc.
AAAI-10	Does your application support integration with other authentication and authorization systems? List which ones (such as Active Directory, Kerberos and what version) in Additional Info?	This question is to set account management expectations for the institution. A system that can integrate with existing, vetted solutions, has its advantages and may have less administrative overhead. Also, adherence to standards here gives credit to other standards-oriented questions/responses.	If a vendor indicates that a system is standalone and cannot integrate with the institution's infrastructure, follow-up with maturity questions and ask about other commodity type functions or other system requirements your institution may have.
AAAI-11	Will any external authentication or authorization system be utilized by an application with access to the institution's data?	This is a follow-up to the questions above. Although a system may support authentication integrations, they may or may not be used on systems that store institutional data. Verify the use of authentication methods/functions in all parts of a system.	Ask for diagrams or other documentation that clearly shows what protections/systems are used and where and when they are used. The detail of inquiry will be based on the institutions risk tolerance and criticality of data.
AAAI-12	Does the system (servers/infrastructure) support external authentication services (e.g. Active Directory, LDAP) in place of local authentication?	System (technical and security) administration is complex and it is important to understand a system's capabilities to integrate with existing security and access systems. Having to maintain additional accounts increases overhead and may impact your institution's risk footprint.	Follow-up inquiries for system authentication will be unique to your institution (e.g., policy, infrastructure, etc.)
AAAI-13	Does the system operate in a mixed authentication mode (i.e. external and local authentication)?	The purpose of this question is understand the vendor's authentication infrastructure so that additional questions can be formulated for the institution's use case.	The content of this response may or may not have value for the type of use case on the institution. Follow-up inquiries for authentication modes will be institution/implementation specific.
AAAI-14	Will any external authentication or authorization system be utilized by a system with access to institution data?	The purpose of this question is understand the vendor's authentication infrastructure so that additional questions can be formulated for the institution's use case.	The content of this response may or may not have value for the type of use case on the institution. Follow-up inquiries for authentication modes will be institution/implementation specific.

AAAI-15	Are audit logs available that include AT LEAST all of the following; login, logout, actions performed, and source IP address?	Strong logging capabilities are vital to the proper management of a system. Implementing an immature system that lacks sufficient logging capabilities exposes an institution to great risk. Depending on your risk tolerance and the use case, your institution may or may not be concerned. The focus of this question is end-user logs.	If a weak response is given to this answer, it is appropriate to ask directed answers to get specific information. Ensure that questions are targeted to ensure responses will come from the appropriate party within the vendor.
AAAI-16	Describe or provide a reference to the a) system capability to log security/authorization changes as well as user and administrator security events (i.e. physical or electronic)(e.g. login failures, access denied, changes accepted), and b) all requirements necessary to implement logging and monitoring on the system. Include c) information about SIEM/log collector usage.	Strong logging capabilities are vital to the proper management of a system. Implementing an immature system that lacks sufficient logging capabilities exposes an institution to great risk. Depending on your risk tolerance and the use case, your institution may or may not be concerned. The focus of this question is system-related logs (e.g., including but not limited to - events, state changes, control modification, etc.)	If a weak response is given to this answer, it is appropriate to ask directed answers to get specific information. Ensure that questions are targeted to ensure responses will come from the appropriate party within the vendor.
AAAI-17	Describe or provide a reference to the retention period for those logs, how logs are protected, and whether they are accessible to the customer (and if so, how).	There are multiple components of this question - when assessing, ensure that the vendor responds to them all. Logs that are not properly managed may not be available when needed. The purpose of this question is to ensure that the vendor has a proper security mindset to ensure proper monitoring practices.	Follow-up inquiries for logging details will be institution/implementation specific.
Business Continuity Plan		**Reason for Question**	**Follow-up Inquiries/Responses**
BCPL-01	Describe or provide a reference to your Business Continuity Plan (BCP).	In the context of the CIA triad, this question is focused on availability and is often in need of a follow-up. Understanding the maturing of a vendor's BCP can shed light on many other aspects of a vendor's overall security state.	A vendor may have a number of BCP elements defined so the vendor's response may not be binary. Assess the components of the plan and ask about timelines, follow-up commitments, etc. If the vendor does not have a BCP, point them to https://www.sans.org/reading-room/whitepapers/recovery/business-continuity-planning-concept-operations-1653
BCPL-02	May the Institution review your BCP and supporting documentation?	General inquiry for documentation. As BCPs may contain some sensitive data, a robust summary is appropriate in lieu of a full BCPP.	If the vendor states "No", you can ask for a summary, white paper, or blog. If unable to review the full plan, infer what you can from other BCP question responses.
BCPL-03	Is an owner assigned who is responsible for the maintenance and review of the Business Continuity Plan?	Having a BCP and maintaining/updating/testing a BCP are very different. Establishing a responsible party is fundamental to this process and this question looks to verify that within the vendor.	Follow-up inquiries for BCP responsible parties will be institution/implementation specific.
BCPL-04	Is there a defined problem/issue escalation plan in your BCP for impacted clients?	Notification expectations should be set early in the contract/assessment process. Timelines, correspondence medium, and playbook details are all aspects to keep in mind when assessing this response.	If the vendor's response does not cover the details outlined in the reasoning, follow-up and get specific responses for each, as needed.
BCPL-05	Is there a documented communication plan in your BCP for impacted clients?	Notification expectations should be set early in the contract/assessment process. Timelines, correspondence medium, and playbook details are all aspects to keep in mind when assessing this response.	If the vendor's response does not cover the details outlined in the reasoning, follow-up and get specific responses for each, as needed.
BCPL-06	Are all components of the BCP reviewed at least annually and updated as needed to reflect change?	It is expected that a vendor will maintain an accurate BCP to be tested at a regular interval. Any variance to this should be clearly explained. A vendor's response to this question can reveal the value that they place on testing their BCP (and possibly other aspects of their programs).	If the vendor does not have a BCP, point them to https://www.sans.org/reading-room/whitepapers/recovery/business-continuity-planning-concept-operations-1653
BCPL-07	Has your BCP been tested in the last year?	Testing a BCP is an important action that improves the efficiency and accuracy of a vendor's continuity plans. Annual updates are generally expected.	If the vendor does not have a BCP, point them to https://www.sans.org/reading-room/whitepapers/recovery/business-continuity-planning-concept-operations-1653
BCPL-08	Does your organization conduct training and awareness activities to validate its employees understanding of their roles and responsibilities during a crisis?	Understanding the maturity of a vendor's training and awareness program will indicate the value they place on protecting institutional data. BCP related awareness training should be prevalent, continuous, and well-documented.	If a vendor's BCP training and awareness activities are insufficient, inquire about other mandatory training, verify its scope, and confirm the training cycles.
BCPL-09	Are specific crisis management roles and responsibilities defined and documented?	As it relates to BCPs, a vendor's response will provide insight into their ability to properly response to business threats. A vendor that has not previously defined responsible parties and outlined realistic plans may not maintain the availability needed for the institution's use case or business requirement.	Follow-up inquiries for BCP roles and responsibility details will be institution/implementation specific.
BCPL-10	Does your organization have an alternative business site or a contracted Business Recovery provider?	In the event that a vendor's headquarters (primary location of operation) is no longer usable, an alternative business site may be needed to support business operations. Having an established (planned) alternative business site show maturity in a vendor's BCP.	Follow-up inquiries for alternative business site practices will be institution/implementation specific.
BCPL-11	Does your organization conduct an annual test of relocating to an alternate site for business recovery purposes?	Testing a BCP is an important action that improves the efficiency and accuracy of a vendor's continuity plans. Vague responses to this question should be met with concern and appropriate follow-up, based on your institutions risk tolerance.	If the vendor does not have a BCP, point them to https://www.sans.org/reading-room/whitepapers/recovery/business-continuity-planning-concept-operations-1653
BCPL-12	Is this product a core service of your organization, and as such, the top priority during business continuity planning?	The purpose of this question is understand the vendor's order of response if affected by a unplanned business disruption. If the software/product/service being assessed is a vendor's core moneymaker, the probability that restoration of the software/product/service will be top priority.	If it is not a core service, follow-up questions should be availability focused and institution/implementation specific.
Change Management		**Reason for Question**	**Follow-up Inquiries/Responses**
CHNG-01	Do you have a documented and currently followed change management process (CMP)?	The lack of a Change Management program is indicative of immature program processes - answers to this question can provide insight into how well their responses (on the HECVAT) represent their actual environment(s).	If a weak response is given to this answer, response scrutiny should be increased. Questions about configuration management, system authority, and documentation are appropriate.
CHNG-02	Indicate all procedures that are implemented in your CMP. a.) An impact analysis of the upgrade is performed. b.) The change is appropriately authorized. c.) Changes are made first in a test environment. d.) The ability to implement the upgrades/changes in the production environment is limited to appropriate IT personnel.	This question outlines a mature Change Management process. Changes should be analyzed for impact, officially approved, tested, and performed by authorized users.	If the vendor's response does not cover the details outlined in the reasoning, follow-up and get specific responses, as needed.
CHNG-03	Will the Institution be notified of major changes to your environment that could impact the Institution's security posture?	Notification expectations should be set earlier in the contract/assessment process. Timelines, correspondence medium, and playbook details are all aspects to keep in mind when assessing this response.	If the vendor's response does not cover the details outlined in the reasoning, follow-up and get specific responses for each, as needed.
CHNG-04	Do clients have the option to not participate in or postpone an upgrade to a new release?	Unplanned and/or unexpected changes in a complex environment can introduce intolerable risks to the institution. Based on the operating environment of the institution, it may be necessary to postpone (or properly plan) the change to a system. The vendor's response should clarify their use of a "one code base" method or the ability to run multiple version concurrently.	Follow-up inquiries for software/product/service version releases will be institution/implementation specific.

CHNG-05	Describe or provide a reference to your solution support strategy in relation to maintaining software currency. (i.e. how many concurrent versions are you willing to run and support?)	Supporting multiple versions of a product is challenging. Understanding the vendor's strategy and resources will provide insight into their ability to adequately support their customers.	Follow-up inquiries for the vendor's support of concurrent versions will be institution/implementation specific.
CHNG-06	Identify the most current version of the software. Detail the percentage of live customers that are utilizing the proposed version of the software as well as each version of the software currently in use.	This question shows how easy it is for customers to upgrade from one version of the software to the next. If the software has many interdependencies, it will be difficult for customers to transition to the next version, and the software will be more difficult to support.	Follow-up inquiries for the vendor's support of concurrent versions will be institution/implementation specific.
CHNG-07	Does the system support client customizations from one release to another?	The vendor's software/product/service characteristics and the institution's use case will determine the relevancy of this question. The purpose of this question is to understand the underlying infrastructure and how it is maintained across all customers.	In cases where the software/product/service is customized for customer use cases, ensure the vendor's response covers all aspects of code migration, including backups, data conversions, local resources from the institution, etc., as it relates to code upgrades and/or version adoptions.
CHNG-08	Does your organization ensure through policy and procedure (that is currently implemented) that only application software verifiable as authorized, tested, and approved for production, and having met all other requirements and reviews necessary for commissioning, is placed into production?	Understanding the vendor's approach to approving software for production will indicate the value they place on quality assurance.	If a weak response is given to this answer, response scrutiny should be increased. Questions about software testing and reviews are appropriate.
CHNG-09	Do you have a release schedule for product updates?	Answers to this question will reveal the vendor's ability to plan in the short term. This is valuable information for customers so they can anticipate updates and potential bug fixes.	Follow-up inquiries for the vendor's product update practices will be institution/implementation specific.
CHNG-10	Do you have a technology roadmap, for the next 2 years, for enhancements and bug fixes for the product/service being assessed?	Answers to this question will reveal the vendor's ability to plan for the future of their product.	Follow-up inquiries for the vendor's technology planning practices will be institution/implementation specific.
CHNG-11	Is Institution involvement (i.e. technically or organizationally) required during product updates?	The response to this question allows the institution to understand the information technology resources required to properly maintain the vendor's system. Initial acquisition and setup is important to assess, but the long-term maintenance (and the risks that come with it), should be clearly defined. Use the response to this question to pivot to other questions and/or verify other vendor responses.	Vague responses to this question should be investigated further. Ask for additional documentation for customer responsibilities (in the context of information technology/security).
CHNG-12	Do you have policy and procedure, currently implemented, managing how critical patches are applied to all systems and applications?	Answers to this question will reveal the vendor's knowledge of their IT assets and their ability to respond to notifications about their systems and software.	Follow-up inquiries for the vendor's patching practices will be institution/implementation specific.
CHNG-13	Do you have policy and procedure, currently implemented, guiding how security risks are mitigated until patches can be applied?	New vulnerabilities are published every day and vendors have a responsibility to maintain their software(s). The fundamental nature of operation will expose some risks to the system but it is crucial that a vendor recognize their responsibilities and have a plan to implement them, when this time arrives.	Follow-up inquiries for the vendors patching practices will be institution/implementation specific.
CHNG-14	Are upgrades or system changes installed during off-peak hours or in a manner that does not impact the customer?	Restricting system updates to a standard maintenance timeframe is important for ensuring that changes to production systems do not impact operations. It's also important for troubleshooting any problems that may occur as a result of the changes.	If the vendor's response does not cover the details outlined in the reasoning, follow-up and get specific responses, as needed.
CHNG-15	Do procedures exist to provide that emergency changes are documented and authorized (including after the fact approval)?	In the context of the CIA triad, this question is focused on system integrity, ensuring that system changes are only executed by authorized users. In the event of emergency changes, accountability and post-action review is expected.	Follow-up with a robust question set if a vendor cannot clearly state full-control of the integrity of their system(s).
Data		**Reason for Question**	**Follow-up Inquiries/Responses**
DATA-01	Do you physically and logically separate Institution's data from that of other customers?	A vendor's response to this question can reveal a system's infrastructure quickly. Off-point responses are common here so general follow-up is often needed. Understanding how a vendor segments its customers data (or doesn't) affects various other controls, including network settings, use of encryption, access, etc.). A vendor's response here will influence potential follow-up inquiries for other HECVAT questions.	Follow-up inquiries for the vendors infrastructure will be institution/implementation specific.
DATA-02	Will Institution's data be stored on any devices (database servers, file servers, SAN, NAS, …) configured with non-RFC 1918/4193 (i.e. publicly routable) IP addresses?	Systems that are directly exposed to public internet resources are at great risk than those that are not. Understanding the requirements for this configuration is important, particularly when assessing compensating controls.	Ask the vendor about their infrastructure and if there is a solution that eliminates the need for this environment.
DATA-03	Is sensitive data encrypted in transport? (e.g. system-to-client)	The need for encryption in transport is unique to your institution's implementation of a system. In particular, the data flow between the system and the end-users of the software/product/service.	Follow-up inquiries for data encryption between the system and end-users will be institution/implementation specific.
DATA-04	Is sensitive data encrypted in storage (e.g. disk encryption, at-rest)?	The need for encryption at-rest is unique to your institution's implementation of a system. In particular, system components, architectures, and data flows, all factor into the need for this control.	Follow-up inquiries for data encryption at-rest will be institution/implementation specific.
DATA-05	Do you employ or allow any cryptographic modules that do not conform to the Federal Information Processing Standards (FIPS PUB 140-2)?	Beware the use of proprietary encryption implementations. Open standard encryption, preferably mature, is often preferred. Although there may be cases if which that is not the case, be sure to understand the vendor's infrastructure and the true security of a vendor's solution.	If the vendor cannot accommodate open standards encryption requirements, direct them to NIST's Cryptographic Standards and Guidelines document at https://csrc.nist.gov/Projects/Cryptographic-Standards-and-Guidelines
DATA-06	Does your system employ encryption technologies when transmitting sensitive information over TCP/IP networks (e.g., SSH, SSL/TLS, VPN)? (e.g. system-to-system and system-to-client)	The need for encryption in transport is unique to your institution's implementation of a system. In particular, system components, architectures, and data flows, all factor into the need for this control. Ensure that vendor responses cover encryption between the hosts within their system - this is the important piece that follows-up on DATA-03.□	Follow-up inquiries for data encryption within the system components (and end-users) will be institution/implementation specific.
DATA-07	List all locations (i.e. city + datacenter name) where the institution's data will be stored?	Data exposure is a risk if sensitive data is in any way transported (physically or electronically) into a Data Zone that is not authorized by the institution. Depending on the criticality of data and institution policy, full control of data confidentiality may be highly valued.	Follow-up inquiries for data location details will be institution/implementation specific.
DATA-08	At the completion of this contract, will data be returned to the institution?	When cancelling a software/product/service, an institution will commonly want all institutional data that was provided to a vendor. This questions allows the vendor to state their general practices when a customer leaves their environment.	A vendor's response should be clear and concise. Be wary of vague responses to this questions and inquire about export specifics, as needed.

DATA-09	Will the institution's data be available within the system for a period of time at the completion of this contract?	When cancelling a software/product/service, an institution will commonly want all institutional data that was provided to a vendor. This questions allows the vendor to state their general practices when a customer leaves their environment.	A vendor's response should be clear and concise. Be wary of vague responses to this questions and inquire about export specifics, as needed.
DATA-10	Can the institution extract a full backup of data?	When cancelling a software/product/service, an institution will commonly want all institutional data that was provided to a vendor. The vendor's response should verify if the institution can extract data or if it is a manual extraction by vendor staff.	A vendor's response should be clear and concise. Be wary of vague responses to this questions and inquire about export specifics, as needed.
DATA-11	Are ownership rights to all data, inputs, outputs, and metadata retained by the institution?	This question clarifies the operating model of a vendor and provides insight into the vendor-customer paradigm of a company. Knowing if the institution is of value to a vendor or if the institution's data is of value to a vendor should weigh heavily in the decision-making process.	If a vendor's response is unsatisfactory, engage institutional counsel to appropriately address any ownership concerns.
DATA-12	Are these rights retained even through a provider acquisition or bankruptcy event?	This question clarifies the position of the institution in the case of acquisition or bankruptcy. Expect clear responses to this question - if vague, be sure to follow-up based on institutional counsel guidance.	If a vendor's response is unsatisfactory, engage institutional counsel to appropriately address any ownership concerns.
DATA-13	In the event of imminent bankruptcy, closing of business, or retirement of service, will you provide 90 days for customers to get their data out of the system and migrate applications?	This question clarifies the position of the institution in the case of acquisition or bankruptcy. Expect clear responses to this question - if vague, be sure to follow-up based on institutional counsel guidance.	If a vendor's response is unsatisfactory, engage institutional counsel to appropriately address any ownership concerns.
DATA-14	Describe or provide a reference to the backup processes for the servers on which the service and/or data resides.	This is a general inquiry about backup processes. There may be some overlap with other vendor responses - this is a good place to crosscheck consistency and valid any issues that are not clear.	Follow-up inquiries for server backup process details will be institution/implementation specific.
DATA-15	Are backup copies made according to pre-defined schedules and securely stored and protected?	Restricting system updates to a standard maintenance timeframe is important for ensuring that changes to production systems do not impact operations. It's also important for troubleshooting any problems that may occur as a result of the changes. Availability is the focus of this question.	An institution's use case will drive the requirements for backup strategy. Ensure that the institution's use case and risk tolerance can be met by vendor systems.
DATA-16	How long are data backups stored?	Confidentiality of data and lifecycle media/data maintenance maturity are the focus of this question. Data retention requirements vary greatly and this question seeks clarity of vendor practices.	Follow-up inquiries for data backup (and retention) details will be institution/implementation specific.
DATA-17	Are data backups encrypted?	The need for encryption at-rest (for backups) is unique to your institution's implementation of a system. In particular, system components, architectures, and data flows, all factor into the need for this control.	Follow-up inquiries for data backup encryption at-rest will be institution/implementation specific.
DATA-18	Do you have a cryptographic key management process (generation, exchange, storage, safeguards, use, vetting, and replacement), that is documented and currently implemented, for all system components? (e.g. database, system, web, etc.)	Understanding how key management is handled and the safeguards implemented by the vendor to ensure key confidentiality in all components of a system(s) can provide insight into other complex details of a vendor's infrastructure. Use vendor responses to this question as a way to pivot to other infrastructure specifics, as needed to clarify potential risks.	Follow-up with the vendor to ensure that all components of the system are consider. This includes, system-to-system, system-to-client, applications, system accounts, etc.
DATA-19	Do current backups include all operating system software, utilities, security software, application software, and data files necessary for recovery?	The purpose of this question is to define the scope of backup operations and the scope at which a vendor may readily recover when backup restoration is required.	Follow-up inquiries for backup content scope will be institution/implementation specific.
DATA-20	Are you performing off site backups? (i.e. digitally moved off site)	When data is moved digitally (e.g., cloud provider, vendor-owned facility, etc.) offsite, the policies and implemented procedures are important to know. The protections implemented to prevent compromise will be technical in nature and should be well-documented.	Follow-up inquiries for offsite, digital backups will be institution/implementation specific.
DATA-21	Are physical backups taken off site? (i.e. physically moved off site)	When data is moved physically (e.g. HDD, print, etc.) offsite, the policies and implemented procedures are important to know. Unencrypted data taken outside secured areas introduces unnecessary risks.	Follow-up inquiries for offsite, physical backups will be institution/implementation specific.
DATA-22	Do backups containing the institution's data ever leave the Institution's Data Zone either physically or via network routing?	Data exposure is a risk if sensitive data is in any way transported (physically or electronically) into a data zone that is not authorized by the institution. Depending on the criticality of data and institution policy, full control of data confidentiality may be highly valued.	Follow-up inquiries for data backup procedures/practices will be institution/implementation specific.
DATA-23	Do you have a media handling process, that is documented and currently implemented, including end-of-life, repurposing, and data sanitization procedures?	Managing media (and the data within) throughout its lifecycle is crucial to the protection of institutional data. The focus of this question is confidentiality, ensuring that media that may store institutional data is protected by well-established policy and procedure.	Vague responses to this question should be investigated further. Ask for additional documentation and verify that procedure (and possibly training) exists to ensure proper media handling activity.
DATA-24	Does the process described in DATA-23 adhere to DoD 5220.22-M and/or NIST SP 800-88 standards?	Managing media (and the data within) throughout its lifecycle is crucial to the protection of institutional data. The focus of this question is confidentiality, ensuring that media that may store institutional data is protected by well-established policy and procedure.	Follow-up inquiries for DoD 5220.22-M and/or SP800-88 standards will be institution specific.
DATA-25	Do procedures exist to ensure that retention and destruction of data meets established business and regulatory requirements?	Confidentiality of data and lifecycle media/data maintenance maturity are the focus of this question. Data retention requirements vary greatly and this question seeks clarity of vendor practices.	Follow-up inquiries for data retention details will be institution/implementation specific.
DATA-26	Is media used for long-term retention of business data and archival purposes stored in a secure, environmentally protected area?	Managing media (and the data within) throughout its lifecycle is crucial to the protection of institutional data. The focus of this question is confidentiality, ensuring that media that may store institutional data is protected by well-established policy and procedure.	Vague responses to this question should be investigated further. Ask for additional documentation and verify that procedure (and possibly training) exists to ensure proper media handling activity.
DATA-27	Will you handle data in a FERPA compliant manner?	Standard documentation, relevant to institution implementations requiring FERPA compliance.	Follow-up inquiries for FERPA compliance details will be institution/implementation specific.
DATA-28	Is any institution data visible in system administration modules/tools?	Confidentiality is the focus of this question. Based on the capabilities of administrators (vendor), the institution may require additional safeguards to protect the confidentiality of data stored by/shared with a vendor (e.g., additional layer of encryption, etc.).	If institutional data is visible by [vendor] system administrators, follow-up with the vendor to understand the scope of visibility, process/procedure that administrators follow, and use cases when administrators are allowed to access (view) institutional data.
Database		**Reason for Question**	**Follow-up Inquiries/Responses**
DBAS-01	Does the database support encryption of specified data elements in storage?	Depending on the use case, full database encryption may not always be required, or ideal. The ability to encrypt specific fields (data elements) can be advantageous to a system. Performance is sometimes an issue, based on the use case, and this granular approach to encryption provides an institution more options.	Follow-up inquiries for database field encryption will be institution/implementation specific. Questions may include a timeline for this capability, performance metrics, and/or architectures that compensate for this level of encryption granularity.

DBAS-02	Do you currently use encryption in your database(s)?	Confidentiality is the focus of this question. Vendor responses to this question should be well-supported. Ensure that the vendor provides sufficient supporting documentation, as needed, to ensure that the vendor properly implements encryption in their database(s).	Dismissive or vague responses should be met with concern. Follow-up questions can include the reasoning behind not using encryption, recommendations for best-practice implementation (i.e. think diagrams), and/or any timeline for implementing this capability in the software/product/service.
Datacenter		**Reason for Question**	**Follow-up Inquiries/Responses**
DCTR-01	Does your company own the physical data center where the Institution's data will reside?	Data ownership, availability, and the use of third-parties are all somewhat connected to the response of this question.	Simple responses without supporting documentation should be me with concern. Follow-up with a vendor and request supporting documentation if the answer is in any way dismissive or off-point.
DCTR-02	Does the hosting provider have a SOC 2 Type 2 report available?	This question is relative to the response above. Understanding the ownership structure of the facility that will host institutional data is important for setting availability expectations and ensure proper contract terms are in place to protect the institution due to use of third-parties. If a vendor uses a third-party vendor to provide datacenter solutions, having that vendor's SOC 2 Type 2 provides additional insight. The ability to assess these "forth-party" vendors is based on your institution's resources. The vendor is responsible for providing this information - ensure that they handle their vendors properly.	Follow-up inquiries for additional vendor's SOC 2 Type 2 reports will be institution/implementation specific.
DCTR-03	Are the data centers staffed 24 hours a day, seven days a week (i.e., 24x7x365)?	Vendors that operate their own datacenter(s) can implement their own monitoring strategy. Use the vendor's response to this questions to verify/validate other responses related to ownership/co-location/physical security.	Follow-up inquiries for data center staffing will be institution/implementation specific.
DCTR-04	Do any of your servers reside in a co-located data center?	The purpose of this question is to confirm ownership and physical characteristics of the infrastructure responsible for storing/hosting institutional data.	Ask about sharing agreements. Ask about vetting of individuals with access to the co-location space. Ask about access controls, policies, physical environments, etc.
DCTR-05	Are your servers separated from other companies via a physical barrier, such as a cage or hardened walls?	This question is primarily focused on system integrity. If institutional data is stored in a system that is not physically secured from unauthorized access, the need for compensating controls is often higher. Depending on the use case or vendor infrastructure, this may not be relevant.	Follow-up inquiries for system physical security will be institution/implementation specific.
DCTR-06	Does a physical barrier fully enclose the physical space preventing unauthorized physical contact with any of your devices?	This question is primarily focused on system integrity. If institutional data is stored in a system that is not physically secured from unauthorized access, the need for compensating controls is often higher. Depending on the use case or vendor infrastructure, this may not be relevant.	Follow-up inquiries for system physical security will be institution/implementation specific.
DCTR-07	Select the option that best describes the network segment that servers are connected to.	Network configuration requirements vary greatly and this question give vendor's the chance to summarize their system's network infrastructure. Review the vendor's response to this question and then reassess other infrastructure components or other vendor response's that may be affected by the network infrastructure described in this response.	Standalone solutions will require follow-up questions similar to onsite consulting. SaaS solutions that are hosted in IaaS environments will have network segments and configurations appropriate for that environment. Follow-up questions will be platform/environment specific.
DCTR-08	Does this data center operate outside of the Institution's Data Zone?	Data exposure is a risk if sensitive data is in any way transported (physically or electronically) into a data zone that is not authorized by the institution. Depending on the criticality of data and institution policy, full control of data confidentiality may be highly valued.	Follow-up inquiries for datacenter location details will be institution/implementation specific.
DCTR-09	Will any institution data leave the Institution's Data Zone?	Data exposure is a risk if sensitive data is in any way transported (physically or electronically) into a data zone that is not authorized by the institution. Depending on the criticality of data and institution policy, full control of data confidentiality may be highly valued.	Follow-up inquiries for data backup procedures/practices will be institution/implementation specific.
DCTR-10	List all datacenters and the cities, states (provinces), and countries where the Institution's data will be stored (including within the Institution's Data Zone).	Data exposure is a risk if sensitive data is in any way transported (physically or electronically) into a data zone that is not authorized by the institution. Depending on the criticality of data and institution policy, full control of data confidentiality may be highly valued.	Follow-up inquiries for datacenter location details will be institution/implementation specific.
DCTR-11	Are your primary and secondary data centers geographically diverse?	Geographic diversity is ideal when planning primary and secondary datacenters. The focus of this question is to determine appropriate geographic diversity to meet the availability requirements of the institution.	Inquire about future plans, backup plans for the backup plan, etc. Availability is the name of the game - focus on the needs of the institution, especially BCP and DRP elements.
DCTR-12	If outsourced or co-located, is there a contract in place to prevent data from leaving the Institution's Data Zone?	Data exposure is a risk if sensitive data is in any way transported (physically or electronically) into a data zone that is not authorized by the institution. Depending on the criticality of data and institution policy, full control of data confidentiality may be highly valued.	Follow-up inquiries for co-location contracts will be institution/implementation specific.
DCTR-13	What Tier Level is your data center (per levels defined by the Uptime Institute)?	Standard documentation, relevant to institutions requiring a vendor to maintain a specific Uptime Institute Tier Level.	Follow-up inquiries for Uptime Institute Tier Level details will be institution/implementation specific.
DCTR-14	Is the service hosted in a high availability environment?	In the context of the CIA triad, this question is focused on the availability of a system (or set of systems).	The weight placed on the vendor's response will be specific to the institution's use case and software/product/service requirements.
DCTR-15	Is redundant power available for all datacenters where institution data will reside?	In the context of the CIA triad, this question is focused on the availability of a system (or set of systems).	The weight placed on the vendor's response will be specific to the institution's use case and software/product/service requirements.
DCTR-16	Are redundant power strategies tested?	Installing [potential] redundant power and regularly testing strategies to ensure they will work when needed are very different. Vague responses to this question should be met with concern and appropriate follow-up, based on your institutions risk tolerance.	Follow-up inquiries for redundant power testing details will be institution/implementation specific.
DCTR-17	Describe or provide a reference to the availability of cooling and fire suppression systems in all datacenters where institution data will reside.	Vendor responses will indicate the environment of the vendor's datacenter. If a vendor's "datacenter" is the spare closet at the office, additional risks are introduced to the CIA triad, and should be followed-up on appropriately.	Follow-up inquiries for cooling and fire suppression details will be institution/implementation specific.
DCTR-18	State how many Internet Service Providers (ISPs) provide connectivity to each datacenter where the institution's data will reside.	In the context of the CIA triad, this question is focused on the availability of a system (or set of systems).	The weight placed on the vendor's response will be specific to the institution's use case and software/product/service requirements.
DCTR-19	Does every datacenter where the Institution's data will reside have multiple telephone company or network provider entrances to the facility?	In the context of the CIA triad, this question is focused on the availability of a system (or set of systems).	The weight placed on the vendor's response will be specific to the institution's use case and software/product/service requirements.
Disaster Recovery Plan		**Reason for Question**	**Follow-up Inquiries/Responses**

DRPL-01	Describe or provide a reference to your Disaster Recovery Plan (DRP).	In the context of the CIA triad, this question is focused on availability and is often in need of a follow-up. Understanding the maturing of a vendor's DRP can shed light on many other aspects of a vendor's overall security state.	A vendor may have a number of BCP elements defined so the vendor's response may not be binary. Assess the components of the plan and ask about timelines, follow-up commitments, etc. If the vendor does not have a DRP, point them to https://www.sans.org/reading-room/whitepapers/recovery/disaster-recovery-plan-1164
DRPL-02	Is an owner assigned who is responsible for the maintenance and review of the DRP?	Having a DRP and maintaining/updating/testing a DRP are very different. Establishing a responsible party is fundamental to this process and this question looks to verify that within the vendor.	Follow-up inquiries for DRP responsible parties will be institution/implementation specific.
DRPL-03	Can the Institution review your DRP and supporting documentation?	General inquiry for documentation. As DRPs may contain some sensitive data, a robust summary is appropriate in lieu of a full DRP.	If the vendor states "No", you can ask for a summary, white paper, or blog. If unable to review the full plan, infer what you can from other DRP question responses.
DRPL-04	Are any disaster recovery locations outside the Institution's Data Zone?	Data exposure is a risk if sensitive data is in any way transported (physically or electronically) into a data zone that is not authorized by the institution. Depending on the criticality of data and institution policy, full control of data confidentiality may be highly valued.	Follow-up inquiries for data backup procedures/practices will be institution/implementation specific.
DRPL-05	Does your organization have a disaster recovery site or a contracted Disaster Recovery provider?	In the event that a vendor's headquarters (primary location of operation) is no longer usable, a recovery site may be needed to support business operations. Having an established (planned) recovery site show maturity in a vendor's DRP.	Follow-up inquiries for disaster recovery site practices will be institution/implementation specific.
DRPL-06	Does your organization conduct an annual test of relocating to this site for disaster recovery purposes?	Testing a DRP is an important action that improves the efficiency and accuracy of a vendor's recovery plans. Vague responses to this question should be met with concern and appropriate follow-up, based on your institutions risk tolerance.	If the vendor does not have a DRP, point them to https://www.sans.org/reading-room/whitepapers/recovery/disaster-recovery-plan-1164
DRPL-07	Is there a defined problem/issue escalation plan in your DRP for impacted clients?	Notification expectations should be set early in the contract/assessment process. Timelines, correspondence medium, and playbook details are all aspects to keep in mind when assessing this response.	If the vendor's response does not cover the details outlined in the reasoning, follow-up and get specific responses for each, as needed.
DRPL-08	Is there a documented communication plan in your DRP for impacted clients?	Notification expectations should be set early in the contract/assessment process. Timelines, correspondence medium, and playbook details are all aspects to keep in mind when assessing this response.	If the vendor's response does not cover the details outlined in the reasoning, follow-up and get specific responses for each, as needed.
DRPL-09	Describe or provide a reference to how your disaster recovery plan is tested? (i.e. scope of DR tests, end-to-end testing, etc.)	Testing a DRP is an important action that improves the efficiency and accuracy of a vendor's recovery plans. Vague responses to this question should be met with concern and appropriate follow-up, based on your institutions risk tolerance.	If the vendor does not have a DRP, point them to https://www.sans.org/reading-room/whitepapers/recovery/disaster-recovery-plan-1164
DRPL-10	Has the Disaster Recovery Plan been tested in the last year? Please provide a summary of the results in Additional Information (including actual recovery time).	Testing a DRP is an important action that improves the efficiency and accuracy of a vendor's recovery plans. Vague responses to this question should be met with concern and appropriate follow-up, based on your institutions risk tolerance.	If the vendor does not have a DRP, point them to https://www.sans.org/reading-room/whitepapers/recovery/disaster-recovery-plan-1164
DRPL-11	Do the documented test results identify your organizations actual recovery time capabilities for technology and facilities?	The vendor's response to this question will verify other responses related to planning, testing, and metrics. Use the response to infer the maturity of the vendor's DRP efforts.	Follow-up inquiries for recovery time capabilities will be institution/implementation specific.
DRPL-12	Are all components of the DRP reviewed at least annually and updated as needed to reflect change?	Testing a DRP is an important action that improves the efficiency and accuracy of a vendor's recovery plans. Vague responses to this question should be met with concern and appropriate follow-up, based on your institutions risk tolerance.	If the vendor does not have a DRP, point them to https://www.sans.org/reading-room/whitepapers/recovery/disaster-recovery-plan-1164
DRPL-13	Do you carry cyber-risk insurance to protect against unforeseen service outages, data that is lost or stolen, and security incidents?	Vendor responses to this questions need to be evaluated in the context of use case, data criticality, institutional risk tolerance, and value of the software/product/service to the institution's mission.	Follow-up inquiries for cyber-risk insurance will be institution/implementation specific.
Firewalls, IDS, IPS, and Networking		**Reason for Question**	**Follow-up Inquiries/Responses**
FIDP-01	Are you utilizing a web application firewall (WAF)?	The use case, vendor infrastructure, and types of services offered will greatly affect the need for various firewalling devices. The focus of this question is integrity, ensuring that the systems hosting institutional data are limited in need-only communications. The use of a WAF is important in systems in which a vendor has limited access to the to code infrastructure.	If a vendors states that they outsource their code development and do not run a WAF, there is elevated reason for concern. Verify how code is tested, monitored, and controlled in production environments.
FIDP-02	Are you utilizing a stateful packet inspection (SPI) firewall?	The use case, vendor infrastructure, and types of services offered will greatly affect the need for various firewalling devices. The focus of this question is integrity, ensuring that the systems hosting institutional data are limited in need-only communications. The use of a WAF is important in systems in which a vendor has limited access to the to code infrastructure.	If a vendors states that they outsource their code development and do not run a WAF, there is elevated reason for concern. Verify how code is tested, monitored, and controlled in production environments.
FIDP-03	State and describe who has the authority to change firewall rules?	Modifications to firewall rulesets can have significant repercussions. To ensure the integrity of the ruleset, this question targets the individual (or responsible party) for changes and the reasoning behind their authority.	Ensure that a separation of duties exists in network security configurations. Pay close attention to responsibility overlap in small organizations, where staff often fill multiple roles.
FIDP-04	Do you have a documented policy for firewall change requests?	In the context of the CIA triad, this question is focused on system integrity, ensuring that system changes are only executed by authorized users. Any change to a verified, known, secure environment should be carefully evaluated by stakeholders in a structured manner.	Follow-up inquiries for firewall change requests will be institution/implementation specific.
FIDP-05	Have you implemented an Intrusion Detection System (network-based)?	It is important to have detective capabilities in an information system to protect institutional data. Somewhat expected in information systems, vendors without IDSs implemented should raise concerns. Compensating controls need future evaluation, if provided by the vendor.	A security program with limited resources for event detection is not effective. Inquiries should include training for staff, reasoning behind not using IDS technologies, and how systems are monitored. Additional questions about a SIEM and other tool may be appropriate.
FIDP-06	Have you implemented an Intrusion Prevention System (network-based)?	It is important to have preventive capabilities in an information system to protect institutional data. Somewhat expected in information systems, vendors without IPSs implemented should raise concerns. Compensating controls need future evaluation, if provided by the vendor.	A security program with limited resources for active prevent is inefficient. Inquiries should include training for staff, reasoning behind not using IPS technologies, and how systems are actively protected and how malicious activity is stopped.

FIDP-07	Do you employ host-based intrusion detection?	It is important to have detective capabilities in an information system to protect institutional data. Somewhat expected in information systems, vendors without IDSs implemented should raise concerns. Compensating controls need future evaluation, if provided by the vendor.	Ask the vendor to summarize why host-based intrusion detection tools are not implemented in their environment. What compensating controls are in place to detect configuration changes and/or failures of integrity?
FIDP-08	Do you employ host-based intrusion prevention?	It is important to have preventive capabilities in an information system to protect institutional data. Somewhat expected in information systems, vendors without IPSs implemented should raise concerns. Compensating controls need future evaluation, if provided by the vendor.	Ask the vendor to summarize why host-based intrusion prevention tools are not implemented in their environment. What compensating controls are in place to detect malicious activity and to actively prevent its function.
FIDP-09	Are you employing any next-generation persistent threat (NGPT) monitoring?	This question is primarily focused on the maturity of a vendor's security program. Technologies are rapidly introduced and the toolsets needed to monitor, manage, and secure them need to keep up. Vendor responses to this question can give an institution insight into the maturity and overall state of a vendor's security.	Follow-up inquiries for NGPT monitoring will be institution/implementation specific.
FIDP-10	Do you monitor for intrusions on a 24x7x365 basis?	This question is primarily focused on system(s) integrity. If institutional data is stored in a system that is not physically secured from unauthorized access, the need for compensating controls is often higher. Depending on the use case or vendor infrastructure, this may not be relevant.	Follow-up inquiries for 24x7x365 monitoring will be institution/implementation specific.
FIDP-11	Is intrusion monitoring performed internally or by a third-party service?	This question is primarily focused on the capability of a vendor's security program. Understanding the size and skillsets of a vendor (taken from other responses) is needed to determine the appropriateness of the vendor's response to this question.	Follow-up inquiries for intrusion monitoring will be institution/implementation specific.
FIDP-12	Are audit logs available for all changes to the network, firewall, IDS, and IPS systems?	Strong logging capabilities are vital to the proper management of a network. Implementing an immature system that lacks sufficient logging capabilities exposes an institution to great risk.	If a weak response is given to this answer, it is an indicator that a non-technical representative populated the document and response scrutiny should be increased. If a vendor does not answer appropriately, a follow-up request to have the question fully-answered is appropriate.
Mobile Applications		**Reason for Question**	**Follow-up Inquiries/Responses**
MAPP-01	On which mobile operating systems is your software or service supported?	The purpose of this question is to highlight any concerning restrictions in the software/product/service that may cause support (or other) risks when deployed.	Follow-up inquiries for mobile application compatibility will be institution/implementation specific.
MAPP-02	Describe or provide a reference to the application's architecture and functionality.	Languages, platforms, libraries, coding style - anything along these lines is what this question is after. Layers of architecture, number of systems, complexity of configuration, and commonality of hardware/software are all points of interest in this question.	Vague responses to this question should be investigated further. Ask for additional documentation and verify that appropriate documentation exists to clearly understand the vendor's environment.
MAPP-03	Is the application available from a trusted source (e.g., iTunes App Store, Android Market, BB World)?	Distributing application via known, moderately vetted application platform decreases the chances of malicious code distribution. Standalone deployments (non-trusted sources) should be looked at more closely.	Ask the vendor why this deployment strategy is used. Ask if it is a restriction of the app store platform or some other environment restriction.
MAPP-04	Does the application store, process, or transmit critical data?	The purpose of this question is to understand the flow of data, specifically critical data, so that the proper follow-up questions can be asked.	Ask the vendor for data flow diagrams. Communication trusts between nodes is important - ask how data is handled at the application (device end), not just the servers.
MAPP-05	Is Institution's data encrypted in transport?	The need for encryption in transport is unique to your institution's implementation of a system. In particular, system components, architectures, and data flows, all factor into the need for this control.	Follow-up inquiries for data encryption in transport will be institution/implementation specific.
MAPP-06	Is Institution's data encrypted in storage? (e.g. disk encryption, at-rest)	The need for encryption at-rest is unique to your institution's implementation of a system. In particular, system components, architectures, and data flows, all factor into the need for this control.	Follow-up inquiries for data encryption at-rest will be institution/implementation specific.
MAPP-07	Does the mobile application support Kerberos, CAS, or Active Directory authentication?	This question is to set account management expectations for the institution. A system that can integrate with existing, vetted solutions, has its advantages and may have less administrative overhead. Also, adherence to standards here gives credit to other standards-oriented questions/responses.	If a vendor indicates that a system is standalone and cannot integrate with community standards, follow-up with maturity questions and ask about other commodity type functions or other system requirements your institution may have.
MAPP-08	Will any of these systems be implemented on systems hosting the Institution's data?	This is a follow-up to the questions above. Although a system may support authentication integrations, they may or may not be used on systems that store institutional data. Verify the use of authentication methods/functions in all parts of a system.	Ask for diagrams or other documentation that clearly shows what protections/systems are used and where and when they are used. The detail of inquiry will be based on the institutions risk tolerance and criticality of data.
MAPP-09	Does the application adhere to secure coding practices (e.g. OWASP, etc.)?	The adherence to secure coding best practices better positions a vendor to maintain the CIA triad. Use the knowledge of this response when evaluating other vendor statements, particularly those focused on development and the protection of communications.	If information security principles are not designed into the product lifecycle, point the vendor to OWASP's Secure Coding Practices - Quick Reference Guide at https://www.owasp.org/index.php/OWASP_Secure_Coding_Practices_-_Quick_Reference_Guide
MAPP-10	Has the application been tested for vulnerabilities by a third party?	External verification of application security controls in important when managing a system. Trust, but verify, is the focus of this question. HECVAT responses are taken at face-value, and verified within reason, in most cases. When a vendor can attest to, and provide externally-provided evidence supporting that attestation, it goes a long way in building trust that the vendor will appropriately protect institutional data.	If "No", inquire if there has ever been a vulnerability scan. A short lapse in external assessment validity can be understood (if there is a planned assessment) but a significant time lapse or none whatsoever is cause for elevated levels of concern.
MAPP-11	State the party that performed the vulnerability test and the date it was conducted?	External verification of application security controls in important when managing a system. Trust, but verify, is the focus of this question. HECVAT responses are taken at face-value, and verified within reason, in most cases. When a vendor can attest to, and provide externally-provided evidence supporting that attestation, it goes a long way in building trust that the vendor will appropriately protect institutional data.	If "No", inquiry is there has ever been a vulnerability scan. A short lapse in external assessment validity can be understood (if there is a planned assessment) but a significant time lapse or none whatsoever is cause for elevated levels of concern.
Physical Security		**Reason for Question**	**Follow-up Inquiries/Responses**
PHYS-01	Does your organization have physical security controls and policies in place?	This question is primarily focused on system(s) integrity. If institutional data is stored in a system that is not physically secured from unauthorized access, the need for compensating controls is often higher. This question also encompasses office (and other) spaces used by the vendor to conduct operations.	If a weak response is given to this answer, response scrutiny should be increased. Inquire about the size of an organization, how it is physically deployed, how employees interact with each other and verify each others credibility. Any follow-up question related to physical integrity of institutional data is relevant here.

PHYS-02	Are employees allowed to take home Institution's data in any form?	In the context of the CIA triad, this question is focused on confidentiality. Printed documents, mobile device use, and remote access are all relevant to this question. A vendor's response to this question will provide insight into their overall business process. Vendor business activity that pose additional security risks should be met with increased concern.	Vague responses to this question should be investigated further. Ask for additional documentation and verify that procedure (and possibly training) exists to ensure proper customer data handling activity.
PHYS-03	Are video monitoring feeds retained?	The focus of this question is the detective capabilities in the event an incident occurs in regards to institutional data.	Follow-up inquiries for video data storage will be institution/implementation specific.
PHYS-04	Are video feeds monitored by datacenter staff?	The focus of this question is the detective capabilities in the event an incident occurs in regards to institutional data.	Follow-up inquiries for video monitoring will be institution/implementation specific.
PHYS-05	Are individuals required to sign in/out for installation and removal of equipment?	Managing media (and the data within) throughout its lifecycle is crucial to the protection of institutional data. The focus of this question is confidentiality, ensuring that equipment used to store institutional data is appropriately protected.	Vague responses to this question should be investigated further. Ask for additional documentation and verify that procedure (and possibly training) exists to ensure proper media handling activity.
Policies, Procedures, and Processes		**Reason for Question**	**Follow-up Inquiries/Responses**
PPPR-01	Can you share the organization chart, mission statement, and policies for your information security unit?	Understanding the security program size (and capabilities) of a vendor has a significant impact on their ability to respond effectively to a security incident. Vendor's will share organizational charts and additional documentation of their security program, if needed. The point of this question is to verify vendor security program maturity or confirm other findings and/or assessments.	Vague responses to this question should be investigated further. Vendors unwilling to share additional supporting documentation decrease the trust established with other responses.
PPPR-02	Do you have a documented patch management process?	In the context of the CIA triad, this question is focused on system integrity, ensuring that system changes are only executed according to policy. Additionally, it is expected that devices used to access the vendor's systems are properly managed and secured.	Follow-up with a robust question set if the vendor cannot clearly state full-control of their system patching strategy. Questions about patch testing, testing environments, threat mitigation, incident remediation, etc. are appropriate.
PPPR-03	Can you accommodate encryption requirements using open standards?	Beware the use of proprietary encryption implementations. Open standard encryption, preferably mature, is often preferred. Although there may be cases if which that is not the case, be sure to understand the vendor's infrastructure and the true security of a vendor's solution.	If the vendor cannot accommodate open standards encryption requirements, direct them to NIST's Cryptographic Standards and Guidelines document at https://csrc.nist.gov/Projects/Cryptographic-Standards-and-Guidelines
PPPR-04	Have your developers been trained in secure coding techniques?	The adherence to secure coding best practices better positions a vendor to maintain the CIA triad. Use the knowledge of this response when evaluating other vendor statements, particularly those focused on development and the protection of communications.	If information security principles are not designed into the product lifecycle, point the vendor to OWASP's Secure Coding Practices - Quick Reference Guide at https://www.owasp.org/index.php/OWASP_Secure_Coding_Practices_-_Quick_Reference_Guide
PPPR-05	Was your application developed using secure coding techniques?	The adherence to secure coding best practices better positions a vendor to maintain the CIA triad. Use the knowledge of this response when evaluating other vendor statements, particularly those focused on development and the protection of communications.	If information security principles are not designed into the product lifecycle, point the vendor to OWASP's Secure Coding Practices - Quick Reference Guide at https://www.owasp.org/index.php/OWASP_Secure_Coding_Practices_-_Quick_Reference_Guide
PPPR-06	Do you subject your code to static code analysis and/or static application security testing prior to release?	Code analysis (prior to implementation) can decrease the number of vulnerabilities within a system. Depending on the insight a vendor has into their code, code testing should be expected. When a vendor outsources their coding efforts, the use of a web application firewall may be appropriate. In this case, reference the vendor's response to their use of a WAF.	Ask the vendor what types of tools they use in testing. And who performs the testing of the code. Are developers the ones running the security tests? If static code analysis and/or static application security testing is not conducted, point the vendor to OWASP's Testing Guide at https://www.owasp.org/index.php/OWASP_Testing_Guide_v4_Table_of_Contents
PPPR-07	Do you have software testing processes (dynamic or static) that are established and followed?	Code analysis (prior to implementation) can decrease the number of vulnerabilities within a system. Depending on the insight a vendor has into their code, code testing should be expected.	If software testing processes are not established and followed, point the vendor to OWASP's Testing Guide at https://www.owasp.org/index.php/OWASP_Testing_Guide_v4_Table_of_Contents
PPPR-08	Are information security principles designed into the product lifecycle?	The adherence to secure coding best practices better positions a vendor to maintain the CIA triad. Use the knowledge of this response when evaluating other vendor statements, particularly those focused on development and the protection of communications.	If information security principles are not designed into the product lifecycle, point the vendor to OWASP's Secure Coding Practices - Quick Reference Guide at https://www.owasp.org/index.php/OWASP_Secure_Coding_Practices_-_Quick_Reference_Guide
PPPR-09	Do you have a documented systems development life cycle (SDLC)?	Mature product/software/service lifecycle management can position a vendor to sufficiently plan, implement, and manage systems that better protect institutional data.	Although withdrawn by NIST, the Security Considerations in the Systems Development Life Cycle (SP 800-64r2) document is an excellent resource to provide guidance to vendors (i.e. set expectations.) Follow-up questions to SDLC use will be institution/implementation specific.
PPPR-10	Do you have a formal incident response plan?	The ability for the vendor to respond effectively (and quickly) to a security incident is of the utmost importance. The size of a vendor's security office will determine their capabilities during a security incident but the incident response plan will oftentimes determine their effectiveness. Use the knowledge of this response when evaluating other vendor statements, particularly when discussing degraded operation states.	If the vendor does not have an incident response plan, point them to the NIST Computer Security Incident Handling Guide at https://csrc.nist.gov/publications/detail/sp/800-61/rev-2/final
PPPR-11	Will you comply with applicable breach notification laws?	This is a general inquiry to determine if the vendor is well-versed in applicable laws and regulations that apply in the institution's region of business operation.	If a vendor is vague in their response, follow-up with direct questions about doing business in your state/region/country and any laws that are pertinent to the institution.
PPPR-12	Will you comply with the Institution's IT policies with regards to user privacy and data protection?	This is a general inquiry to determine if the vendor has reviewed the institution's policies and are committed to complying with them.	If a vendor is vague in their response, follow-up with direct questions about the institution's policies and ensure the expectation of compliance is clear with the vendor.
PPPR-13	Is your company subject to Institution's Data Zone laws and regulations?	This is a general inquiry to determine if the vendor is well-versed in applicable laws and regulations that apply in the institution's region of business operation.	If a vendor is vague in their response, follow-up with direct questions about doing business in your state/region/country and any laws that are pertinent to the institution.
PPPR-14	Do you perform background screenings or multi-state background checks on all employees prior to their first day of work?	The use of detective and preventive controls in the hiring process serve a valuable role in protecting institutional data. As these are often HR documented policies, a vendor should have their practices well-documented and ready for review, upon request.	Ask the vendor is background checks and/or screening are conducted in any capacity, at any time during the employment period. Ask about the precautions they take to ensure the intellectual property is secured and inquire if user data is treated in an appropriate manner.
PPPR-15	Do you require new employees to fill out agreements and review policies?	Setting the expectation of performance and increase awareness of security-related responsibilities are part of these initial-hiring documents. Oftentimes these agreements and reviews are conducted during orientation for new employees.	If a vendor's practices are not clear, inquire about training requirements for employees, especially the frequency and scope of content.

PPPR-16	Do you have documented information security policy?	A shared security [responsibility] environment is expected of vendors in today's world. Security office's cannot solely protect an institution's data. Information security, engrained in an organization, is the best case scenario for the protection of institutional data. Security awareness and practice start in a vendor's policies.	If the vendor does not have document information security policy, follow-up questions about training, company practices, awareness efforts, auditing, and system protection practices are appropriate.
PPPR-17	Do you have an information security awareness program?	Understanding the maturity of a vendor's awareness program will indicate the value they place on protecting institutional data. Security involves all parts of an organization, end-user staff included. Awareness training should be prevalent, continuous, and well-documented.	If a vendor's awareness training is not prevalent, continuous, and well-documented, it is cause for concern. Inquire about other mandatory training, verify its scope, and confirm the training cycles.
PPPR-18	Is security awareness training mandatory for all employees?	Understanding the maturity of a vendor's awareness program will indicate the value they place on protecting institutional data. Security involves all parts of an organization, end-user staff included. Awareness training should be prevalent, continuous, and well-documented.	If a vendor's awareness training is not prevalent, continuous, and well-documented, it is cause for concern. Inquire about other mandatory training, verify its scope, and confirm the training cycles.
PPPR-19	Do you have process and procedure(s) documented, and currently followed, that require a review and update of the access-list(s) for privileged accounts?	The focus of this question is privilege creep, a situation where employees gain access privileges as they move within an organization, but privileges that they were given in previous roles are not removed. This can lead to situations were an individual has concurrent access to systems that should not be allowed.	Ask the vendor how administrator accounts are protected. Ask for documentation for their onboarding and offboarding procedures for new staff.
PPPR-20	Do you have documented, and currently implemented, internal audit processes and procedures?	The focus of this question is if they audit, how they audit, what they audit, and how it is properly documented and consistently conducted.	Follow-up inquiries for internal audit strategies will be institution/implementation specific.
Product Evaluation		**Reason for Question**	**Follow-up Inquiries/Responses**
PROD-01	Do you incorporate customer feedback into security feature requests?	Not every software/product/service will have everything an institution will need, at all times, during the lifecycle of a system. The ability to influence development efforts is a valuable position for a higher ed institution. Knowing that a vendor is listening and wants to deliver viable solutions builds trust in the implementation.	Ask how requests should be submitted, how requests are prioritized, and by whom. Ask about product roadmaps (1yr, 2yr, 5yr, depending on use case).
PROD-02	Can you provide an evaluation site to the institution for testing?	Oftentimes an institution will want to evaluate a solution before committing to purchase or deploying future functionality. Based on the use case, flexibility in product evaluation may be a requirement.	Follow-up inquiries for evaluations sites will be institution/implementation specific.
Quality Assurance		**Reason for Question**	**Follow-up Inquiries/Responses**
QLAS-01	Provide a general summary of your Quality Assurance program.	Integrity and availability are the focus of this question. The existence of a well-documented quality assurance program, with demonstrated and published metrics, may provide insight into the inner workings (mindset) of a vendor.	Institutions vary broadly on how QA is handled so any follow-up questions will be contract/institution/implementation specific.
QLAS-02	Do you comply with ISO 9001?	Standard documentation, relevant to institutions requiring a vendor to comply with ISO 9001.	Follow-up inquiries for ISO 9001 content will be institution/implementation specific.
QLAS-03	Will your company provide quality and performance metrics in relation to the scope of services and performance expectations for the services you are offering?	This question is for institutions that tie metrics and service level agreements (SLAs) or expectations (SLEs) to security reviews. The implementation strategy and use case will indicate the relevancy of this question for security/risk assessment.	Follow-up inquiries for quality and performance metrics will be contract/institution/implementation specific.
QLAS-04	Have you supplied products and/or services to the Institution (or its Campuses) in the last five years?	This is a general inquiry to determine if the vendor being assessed has done or is doing business with the institution as the time of assessment. Existing relationships, if present, can be reviewed for insights into a vendor and/or to verify other responses.	Many Higher Ed institutions are large enough that existing/former contracts exist with one entity of the college/university (e.g. School of X) but it is unknown to another. Question the vendor in-depth if you get a vague response to this question - combining licenses/purchases increases buying power.
QLAS-05	Do you have a program to keep your customers abreast of higher education and/or industry issues?	This question is used to gauge the importance of our industry (higher education) to the vendor.	This is a general information question - any follow-up will be institution/implementation specific.
Systems Management & Configuration		**Reason for Question**	**Follow-up Inquiries/Responses**
SYST-01	Are systems that support this service managed via a separate management network?	Management networks and end-user networks are often exclusive, with the intent of limiting access to elevated authorization tools. When a vendor states these networks are merged in operation, it should be met with elevated levels of concern. The focus of this question is to verify a common best practice in system management, allowing an institution to gain insight into a vendor's operating environment.	Verify if the vendor's practice is constrained by a technology or if it is just a best practice that is not adopted. In the case of constraints, ask for additional best practice implementation strategies that may compensate for the elevated risk(s).
SYST-02	Do you have an implemented system configuration management process? (e.g. secure "gold" images, etc.)	Hardware lifecycles and continuous software updates creates an always-changing landscape in information technology. The focus of this question is the integrity of a vendor's infrastructure. Mismanagement of system configurations can lead to breakdowns in layers of security.	It is expected that vendors should have robust documentation when it comes to configuration management. Vague answers to this question should be met with concern. Inquire about the device management tools in use, system lifecycles, complexity of systems, etc. and evaluate the response in the context of company capabilities (see Company Background section).
SYST-03	Are employee mobile devices managed by your company's Mobile Device Management (MDM) platform?	The focus of this question is confidentiality. Vendor employees accessing institutional data from personal, unmanaged (by vendor) devices pose a risk of loss of confidentiality.	Follow-up inquiries for mobile device management procedures/practices will be institution/implementation specific. Increased scrutiny should be placed on compensating controls, data loss prevention, access controls, auditing, etc.
SYST-04	Do you have a systems management and configuration strategy that encompasses servers, appliances, and mobile devices (company and employee owned)?	In the context of the CIA triad, this question is focused on system integrity, ensuring that system changes are only executed by authorized users. Additionally, it is expected that devices (for administrators, vendor staff, and affiliates)that are used to access the vendor's systems are properly managed and secured.	Follow-up with a robust question set if the vendor cannot clearly state full-control of the integrity of their system(s). Questions about administrator access on end-user devices and other maintenance and patching type questions are appropriate.
Vulnerability Scanning		**Reason for Question**	**Follow-up Inquiries/Responses**
VULN-01	Are your applications scanned externally for vulnerabilities?	External verification of application security controls in important when managing a system. Trust, but verify, is the focus of this question. HECVAT responses are taken at face-value, and verified within reason, in most cases. When a vendor can attest to, and provide externally-provided evidence supporting that attestation, it goes a long way in building trust that the vendor will appropriately protect institutional data.	If "No", inquire if there has ever been a vulnerability scan. A short lapse in external assessment validity can be understood (if there is a planned assessment) but a significant time lapse or none whatsoever is cause for elevated levels of concern.

VULN-02	Have your applications had an external vulnerability assessment in the last year?	External verification of application security controls in important when managing a system. Trust, but verify, is the focus of this question. HECVAT responses are taken at face-value, and verified within reason, in most cases. When a vendor can attest to, and provide externally-provided evidence supporting that attestation, it goes a long way in building trust that the vendor will appropriately protect institutional data	If "No", inquiry is there has ever been a vulnerability scan. A short lapse in external assessment validity can be understood (if there is a planned assessment) but a significant time lapse or none whatsoever is cause for elevated levels of concern.
VULN-03	Are your applications scanned for vulnerabilities prior to new releases?	Modern technologies allow for rapid deployment of features and with them, come changes to an established code environment. The focus of this question is to verify a vendor's practice of regression testing their code and verifying that previously non-existent risks are introduced into a known, secured environment	If "No", inquiry if there are plans to implement these processes. Ask the vendor to summarize their decision behind not scanning their applications for vulnerabilities. Prior to release.
VULN-04	Are your systems scanned externally for vulnerabilities?	External verification of system security controls in important when managing a system. Trust, but verify, is the focus of this question. HECVAT responses are taken at face-value, and verified within reason, in most cases. When a vendor can attest to, and provide externally-provided evidence supporting that attestation, it goes a long way in building trust that the vendor will appropriately protect institutional data	If "No", inquiry is there has ever been a vulnerability scan. A short lapse in external assessment validity can be understood (if there is a planned assessment) but a significant time lapse or none whatsoever is cause for elevated levels of concern.
VULN-05	Have your systems had an external vulnerability assessment in the last year?	External verification of system security controls in important when managing a system. Trust, but verify, is the focus of this question. HECVAT responses are taken at face-value, and verified within reason, in most cases. When a vendor can attest to, and provide externally-provided evidence supporting that attestation, it goes a long way in building trust that the vendor will appropriately protect institutional data	If "No", inquiry is there has ever been a vulnerability scan. A short lapse in external assessment validity can be understood (if there is a planned assessment) but a significant time lapse or none whatsoever is cause for elevated levels of concern.
VULN-06	Describe or provide a reference to the tool(s) used to scan for vulnerabilities in your applications and systems.	Every infrastructure has a set of tools best suited to evaluate and protect it from vulnerability. Regardless of focus (i.e. code, hardware systems, etc.), professional, well-established tools are ideal when performing vulnerability assessment. In addition, the talent/skillset of a vulnerability assessor is also important.	Inquiries should be focused on matching tools to policy/procedures and ensuring that a vendor has the skillset/knowledge to properly scan their environments for vulnerabilities and address them adequately, when discovered.
VULN-07	Will you provide results of security scans to the Institution?	If a vendor is scanning their applications and/or systems, oftentimes an institution will want to review the report, if possible. Preferably, any finding on the reports will have a matching mitigation action.	If a vendor is hesitant to share the report, ask for a summarized version - some insight is better than none.
VULN-08	Describe or provide a reference to how you monitor for and protect against common web application security vulnerabilities (e.g. SQL injection, XSS, XSRF, etc.).	The adherence to secure coding best practices better positions a vendor to maintain the CIA triad. Use the knowledge of this response when evaluating other vendor statements, particularly those focused on development and the protection of communications. Vendors should be monitoring for and addressing these issues in their products.	If information security principles are not designed into the product lifecycle, point the vendor to OWASP's Secure Coding Practices - Quick Reference Guide at https://www.owasp.org/index.php/OWASP_Secure_Coding_Practices_-_Quick_Reference_Guide Inquire about the tools a vendor uses, the interval at which systems are monitored/mitigated, and who is responsible for the process/procedure in place for this monitoring
VULN-09	Will you allow the institution to perform its own security testing of your systems and/or application provided that testing is performed at a mutually agreed upon time and date?	Many Higher Ed institutions are capable of performing vulnerability assessments and/or penetration testing on their vendor's infrastructures. This question confirms the possibility of conducting these actions against the vendor's infrastructure.	Follow-up inquiries for vulnerability scanning and penetration testing will be institution/implementation specific.
HIPAA		**Reason for Question**	**Follow-up Inquiries/Responses**
HIPA-01	Do your workforce members receive regular training related to the HIPAA Privacy and Security Rules and the HITECH Act?	§164.308(a)(5)(i)	Follow-up inquiries for HIPAA requirements will be institution/implementation specific.
HIPA-02	Do you monitor or receive information regarding changes in HIPAA regulations?	§164.316(b)(2)(iii)	Follow-up inquiries for HIPAA requirements will be institution/implementation specific.
HIPA-03	Has your organization designated HIPAA Privacy and Security officers as required by the Rules?	§164.308(a)(2)	Follow-up inquiries for HIPAA requirements will be institution/implementation specific.
HIPA-04	Do you comply with the requirements of the Health Information Technology for Economic and Clinical Health Act (HITECH)?	Inquiry into a vendor's use of electronic health records (EHRs).	Follow-up inquiries for HIPAA requirements will be institution/implementation specific.
HIPA-05	Do you have an incident response process and reporting in place to investigate any potential incidents and report actual incidents?	§164.308(a)(6)(i)	Follow-up inquiries for HIPAA requirements will be institution/implementation specific.
HIPA-06	Do you have a plan to comply with the Breach Notification requirements if there is a breach of data?	§164.308(a)(6)(ii)	Follow-up inquiries for HIPAA requirements will be institution/implementation specific.
HIPA-07	Have you conducted a risk analysis as required under the Security Rule?	§164.308(a)(1)(i)	Follow-up inquiries for HIPAA requirements will be institution/implementation specific.
HIPA-08	Have you identified areas of risks?	§164.308(a)(1)(i), §164.308(a)(1)(ii)(A)	Follow-up inquiries for HIPAA requirements will be institution/implementation specific.
HIPA-09	Have you taken actions to mitigate the identified risks?	§164.308(a)(1)(ii)(B)	Follow-up inquiries for HIPAA requirements will be institution/implementation specific.
HIPA-10	Does your application require user and system administrator password changes at a frequency no greater than 90 days?	§164.308(a)(5)(ii)(D)	Follow-up inquiries for HIPAA requirements will be institution/implementation specific.
HIPA-11	Does your application require a user to set their own password after an administrator reset or on first use of the account?	§164.308(a)(5)(ii)(D)	Follow-up inquiries for HIPAA requirements will be institution/implementation specific.
HIPA-12	Does your application lock-out an account after a number of failed login attempts?	§164.308(a)(4), §164.312(a)(2)(ii), §164.312(a)(2)(iii)	Follow-up inquiries for HIPAA requirements will be institution/implementation specific.
HIPA-13	Does your application automatically lock or log-out an account after a period of inactivity?	§164.308(a)(4), §164.312(a)(2)(ii), §164.312(a)(2)(iii)	Follow-up inquiries for HIPAA requirements will be institution/implementation specific.
HIPA-14	Are passwords visible in plain text, whether when stored or entered, including service level accounts (i.e. database accounts, etc.)?	§164.308(a)(4), §164.312(d)	Follow-up inquiries for HIPAA requirements will be institution/implementation specific.
HIPA-15	If the application is institution-hosted, can all service level and administrative account passwords be changed by the institution?	§164.308(a)(4), §164.312(d)	Follow-up inquiries for HIPAA requirements will be institution/implementation specific.
HIPA-16	Does your application provide the ability to define user access levels?	§164.308(a)(4), §164.312(a)(1), §164.312(a)(2)(i), §164.312(d)	Follow-up inquiries for HIPAA requirements will be institution/implementation specific.

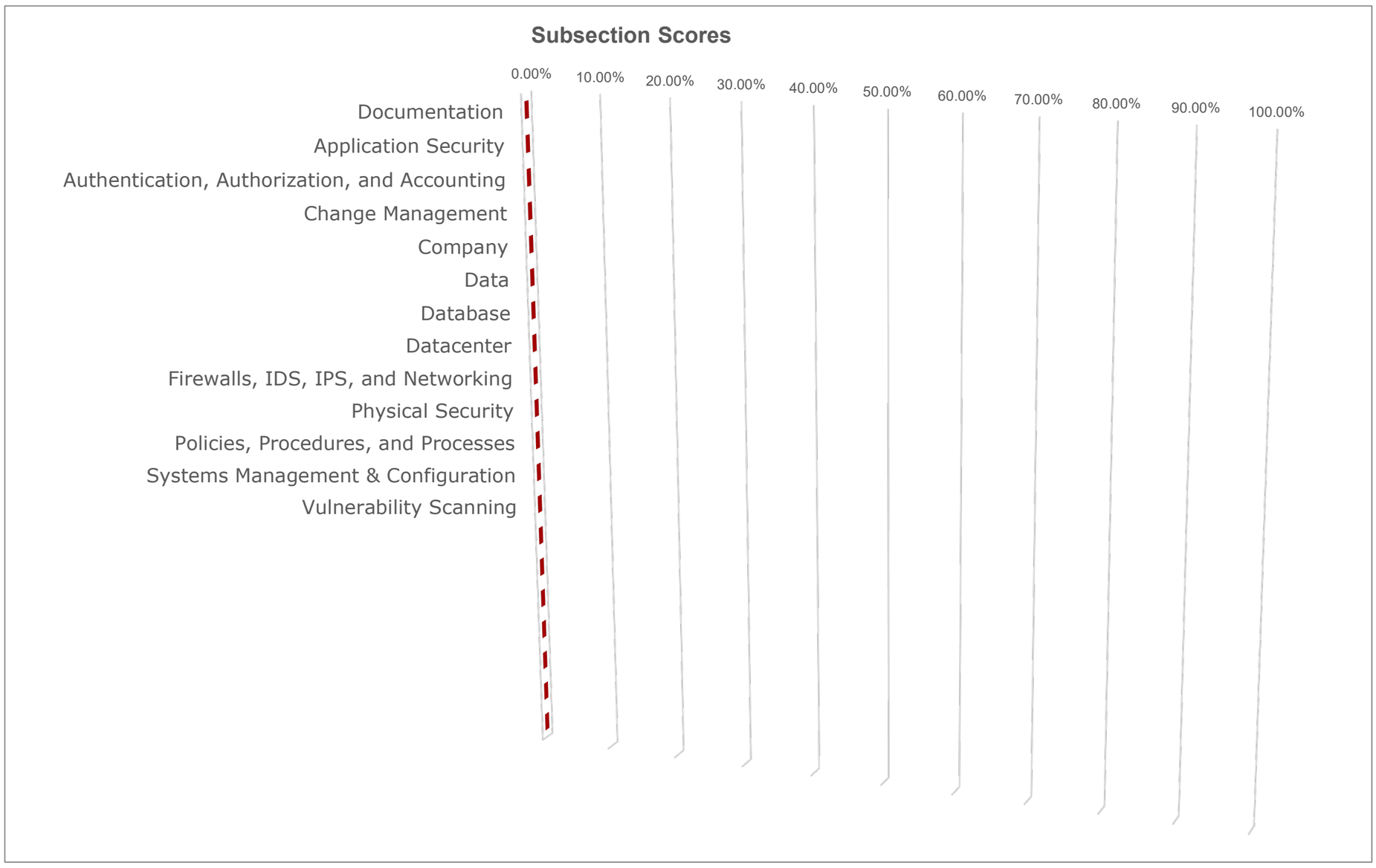
HIPA-17	Does your application support varying levels of access to administrative tasks defined individually per user?	§164.308(a)(4), §164.312(a)(1), §164.312(a)(2)(i), §164.312(d)	Follow-up inquiries for HIPAA requirements will be institution/implementation specific.
HIPA-18	Does your application support varying levels of access to records based on user ID?	§164.308(a)(4), §164.312(a)(1), §164.312(a)(2)(i), §164.312(d)	Follow-up inquiries for HIPAA requirements will be institution/implementation specific.
HIPA-19	Is there a limit to the number of groups a user can be assigned?	§164.308(a)(4), §164.312(a)(1)	Follow-up inquiries for HIPAA requirements will be institution/implementation specific.
HIPA-20	Do accounts used for vendor supplied remote support abide by the same authentication policies and access logging as the rest of the system?	§164.308(a)(4), §164.312(a)(1)	Follow-up inquiries for HIPAA requirements will be institution/implementation specific.
HIPA-21	Does the application log record access including specific user, date/time of access, and originating IP or device?	§164.308(a)(1)(ii)(D)	Follow-up inquiries for HIPAA requirements will be institution/implementation specific.
HIPA-22	Does the application log administrative activity, such user account access changes and password changes, including specific user, date/time of changes, and originating IP or device?	§164.312(b)	Follow-up inquiries for HIPAA requirements will be institution/implementation specific.
HIPA-23	How long does the application keep access/change logs?	§164.312(b)	Follow-up inquiries for HIPAA requirements will be institution/implementation specific.
HIPA-24	Can the application logs be archived?	§164.312(b)	Follow-up inquiries for HIPAA requirements will be institution/implementation specific.
HIPA-25	Can the application logs be saved externally?	§164.312(b)	Follow-up inquiries for HIPAA requirements will be institution/implementation specific.
HIPA-26	Does your data backup and retention policies and practices meet HIPAA requirements?	§164.312(a)(2)(ii)	Follow-up inquiries for HIPAA requirements will be institution/implementation specific.
HIPA-27	Do you have a disaster recovery plan and emergency mode operation plan?	§164.308(a)(7)(i)	Follow-up inquiries for HIPAA requirements will be institution/implementation specific.
HIPA-28	Have the policies/plans mentioned above been tested?	§164.308(a)(7)(i)	Follow-up inquiries for HIPAA requirements will be institution/implementation specific.
HIPA-29	Can you provide a HIPAA compliance attestation document?	§164.308(b)(2)	Follow-up inquiries for HIPAA requirements will be institution/implementation specific.
HIPA-30	Are you willing to enter into a Business Associate Agreement (BAA)?	§164.308(b)(1), §164.308(b)(3), §164.314(a)(1)(i)	Follow-up inquiries for HIPAA requirements will be institution/implementation specific.
HIPA-31	Have you entered into a BAA with all subcontractors who may have access to protected health information (PHI)?	§164.308(a)(3)(i), §164.308(b)(1), §164.308(b)(3), §164.314(a)(1)(i)	Follow-up inquiries for HIPAA requirements will be institution/implementation specific.
PCI DSS		**Reason for Question**	**Follow-up Inquiries/Responses**
PCID-01	Do your systems or products store, process, or transmit cardholder (payment/credit/debt card) data?	12.8	Follow-up inquiries for PCI DSS requirements will be institution/implementation specific.
PCID-02	Are you compliant with the Payment Card Industry Data Security Standard (PCI DSS)?	12.8	Follow-up inquiries for PCI DSS requirements will be institution/implementation specific.
PCID-03	Do you have a current, executed within the past year, Attestation of Compliance (AoC) or Report on Compliance (RoC)?	12.8	Follow-up inquiries for PCI DSS requirements will be institution/implementation specific.
PCID-04	Are you classified as a service provider?	12.8	Follow-up inquiries for PCI DSS requirements will be institution/implementation specific.
PCID-05	Are you on the list of VISA approved service providers?	12.8	Follow-up inquiries for PCI DSS requirements will be institution/implementation specific.
PCID-06	Are you classified as a merchant? If so, what level (1, 2, 3, 4)?	12.8	Follow-up inquiries for PCI DSS requirements will be institution/implementation specific.
PCID-07	Describe the architecture employed by the system to verify and authorize credit card transactions.	PCI Scope	Follow-up inquiries for PCI DSS requirements will be institution/implementation specific.
PCID-08	What payment processors/gateways does the system support?	12.8	Follow-up inquiries for PCI DSS requirements will be institution/implementation specific.
PCID-09	Can the application be installed in a PCI DSS compliant manner ?	12.8	Follow-up inquiries for PCI DSS requirements will be institution/implementation specific.
PCID-10	Is the application listed as an approved PA-DSS application?	12.8	Follow-up inquiries for PCI DSS requirements will be institution/implementation specific.
PCID-11	Does the system or products use a third party to collect, store, process, or transmit cardholder (payment/credit/debt card) data?	12.8	Follow-up inquiries for PCI DSS requirements will be institution/implementation specific.
PCID-12	Include documentation describing the systems' abilities to comply with the PCI DSS and any features or capabilities of the system that must be added or changed in order to operate in compliance with the standards.	12.8	Follow-up inquiries for PCI DSS requirements will be institution/implementation specific.

HECVAT - Full - Summary Report

Version 2.11

Vendor	Vendor Name	**Product**	Product Name and Version Information
Description	Brief Description of the Product		

Overall Score:	
0%	F



Non-Compliant Responses

			Institution's Security Framework	
ID	**Question**	**Additional Info**	**0**	
DOCU-04	Do you conform with a specific industry standard security framework? (e.g. NIST Cybersecurity Framework, ISO 27001, etc.)		#REF!	#REF!
DOCU-06	Does your organization have a data privacy policy?		#REF!	#REF!

THRD-01	Describe how you perform security assessments of third party companies with which you share data (i.e. hosting providers, cloud services, PaaS, IaaS, SaaS, etc.). Provide a summary of your practices that assures that the third party will be subject to the appropriate standards regarding security, service recoverability, and confidentiality.		#REF!	#REF!
THRD-02	Provide a brief description for why each of these third parties will have access to institution data.		#REF!	#REF!
THRD-03	What legal agreements (i.e. contracts) do you have in place with these third parties that address liability in the event of a data breach?		#REF!	#REF!
THRD-04	Describe or provide references to your third party management strategy or provide additional information that may help analysts better understand your environment and how it relates to third-party solutions.		#REF!	#REF!
CONS-03	Will the consultant require access to hardware in the Institution's data centers?		#REF!	#REF!
CONS-06	Will any data be transferred to the consultant's possession?		#REF!	#REF!
CONS-08	Will the consultant need remote access to the Institution's network or systems?		#REF!	#REF!
APPL-01	Do you support role-based access control (RBAC) for end-users?		#REF!	#REF!
APPL-02	Do you support role-based access control (RBAC) for system administrators?		#REF!	#REF!

APPL-06	Do you employ a single-tenant environment?		#REF!	#REF!
APPL-08	Have you or any third party you contract with that may have access or allow access to the institution's data experienced a breach?		#REF!	#REF!
APPL-10	Describe or provide a reference to the overall system and/or application architecture(s), including appropriate diagrams. Include a full description of the data communications architecture for all components of the system.		#REF!	#REF!
APPL-11	Are databases used in the system segregated from front-end systems? (e.g. web and application servers)		#REF!	#REF!
APPL-14	Can your system take advantage of mobile and/or GPS enabled mobile devices?		#REF!	#REF!
APPL-15	Describe or provide a reference to the facilities available in the system to provide separation of duties between security administration and system administration functions.		#REF!	#REF!
APPL-16	Describe or provide a reference that details how administrator access is handled (e.g. provisioning, principle of least privilege, deprovisioning, etc.)		#REF!	#REF!
AAAI-01	Can you enforce password/passphrase aging requirements?		#REF!	#REF!
AAAI-02	Can you enforce password/passphrase complexity requirements [provided by the institution]?		#REF!	#REF!

AAAI-03	Does the system have password complexity or length limitations and/or restrictions?		#REF!	#REF!
AAAI-05	Does your web-based interface support authentication, including standards-based single-sign-on? (e.g. InCommon)		#REF!	#REF!
AAAI-06	Are there any passwords/passphrases hard coded into your systems or products?		#REF!	#REF!
AAAI-07	Are user account passwords/passphrases visible in administration modules?		#REF!	#REF!
AAAI-08	Are user account passwords/passphrases stored encrypted?		#REF!	#REF!
AAAI-11	Will any external authentication or authorization system be utilized by an application with access to the institution's data?		#REF!	#REF!
AAAI-13	Does the system operate in a mixed authentication mode (i.e. external and local authentication)?		#REF!	#REF!
AAAI-14	Will any external authentication or authorization system be utilized by a system with access to institution data?		#REF!	#REF!
AAAI-15	Are audit logs available that include AT LEAST all of the following; login, logout, actions performed, and source IP address?		#REF!	#REF!

AAAI-16	Describe or provide a reference to the a) system capability to log security/authorization changes as well as user and administrator security events (i.e. physical or electronic)(e.g. login failures, access denied, changes accepted), and b) all requirements necessary to implement logging and monitoring on the system. Include c) information about SIEM/log collector usage.		#REF!	#REF!
BCPL-01	Describe or provide a reference to your Business Continuity Plan (BCP).		#REF!	#REF!
BCPL-06	Are all components of the BCP reviewed at least annually and updated as needed to reflect change?		#REF!	#REF!
BCPL-07	Has your BCP been tested in the last year?		#REF!	#REF!
CHNG-01	Do you have a documented and currently followed change management process (CMP)?		#REF!	#REF!
CHNG-05	Describe or provide a reference to your solution support strategy in relation to maintaining software currency. (i.e. how many concurrent versions are you willing to run and support?)		#REF!	#REF!
CHNG-08	Does your organization ensure through policy and procedure (that is currently implemented) that only application software verifiable as authorized, tested, and approved for production, and having met all other requirements and reviews necessary for commissioning, is placed into production?		#REF!	#REF!
DATA-01	Do you physically and logically separate Institution's data from that of other customers?		#REF!	#REF!
DATA-03	Is sensitive data encrypted in transport? (e.g. system-to-client)		#REF!	#REF!

DATA-04	Is sensitive data encrypted in storage (e.g. disk encryption, at-rest)?		#REF!	#REF!
DATA-05	Do you employ or allow any cryptographic modules that do not conform to the Federal Information Processing Standards (FIPS PUB 140-2)?		#REF!	#REF!
DATA-06	Does your system employ encryption technologies when transmitting sensitive information over TCP/IP networks (e.g., SSH, SSL/TLS, VPN)? (e.g. system-to-system and system-to-client)		#REF!	#REF!
DATA-08	At the completion of this contract, will data be returned to the institution?		#REF!	#REF!
DATA-11	Are ownership rights to all data, inputs, outputs, and metadata retained by the institution?		#REF!	#REF!
DATA-17	Are data backups encrypted?		#REF!	#REF!
DATA-23	Do you have a media handling process, that is documented and currently implemented, including end-of-life, repurposing, and data sanitization procedures?		#REF!	#REF!
DATA-28	Is any institution data visible in system administration modules/tools?		#REF!	#REF!
DBAS-01	Does the database support encryption of specified data elements in storage?		#REF!	#REF!

DBAS-02	Do you currently use encryption in your database(s)?		#REF!	#REF!
DCTR-04	Do any of your servers reside in a co-located data center?		#REF!	#REF!
DCTR-09	Will any institution data leave the Institution's Data Zone?		#REF!	#REF!
DRPL-01	Describe or provide a reference to your Disaster Recovery Plan (DRP).		#REF!	#REF!
DRPL-07	Is there a defined problem/issue escalation plan in your DRP for impacted clients?		#REF!	#REF!
FIDP-01	Are you utilizing a web application firewall (WAF)?		#REF!	#REF!
FIDP-02	Are you utilizing a stateful packet inspection (SPI) firewall?		#REF!	#REF!
FIDP-04	Do you have a documented policy for firewall change requests?		#REF!	#REF!
FIDP-05	Have you implemented an Intrusion Detection System (network-based)?		#REF!	#REF!

FIDP-07	Do you employ host-based intrusion detection?		#REF!	#REF!
FIDP-12	Are audit logs available for all changes to the network, firewall, IDS, and IPS systems?		#REF!	#REF!
MAPP-03	Is the application available from a trusted source (e.g., iTunes App Store, Android Market, BB World)?		#REF!	#REF!
MAPP-05	Is Institution's data encrypted in transport?		#REF!	#REF!
MAPP-06	Is Institution's data encrypted in storage? (e.g. disk encryption, at-rest)		#REF!	#REF!
MAPP-07	Does the mobile application support Kerberos, CAS, or Active Directory authentication?		#REF!	#REF!
MAPP-09	Does the application adhere to secure coding practices (e.g. OWASP, etc.)?		#REF!	#REF!
MAPP-10	Has the application been tested for vulnerabilities by a third party?		#REF!	#REF!
MAPP-11	State the party that performed the vulnerability test and the date it was conducted?		#REF!	#REF!

PHYS-02	Are employees allowed to take home Institution's data in any form?		#REF!	#REF!
PPPR-02	Do you have a documented patch management process?		#REF!	#REF!
PPPR-04	Have your developers been trained in secure coding techniques?		#REF!	#REF!
PPPR-06	Do you subject your code to static code analysis and/or static application security testing prior to release?		#REF!	#REF!
PPPR-10	Do you have a formal incident response plan?		#REF!	#REF!
PPPR-11	Will you comply with applicable breach notification laws?		#REF!	#REF!
PPPR-16	Do you have documented information security policy?		#REF!	#REF!
PPPR-17	Do you have an information security awareness program?		#REF!	#REF!
SYST-01	Are systems that support this service managed via a separate management network?		#REF!	#REF!

VULN-01	Are your applications scanned externally for vulnerabilities?		#REF!	#REF!
VULN-04	Are your systems scanned externally for vulnerabilities?		#REF!	#REF!
VULN-05	Have your systems had an external vulnerability assessment in the last year?		#REF!	#REF!
VULN-09	Will you allow the institution to perform its own security testing of your systems and/or application provided that testing is performed at a mutually agreed upon time and date?		#REF!	#REF!
HIPA-03	Has your organization designated HIPAA Privacy and Security officers as required by the Rules?		#REF!	#REF!
HIPA-04	Do you comply with the requirements of the Health Information Technology for Economic and Clinical Health Act (HITECH)?		#REF!	#REF!
HIPA-06	Do you have a plan to comply with the Breach Notification requirements if there is a breach of data?		#REF!	#REF!
HIPA-07	Have you conducted a risk analysis as required under the Security Rule?		#REF!	#REF!
HIPA-14	Are passwords visible in plain text, whether when stored or entered, including service level accounts (i.e. database accounts, etc.)?		#REF!	#REF!

PCID-03	Do you have a current, executed within the past year, Attestation of Compliance (AoC) or Report on Compliance (RoC)?		#REF!	#REF!
PCID-06	Are you classified as a merchant? If so, what level (1, 2, 3, 4)?		#REF!	#REF!
PCID-09	Can the application be installed in a PCI DSS compliant manner ?		#REF!	#REF!
COMP-04	Have you had a significant breach in the last 5 years?		#REF!	#REF!
COMP-05	Do you have a dedicated Information Security staff or office?		#REF!	#REF!
COMP-07	Use this area to share information about your environment that will assist those who are assessing your company data security program.		#REF!	#REF!
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EDUCAUSE

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Members that contributed to Phase IV (2019) of this effort are:
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Version	Date
v0.6	8/4/2016
v0.7	8/14/2016
v0.8	8/15/2016
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v0.91	8/24/2016
v0.92	8/25/2016
v0.93	8/26/2016
v0.94	8/26/2016
v0.95	9/21/2016
v0.96	9/23/2016
v0.97	9/26/2016
v0.98	10/6/2016
v1.00	10/17/2016
v1.01	11/16/2016
v1.02	11/21/2016
v1.03	11/23/2016
v1.04	4/22/2017
v1.05	4/28/2017
v1.06	10/24/2017
v2.00	10/13/2018
v2.01	11/1/2018
v2.02	1/25/2019
v2.03	3/19/2019

v2.04	4/29/2019
v2.10	10/4/2019
v2.11	11/21/2019

ion Community Vendor Assessment Toolkit - Change Log

sments Working Group

Description of Change
Merged initial comments and suggestions of sub-group members.
Completed base formulas for all Guidance fields. Changed Qualifier formatting to make questions readable (and optional).
Added SOC2T2 question to datacenter section.
Added Systems and Configuration Management section, added MDM, sep. management networks, system configuration images, Internal audit processes and procedures.
Added input from WG meeting on 8/22, removed RiskMgmt section, added question ID's, and removed dup network question.
Added Introduction, Sharing Read Me, and Acknowledgements tabs and content. Also updated report specifics in Documentation.
Integrated grammatical corrections set by Karl, fixed a minor formula error in a guidance cell.
Added Instructions tab, adjusted question ID background color, updated DRP/BCP copy error.
Changed document title to HECVAT. Integrated KDH input.
Added input from NL, 36 modifications across all sections.
Updated Sharing Read Me tab with final language and options table.
Sharing Confirmation section added, updated instructions, updated Sharing Read Me tab, fixed a ton of conditional formatting issues.
Finalized for distribution.
Corrections for grammar, conditional formatting, and question clarification.
Added tertiary services narrative question (DNS, ISP, etc.).
Grammar and spelling cleanup.
Minor layout change in preparation for HECVAT-Lite split
Changed University mentions to Institution; final version before SPC 2017
Added standards crosswalk and Cloud Broker Index (CBI) information
Major revision. Visit https://www.educause.edu/hecvat for details.
Minor calculation revision in Summary Report scoring.
Cleaned up old question references, added Excel backwards compatibility through named ranges, and fixed analyst report view.
Summary Report scoring issues fixed (calculation ranges in the Questions tab, synchronized calculation steps for reporting in both the Full and Lite versions of the HECVAT); Analyst and Summary Report question

Repaired versioning issues
Updated name, converted question text on Standards Crosswalk tab to vlookups, added Analyst Reference, fixed external links
Updated SSAE 16 to 18. Fixed reference to Standards crosswalk on Summary Report.

LIFEFITNESS
FAMILY OF BRANDS

CARDIOVASCULAR WARRANTIES

Treadmills

7-year limited warranty on Lifespring shock absorbers; 2-year limited warranty on all electrical components; 1-year limited warranty on mechanical components and labor. 7-year limited warranty on motor and frame (97Te, 97Ti, Elevation and Integrity models). 2-year limited warranty on motor (91Ti and 90T models). Optional Attachable TV: 2-year limited warranty / electrical and mechanical parts; 90 days / labor (97TEZ, 97Ti, Elevation, Integrity, 91Ti and 90T models).

Elliptical Cross-Trainers

2-year limited warranty on all mechanical and electrical components, 1-year limited warranty on labor. Optional Attachable TV: 2-year limited warranty / electrical and mechanical parts; 90 days / labor.

Recumbent and Upright Lifecycles

2-year limited warranty on all mechanical and electrical components, 1-year limited warranty on labor (Elevation models). Optional Attachable TV: 2-year limited warranty / electrical and mechanical parts; 90 days / labor.

PowerMill Climber / Stairclimbers

2-year limited warranty on all mechanical and electrical components, 1-year limited warranty on labor. Optional Attachable TV: 2-year limited warranty / electrical and mechanical parts; 90 days / labor.

Lifecycle GX

5-year limited warranty on the structural frame (coatings excluded); 3-year on the mechanical components (cranks, flywheel, handlebar, handlebar post, seat post, bearings, seat and handlebar adjustments mechanisms, drive mechanisms, resistance mechanism); 1-year on the saddle, pedals, console; 90-day pulleys, weight plates, and guide rods; 1-year on the saddle, pedals, and console; 90-day on the upholstery and pedal straps; 90 days / labor.

Arc Trainer

For full commercial Arc Trainer products (770AT, 770A, 625AT, 625A), standard warranty is as follows: 3-years Parts, 1-year Labor, and 10-years for Structural Frame (main supporting frame). Additional warranties apply: Touch Screen 3 - years and 1 year labor. E3 Monitor or Cybex Go. Touch Screen Monitor - 2 years parts and 1 year labor. Embedded Receiver - 3 years and 1 year labor. Power cords, Power Inlets, and Headphone Jack - 90 days.

LIFEFITNESS
FAMILY OF BRANDS

SPARC

For SPARC (501A) standard warranty is as follows: 3-years Parts, 1-year Labor, and 10-years for Structural Frame (main supporting frame).

Indoor Cycles Powered by ICG® IC7, IC6, IC5, IC4

For all Indoor Cycles Powered by ICG® products (IC7, IC6, IC5, IC4), standard warranty is as follows: 5-years for frame construction and welding; 3-years Powder coating, handlebar & seat post assembly (aluminum parts & PVC coating), belt drive system, bottom bracket, flywheel, hub, cranks, pedals, insert sleeves, bowden cables, brake system, gas spring, lever assembly, levelling feet, shroud & top covers; 1-year labor and saddle construction (stitching & saddle deck not included), electronics (console, cable harness, PCBs & sensors, generator), lithium polymer battery. Wear items excluded from warranty: pedal straps, pedal binding system, saddle surface.

Indoor Cycles Powered by ICG® 500IC, 600IC

For all Indoor Cycles Powered by ICG® products (IC7, IC6, IC5, IC4), standard warranty is as follows: 10-years for frame construction and welding; 3-years Handlebar and saddle assembly, brake system (excluding brake pad), lever handles and knobs, cranks, belt drive system, bottom bracket assembly, flywheel and hub assembly, powder coating of frame parts; 1-year labor and saddle construction. Wear items excluded from warranty: pedal straps, pedal binding system, brake pad and saddle surface.

LIFEFITNESS
FAMILY OF BRANDS

LIFE FITNESS STRENGTH WARRANTIES

Insignia Series Single Stations

10-year limited warranty on the structural frame (coatings excluded); 5-year on the pulleys, weight plates, and guide rods; 1-year on the bearings, cables and grips; and 90-day on the upholstery, springs and any items not specified.

Signature Series Plate-Loaded / Cable Motion / Benches and Racks

10-year limited warranty on the structural frame (coatings excluded); 5-year on the pulleys, weight plates, and guide rods; 1-year on the bearings, cables and grips; and 90-day on the upholstery, springs and any items not specified.

Optima Series

10-year limited warranty on the structural frame (coatings excluded); 1-year on guide rods, cables, pulleys and weight plates; 90-day on grips, upholstery and any items not specified.

Fit Series

10-year limited warranty on the structural frame (coatings excluded); 1-year on guide rods, cables, pulleys and weight plates; 90-day on grips, upholstery and any items not specified.

Circuit Series

7-year limited warranty on the structural frame (coatings excluded); 3-year on the bearings, guide rods, pulleys and belts; 1-year on cables, grips, push buttons and Lifebands; 90-day on the upholstery and any items not specified.

LIFE FITNESS
FAMILY OF BRANDS

LIFE FITNESS SMALL GROUP TRAINING WARRANTIES

SYNRGY360

10-year limited warranty on the structural frame (coatings excluded); 5-year on the pulleys, weight plates, and guide rods; 1-year on the bearings, cables and grips; and 90-day on the upholstery, hardware, springs and any items not specified.

LIFEFITNESS
FAMILY OF BRANDS

HAMMER STRENGTH WARRANTIES

Select

10-year limited warranty on the structural frame (coatings excluded); 5-year on the pillow blocks, pulleys, weight plates and guide rods; 1-year on the bearings, cables and grips; and 90-day on the upholstery, springs and any items not specified.

Plate-Loaded / Benches and Racks

10-year limited warranty on the structural frame (coatings excluded); 5-year on the pillow blocks; 1-year on hardware; and 90-day on the upholstery, springs, belts and any items not specified.

MTS

10-year limited warranty on the structural frame (coatings excluded); 5-year on the pillow blocks, pulleys, weight plates and guide rods; 1-year on belts and grips; and 90-day on the upholstery, springs, belts and any items not specified.

HD Elite

10-year limited warranty on the structural frame (coatings excluded); 5-year on the pillow blocks, pulleys, weight plates and guide rods; 1-year on the bearings, cables and grips; and 90-day on the upholstery and any items not specified. Platforms and inserts: 1-year warranty on structural foundation and frame (excluding surface finish) and 90-day on rubber mats, hardware and items not specified.

LIFEFITNESS
FAMILY OF BRANDS

CYBEX CARDIO WARRANTIES

Arc Trainer

For full commercial Arc Trainer products (770AT, 770A, 625AT, 625A), standard warranty is as follows: 3-years Parts, 1-year Labor, and 10-years for Structural Frame (main supporting frame). Additional warranties apply: Touch Screen 3 - years and 1 year labor. E3 Monitor or Cybex Go. Touch Screen Monitor - 2 years parts and 1 year labor. Embedded Receiver - 3 years and 1 year labor. Power cords, Power Inlets, and Headphone Jack - 90 days.

SPARC

For SPARC (501A) standard warranty is as follows: 3-years Parts, 1-year Labor, and 10-years for Structural Frame (main supporting frame).

LIFEFITNESS
FAMILY OF BRANDS

CYBEX STRENGTH WARRANTIES

Eagle NX SERIES

For Prestige Series standard warranty is as follows: 2-years Parts, 1-year Labor, and 10-years for Structural Frame (main supporting frame).

BRAVO SERIES

For Bravo Series standard warranty is as follows: 2-years Parts, 1-year Labor, and 10-years for Structural Frame (main supporting frame).

PRESTIGE SERIES

For Prestige Series standard warranty is as follows: 2-years Parts, 1-year Labor, and 10-years for Structural Frame (main supporting frame).

Benches and Racks

10-year limited warranty on the structural frame (coatings excluded); 5-year on the pillow blocks; 1-year on hardware; and 90-day on the upholstery, springs, belts and any items not specified.

LIFEFITNESS
FAMILY OF BRANDS

SCIFIT WARRANTIES

Pro and Pro Sport Series

3-year parts; 1-year labor. Exceptions: 1-year warranty on pedals and seats. Wear items (rubber hand grips and pedal straps) are excluded from the warranty.

Recumbent Stepper

3-year parts; 1-year labor; 10 years frame. Exceptions: 1-year warranty on footbeds and seats. Wear items (rubber hand grips) are excluded from the warranty.

Climber

3-year parts; 1-year labor. Exceptions: 1-year warranty on footbeds. Wear items (rubber hand grips) are excluded from warranty.

Securing Strength Product Acknowledgment

Pursuant to P.O./Quote _____, you have purchased certain pieces of our strength training equipment (the "Order").

Please respond to Sections 1 and 2 as appropriate.

1. We **recommend** that all strength training equipment be secured to the floor in order to prevent any tipping, rocking or displacement of the equipment which may occur during the use or misuse of the equipment.

   Does your order include strength training equipment in this category? *Please acknowledge below:*

   - ☐ Yes
   - ☐ No (*Continue to Section 2).*

   You acknowledge that we offer a secure-to-floor service for a minimal additional charge. *Please acknowledge below:*

   - ☐ You are **electing** the secure-to-floor add-on service. *(Continue to Section 2 and see conditions contained in Section 3).*
   - ☐ You are **declining** the secure to floor add-on service. *(Continue to Section 2).*

2. We **REQUIRE** that certain units of strength training equipment be secured to the floor (see Appendix 1 attached hereto) in accordance with Life Fitness's specifications.

   Does your order include strength training equipment in this category? *Please acknowledge below:*

   - ☐ Yes
   - ☐ No *(Continue to Section 3).*

   Delivery and installation options. *Please acknowledge below:*

   - ☐ **LIFE FITNESS** *(see conditions contained in Section 3).*
   - ☐ **WILL CALL** pick up (FOB origin), delivery and installation by your chosen freight team.

     - You agree that you will be entirely responsible for all of the actions or inactions of your freight and installation designate from the date and place of the Will Call pick up. You agree that you will indemnify, defend and hold Life Fitness entirely harmless from any and all injuries or losses arising from or due to (a) freight damage, (b) damage to property, (c) any personal injuries (up to and including death), and (d) any economic losses (including lost profits or other incidental damages) which may arise due to any transportation mishap, any faulty installation, any failure to secure the equipment to the floor, use of a bolt different from the one Life Fitness recommends or any other action of your freight and installation designate.

☐ **ALTERNATIVE INSTALLATION** designed by a licensed structural engineering firm *(specify below)* and installed by a licensed contractor, both selected by you.

_____ *(insert name of licensed structural engineering firm)*.

- You represent and warrant that all Life Fitness equipment will be installed in accordance with manufacturer's specifications and in accordance with approved drawings by a licensed engineer. You agree that you will be entirely responsible for all of the actions or inactions of your design and installation teams. You agree that you will indemnify, defend and hold Life Fitness entirely harmless from any and all injuries or losses arising from or due to (a) damage to property, (b) any personal injuries (up to and including death), and (c) any economic losses (including lost profits or other incidental damages) which may arise due to any faulty design, any faulty installation, or any failure to secure the equipment in accordance with Life Fitness specifications.

3. You understand that securing the equipment to the floor will result in holes in, and alterations to, the flooring and subflooring materials and:

   (a) You have determined the proper placement of the equipment to be secured;
   (b) You have informed us of the placement of utility and service lines in the floor;
   (c) You have informed us of the substance of the flooring;
   (d) You have confirmed that subflooring consists of no less than 4.75 inches of concrete;
   (e) You have obtained any and all necessary consents to the drilling of holes in the flooring and subflooring; and
   (f) Any failure of the foregoing, which prevents Life Fitness from installing the equipment in accordance with our installation requirements, will incur a restocking fee of twenty percent (20%) of the equipment's purchase price.

4. Please acknowledge acceptance of the terms set forth in this Acknowledgment by signing in the space below and returning it to us for our files. By signing below, you represent that you have all power and authority necessary to enter into this Acknowledgment on behalf of the named "BILL TO" and "SHIP TO" Customer.

ACKNOWLEDGED BY CUSTOMER:

_____ Date:_____
Signature

Printed Name:_____ Title:_____

Appendix 1

Required Bolt-to-Floor Strength Products:

Life Fitness strength products:

1. All Synrgy360 units.
    a. Exceptions:
        i. Synrgy360 XL.
        ii. Synrgy360 XM with at least 2 Cable Columns per unit.
        iii. Synrgy360 XS with 4 Cables Columns (FXTX-CCCC).
        iv. Synrgy360 T when connected to the Multi Jungle Core (MJ-CORE) with a Synrgy360T-Multi Jungle Storage Connector (FXTT-MJ) and at least 1 Multi-Jungle Station (MJ__ - STA) containing a weight stack.
        v. Any combination of 4 Synrgy90/Synrgy360/Multi-Jungle Core units connected with 4 Synrgy Cable Crossover Connectors (FXT-BM) in a square configuration.
2. All Synrgy90 units.
    a. Exceptions: (See line 1.a.v. listed above.)
3. All Multi-Jungle units with fewer than 3 stations containing a weight stack per Core (MJ-CORE).
    a. Exceptions: (See line 1.a.v. listed above.)
4. All Life Fitness S3 units (SYN-S3CORE, SYN-S3ADD).
5. All Synrgy180 & Synrgy180P units (S180-CORE, S180-ADD, S180P)
    a. Exceptions:
        i. Synrgy180 with the addition of the Synrgy180 Freestanding System (S180-AFSA, S180-AFSAQ, S180-AFSC, S180-AFSCQ)
        ii. Synrgy180P with the addition of the Synrgy180 Freestanding System (S180P-AFS).

Cybex strength products:

6. All PWR Play units that included the Boxing with Suspension Training Station (PP-BX).
7. All PWR Play units with fewer than 3 stations containing a weight stack per Core (PP-CORE).
    a. Exceptions:
        i. A PWR Play unit comprising of 2 PWR Play Cores connected with the Storage Connector (PP-SX) and having 1 PWR Play station (PP-___) containing a weight stack.
8. All Structure Racks with a WING attachment (ST-WING42, ST-WING72).
9. Structure Half Rack (ST-HR) for use with more than 315 pounds (140 kilograms) of training weight.

Hammer Strength products:

10. All HD Athletic Rig units.
11. All HD Athletic Perimeter units.
12. All HD Athletic Racks with a WING attachment (HDT-WING42, HDT-WING72).
13. HD Athletic Half Rack (HDT-HR) for use with more than 315 pounds (140 kilograms) of training weight.
14. All HD Athletic Single Bridge units (HDT-BR4).
15. All HD Elite Power Racks (HDLPR) with a WING attachment (HDLWING-PR).
16. All HD Elite Half Rack Short Base units (HLDHRS).
    a. Exceptions:
        i. HD Elite Half Rack Short Base Combo units with corresponding unit on the backside that contains a combined total weight stack of at least 600 pounds (300 kilograms).

General strength products:

17. All other strength products to be used for body weight suspension training (not listed above).
    (Note, these products have not been designed for use with Suspension Training Devices or any other devices not provided with the product, for pulling or pushing on the equipment. The use of those devices may compromise the stability of these units.)
    a. Exceptions:
        i. Hammer Strength HD Athletic Double Bridge units (HDT-BR14).
        ii. Hammer Strength HD Athletic Triple Bridge units (HDT-BR24).

The above "Exceptions" provide sufficient mass, footprint and/or stabilization to permit the full utilization (which may include body weight suspension training) without the requirement of being secured to the floor.

WARNING:

YOU UNDERSTAND THAT IF THESE UNITS ARE SEPARATED AND/OR RECONFIGURED, THEIR STABILITY WILL BE COMPROMISED AND THE SEPARATED UNITS WILL CREATE A SIGNIFICANT RISK OF SERIOUS INJURY UNLESS THE UNITS ARE SECURELY FASTENED TO THE FLOOR.

STAFF REPORT

Item D. 6.

DATE 09/24/2026

TO Honorable Mayor and City Council Members

FROM Michelle Griese, Lieutenant

SUBJECT Adopt a resolution approving and authorizing the acceptance of the 2026-2027 Selective Traffic Enforcement Program (STEP) federal grant through the State of California Office of Traffic Safety (OTS) and amending the 2026-2028 Biennial Budget

SUMMARY AND RECOMMENDATION

The City of Newark has a longstanding history of receiving annual Selective Traffic Enforcement Program (STEP) grants from the California Office of Traffic Safety (OTS), with prior grants awarded since at least 2018. The most recent grant, for the 2025-2026 cycle (Grant No. PT26056) in the amount of $85,000, was approved by the City Council on November 13, 2025. The City now seeks to accept the 2026-2027 STEP grant (Grant No. PT27107) in the amount of $74,000 in fully federally funded resources, requiring no City match, to support selective traffic enforcement operations aimed at improving roadway safety during the project period of October 1, 2026 through September 30, 2027. Acceptance of the grant also requires an amendment to the 2026-2028 Biennial Budget to appropriate the grant funds.

Staff recommends the City Council adopt a resolution approving and authorizing the acceptance of the 2026-2027 Selective Traffic Enforcement Program (STEP) federal grant through the State of California Office of Traffic Safety (OTS) in the amount of $74,000, authorizing the City Manager or designee to execute the OTS Grant Agreement (Grant No. PT27107), and approving a budget amendment to appropriate $74,000 in revenue and $74,000 in expenditures in the Police Department grant fund.

BACKGROUND

The State of California Office of Traffic Safety annually awards federal grant funding to local law enforcement agencies through the Selective Traffic Enforcement Program (STEP) to support traffic safety enforcement operations aimed at reducing traffic-related fatalities and injuries. The City of Newark has a longstanding history of successfully applying for and receiving STEP grant funding from OTS, with grant awards dating back to at least Fiscal Year 2018-2019.

On July 26, 2018, the City Council adopted Resolution No. 10830 approving and authorizing the acceptance of a STEP grant from OTS for Fiscal Year 2018-2019. Subsequently, the City Council has continued to accept annual STEP grant awards in successive years. On September 10, 2020, the City Council adopted Resolution No. 10983 accepting OTS STEP grant funding. On September 9, 2021, the City Council adopted Resolution No. 11118 accepting and appropriating OTS STEP grant funding. On September 28, 2023, the City Council adopted Resolution No. 11406 accepting OTS STEP grand funding. On November 14, 2024, the City Council adopted Resolution No. 11700 accepting the 2024-2025 STEP federal grant. Most recently, on November 13, 2025, the City Council adopted Resolution No. 11784 approving and authorizing the acceptance of the 2025-2026 STEP grant (Grant No. PT26056) in the amount of $85,000 and amending the Biennial Budget accordingly.

Each of these STEP grants has been fully funded through federal sources administered by OTS, requiring no local matching funds from the City. The grants have consistently supported overtime enforcement operations targeting driving under the influence (DUI), distracted driving, speed enforcement, pedestrian and bicycle safety, and related traffic safety activities. Grant funds have also been used to procure traffic safety equipment and to send officers to specialized training programs in support of traffic enforcement objectives.

The current 2025-2026 STEP grant (PT26056) remains active through September 30, 2026. As part of the annual grant cycle, OTS has now offered the City a new STEP grant award for the 2026-2027 program year under Grant Number PT27107, covering the project period of October 1, 2026, through September 30, 2027, in the amount of $74,000. The draft grant agreement identifies the Newark Police Department as the implementing agency and outlines the scope of enforcement activities, training requirements, reporting obligations, and budget allocations for the upcoming grant term.

The City's participation in the STEP program aligns with the City Council's strategic priority of fostering a safe and healthy community by directing resources toward reducing traffic collisions, injuries, and fatalities on city roadways.

The City covers approximately 14 square miles and has an estimated residential population of 49,000 residents, bordered by Interstate 880 to the east and State Route 84 to the north. In calendar year 2025 there was one fatal crash resulting in two fatalities and 129 injury crashes resulting in 156 injured parties within the City. Speed data collected at multiple locations indicate vehicles traveling an average of 11 percent above posted speed limits, with 44 percent of vehicles exceeding the posted limit on one major arterial. These conditions underscore the continued need for targeted traffic enforcement operations supported by STEP grant funding.

DISCUSSION/ANALYSIS

The City of Newark Police Department has been awarded the 2026-2027 Selective Traffic Enforcement Program (STEP) grant (PT27107) from the State of California Office of Traffic Safety (OTS) in the amount of $74,000. This grant provides federal funding to support targeted traffic enforcement activities over a twelve-month project period beginning October 1, 2026, and ending September 30, 2027. No City match is required.

The STEP grant funds a comprehensive program of selective traffic enforcement operations designed to reduce traffic-related fatalities, injuries, and collisions within the City. The grant agreement identifies specific enforcement and programmatic objectives the Newark Police Department must complete during the project period. These objectives include:

- Driving Under the Influence/Driver's License (DUI/DL) checkpoints
- DUI saturation patrol operations
- Warrant service operation targeting DUI offenders
- Traffic enforcement operations
- Distracted driving enforcement operations
- Pedestrian and/or bicycle enforcement operation
- Traffic safety educational presentations
- Collaborative DUI enforcement operation
- Collaborative traffic enforcement operation
- National traffic safety campaigns
- Sending personnel to Standardized Field Sobriety Testing (SFST) training, Advanced Roadside Impaired Driving Enforcement (ARIDE) training Drug Recognition Expert (DRE) training, SFST Instructor training, and DUI Checkpoint Planning and Management training

The total grant award of $74,000 is allocated across three federal funding sources as follows:

Fund Number		Federal Program (CFDA) Description	Amount
164ID-27	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$46,000
402PT-27	20.600	State and Community Highway Safety	$19,000
405e DDA-27	20.616	Distracted Driving Awareness	$9,000
Grant Total			$74,000

The grant budget is distributed across the following cost categories:

Budget Category	Amount
Patrol Overtime	$64,169
Training	$3,539
Supplies	$6,292
Grant Total	$74,000

The personnel costs category constitutes the largest portion of the budget at $64,169 and covers overtime for DUI/DL checkpoints, DUI saturation patrols, warrant service operations, collaborative DUI enforcement, traffic enforcement, pedestrian and bicycle enforcement, traffic safety educational presentations, collaborative traffic enforcement, and distracted driving enforcement. No straight-time personnel costs are included; all personnel funding is for overtime activities.

The other direct costs category includes DUI checkpoint supplies, one lidar device, and two Preliminary Alcohol Screening (PAS) device/calibration supply units.

The grant project period runs from October 1, 2026 through September 30, 2027. Quarterly Performance Reports (QPR) and grant claim invoices are due on January 30, April 30, July 30, and October 30. The grant agreement also establishes specific media coordination requirements, including a minimum seven-day advance approval period for media materials by the OTS Public Information Officer (PIO), at least 21 days advance notice for significant events, and submission of post-event highlights within seven days following an event.

The 2026-2027 STEP grant award of $74,000 represents a decrease of $11,000 from the 2025-2026 STEP grant (PT26056) of $85,000, which the City Council approved on November 13, 2025. Despite the reduced award amount, the scope of enforcement activities remains consistent with prior grant years, continuing the City's longstanding participation in the OTS STEP program.

FISCAL IMPACT

The City will receive $74,000 in one-time federal funding from the National Highway Traffic Safety Administration, administered through the California Office of Traffic Safety (OTS). No City match is required.

The grant operates on a reimbursement basis. The City will incur eligible costs and submit quarterly claims to OTS for approval and reimbursement.

Adoption of the resolution will accept STEP Grant No. PT27107 and amend the 2026–2028 Biennial Budget as follows:

Fund Number	Title	Amount
233.30.031.310.4793.OTS.STEP.PT27107	Federal Grant Revenue	$74,000
Grant Total		$74,000

The grant budget of $74,000 is allocated across the following expenditure categories:

Fund Number	Title	Amount
233.30.031.310.5140.OTS.STEP.PT27107	Patrol Overtime	$64,169
233.30.031.310.6120.OTS.STEP.PT27107	Supplies	$6,292
233.30.031.310.6450.0TS.STEP.PT27107	Training	$3,539
Grant Total		$74,000

These are one-time costs associated with the grant project period of October 1, 2026, through September 30, 2027. The City has no ongoing fiscal obligations beyond the grant period.

STRATEGIC PRIORITY AREA

Foster a Safe and Healthy Community

REVIEW AND APPROVAL

Prepared by - Michelle Griese, Police Lieutenant
Reviewed by - Jolie Macias, Police Captain
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Attachment 1: Resolution Accepting OTS STEP Grant

Attachment 2: OTS STEP Grant Agreement

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE ACCEPTANCE OF THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT THROUGH THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) AND AMENDING THE 2026-2028 BIENNIAL BUDGET

WHEREAS, the State of California Office of Traffic Safety (OTS) allocates funds to provide equipment and funding to staff for Driving Under the Influence (DUI) enforcement and awareness programs to reduce DUI-related collisions, thereby reducing injuries and fatalities to our citizens and improving public safety; and

WHEREAS, the State of California Office of Traffic Safety allocates funds to improve traffic enforcement-related records efficiency; and

WHEREAS, the goals of the Newark Police Department include reducing the number of persons killed and injured in traffic collisions involving alcohol and other primary collision factors, and increasing the efficiency within the traffic records division; and

WHEREAS, pedestrian and bicyclist safety as well as vehicle speeding and stop sign violations have been significant citizen concerns over the past several years; and

WHEREAS, program objectives include: 1) participation in national OTS campaigns such as Bicycle and Pedestrian Safety Month, Distracted Driving Awareness Month, and National Click It or Ticket Mobilizations; 2) maintaining a "HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders; 3) sending officers to Standardized Field Sobriety Testing (SFST) and Advanced Roadside Impaired Driving Enforcement (ARIDE) training; and 4) conducting highly publicized Distracted Driving, Click It or Ticket, DUI/Driver's License Checkpoints, DUI saturation, traffic enforcement, pedestrian/bicycle enforcement; and sideshow enforcement operations; and

WHEREAS, the Newark Police Department has been awarded funding in the amount of $74,000; and

WHEREAS, the funding will be utilized for overtime required to conduct operations/enforcement; purchase DUI checkpoint supplies; cover expenses and training which supports the grant goals and objectives and/or traffic safety; and

WHEREAS, the project period is October 1, 2026, through September 30, 2027.

NOW THEREFORE, BE IT RESOLVED that:

1) The City Council of the City of Newark authorizes the acceptance of the State of California Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant and authorizes the City Manager or designee to execute all agreements necessary

for acceptance of the OTS STEP Grant, in a form approved by the City Attorney, and take all actions necessary to effectuate the intent of this resolution.

2) The certain document entitled "2026-2028 Biennial Budget" is hereby amended as follows:

Fund Number	Description	Amount
FR: 233.30.031.310.4793.OTS.STEP.PT27107	Federal Grant Revenue	$74,000
TO: 233.30.031.310.5140.OTS.STEP.PT27107	Patrol Overtime	$64,169
TO: 233.30.031.310.6120.OTS.STEP.PT27107	Supplies	$6,292
TO: 233.30.031.310.6450.OTS.STEP.PT27107	Training	$3,539

1. GRANT TITLE
Selective Traffic Enforcement Program (STEP)

2. NAME OF AGENCY
Newark Police Department

3. Grant Period
From: 10/01/2026
To: 09/30/2027

4. AGENCY UNIT TO ADMINISTER GRANT
Newark Police Department

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $74,000.00
Allocation is contingent upon availability of federal funds.

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*The item shown with an asterisk (*), is hereby incorporated by reference and made a part of this agreement as if attached hereto. This document can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

Use of OTS Grant Agreement template in lieu of the California Model Agreement (CMA)
The California Office of Traffic Safety (OTS) utilizes its standardized OTS Grant Agreement template for awards. The format, structure, and uniformity of the OTS Grant Agreement template allows for processing through Grant Electronic Management System (GEMS). OTS's approach to using the OTS Grant Agreement template is consistent with the California Model Agreement (CMA) developed by University of California Office of the President (UCOP) and directed by the Department of General Service (DGS). For more information, please review the OTS Grant Program Manual.

Pre-Agreement Work
No work shall commence and no costs shall be incurred prior to the grant start date or the grant agreement being fully signed and executed. Any such costs are incurred at the grantee's own risk and may not be reimbursed.

8. Approval Signatures

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the grant terms and conditions described herein.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

A. Grant Director

Name: Karl Fredstrom
Title: Sergeant
Email: karl.fredstrom@newarkca.gov
Phone: (510) 578-4974
Address: 37077 Newark Blvd.
Newark, CA 94560

(Signature) *(Date)*

B. Authorizing Official

Name: Jonathan Arguello
Title: Chief of Police
Email: jonathan.arguello@newarkca.gov
Phone: (510) 578-4375
Address: 37077 Newark Blvd,
Newark, CA 94560

(Signature) *(Date)*

C. Fiscal Official

Name: Kamini Kumar
Title: Administrative Analyst
Email: kamini.kumar@newarkca.gov
Phone: (510) 578-4351
Address: 37077 Newark Blvd.
Newark, CA 94560

(Signature) *(Date)*

D. Authorizing Official of Office of Traffic Safety

Name: Stephanie Dougherty
Title: Director
Email: stephanie.dougherty@ots.ca.gov
Phone: (916) 509-3030
Address: 2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

(Signature) *(Date)*

E. Accounting Officer of Office of Traffic Safety

Name: Mary Khang
Address: 2208 Kausen Drive Suite 300
Sacramento, CA 95758

9. SAM Information

SAM #: J2JJNJAU6E26
Registered Address: 37101 Newark Boulevard
City: Newark
Zip+4: 94560-3727

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL		**$74,000.00**

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above, notwithstanding allocations contingent on availability of federal funds.

OTS ACCOUNTING OFFICER'S SIGNATURE	DATE SIGNED

AMOUNT ENCUMBERED BY THIS DOCUMENT
$74,000.00

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT
$ 0.00

TOTAL AMOUNT ENCUMBERED TO DATE
$74,000.00

1. PROBLEM STATEMENT

Describe the city, county, or jurisdiction this grant will impact.
The City of Newark is located in southern Alameda County within the San Francisco Bay Area. The city encompasses approximately 14 square miles and is home to an estimated 49,000 residents. Newark is primarily a suburban community with a balanced mix of residential neighborhoods, commercial and industrial areas, and retail development.

Newark is geographically positioned along two major transportation corridors, Interstate 880 on its eastern boundary and State Route 84 along its northern boundary. These routes serve as critical regional connectors for commuters traveling between the East Bay, South Bay, and Peninsula. As a result, Newark experiences significant daily commuter traffic, with volumes increasing substantially during peak travel hours. Navigation applications frequently direct regional traffic onto Newark's surface streets, increasing vehicle activity throughout the city.

The city is also served by regional rail transportation, including the Altamont Commuter Express (ACE) and Amtrak, further contributing to daily fluctuations in population and transportation demand. Due to these regional transportation connections and employment centers, Newark's daytime population routinely exceeds its residential population.

The City of Newark continues to experience steady residential and commercial growth, supported by its central Bay Area location and proximity to major employers and transportation infrastructure. The Office of Traffic Safety STEP Grant will impact the entire jurisdiction of the City of Newark, including its residents, commuters, visitors, businesses, and all roadway users traveling within city limits.

Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).
The City of Newark continues to experience a concerning number of traffic-related injury and fatal crashes impacting motorists, pedestrians, bicyclists, and the community at large. In calendar year 2025, the City of Newark recorded 1 fatal crash resulting in 2 fatalities, 129 injury crashes, and 156 injured parties. When compared to calendar year 2024, Newark experienced one additional injury crash (128 to 129), representing an approximate 1% increase, while the number of injured parties decreased by approximately 6% (166 to 156). Traffic fatalities remained unchanged year over year.

Although overall crash figures remained relatively consistent between 2024 and 2025, these numbers continue to reflect an unacceptable level of harm on Newark's roadways. Even a single injury crash is one too many, as the City of Newark remains committed to improving traffic safety and reducing preventable injuries and deaths for all roadway users.

Newark's traffic crash problem is exacerbated by increasing vehicle volumes and mixed roadway use. The city is bordered by Interstate 880 and State Route 84, both of which serve as major regional commuter corridors. During peak commute periods, traffic volumes increase substantially, and navigation applications frequently divert regional traffic onto Newark's surface streets. As a result, local roadways experience higher speeds, increased congestion, and increased exposure for pedestrians and bicyclists, particularly in residential and commercial areas.

Speeding, impaired driving, and violations affecting pedestrian and bicycle safety remain persistent contributing factors to traffic-related complaints and crashes within the city. Traffic-related concerns continue to be the most frequently reported complaints from Newark residents. Speed data collected from multiple locations throughout the city showed vehicles exceeding posted speed limits by an average of 11%, with one major arterial recording 44% of vehicles traveling above the posted speed limit. These conditions present an ongoing risk of serious injury or death, especially as Newark continues to experience population growth, increased commuter traffic, and expanding commercial activity.

Traffic-related injury and fatal crashes impact all roadway users and place a sustained burden on public safety resources and overall community well-being. Without focused and data-driven traffic safety interventions, injury crashes are expected to remain elevated as roadway demand and traffic volumes continue to increase.

Preliminary Alcohol Screening (PAS) Device Replacement

Problem Statement: Ongoing Impaired Driving Despite Sustained Enforcement Efforts
Impaired driving remains a persistent and serious threat to public safety in the City of Newark despite ongoing enforcement, education, and prevention efforts. The Newark Police Department actively participates in Office of Traffic Safety (OTS)–funded DUI enforcement activities, including DUI saturation patrols, DUI checkpoints, and impaired-driving enforcement by patrol officers during routine operations. While these efforts have resulted in numerous arrests and increased public awareness, alcohol-impaired driving continues to be a contributing factor in crashes and enforcement contacts.

Effective DUI enforcement requires accurate, reliable, and timely tools that allow officers to make informed decisions in the field. Preliminary Alcohol Screening (PAS) devices are a critical component of this process. The Newark Police Department currently utilizes five Dräger PAS devices that were purchased with grant funding in 2017. These devices are now approaching the end of their expected service life, increasing the risk of reliability issues, maintenance costs, and potential operational downtime. Without replacement, the department's ability to consistently and effectively detect alcohol impairment—or confirm the absence of alcohol impairment—may be diminished, impacting both enforcement outcomes and public confidence.

To maintain the integrity of its impaired-driving enforcement program and continue protecting roadway users, the Newark Police Department seeks grant funding to replace its aging PAS devices with five new Dräger PAS units.

Program Implementation: Continued Use Within an Established PAS Program
The Newark Police Department has maintained a well-documented and established PAS program that is fully integrated into its DUI enforcement operations. PAS devices are routinely deployed during DUI saturation patrols, DUI checkpoints, and on-view DUI investigations conducted by patrol officers. Officers are trained in the proper use, calibration, documentation, and legal considerations associated with PAS devices, ensuring consistent and defensible application in the field.

The requested PAS devices will directly replace existing units that are nearing the end of their useful life, allowing the department to maintain uninterrupted enforcement capabilities. The devices will be assigned and deployed department-wide, ensuring availability across shifts and during OTS-funded operations. Newark officers have used PAS devices thousands of times over the life of the current program, resulting in hundreds of DUI arrests and countless instances where officers were able to objectively determine the absence of alcohol impairment and release drivers without unnecessary detention.

This replacement strategy ensures continuity of an effective program rather than the creation of a new one, allowing Newark to immediately implement the equipment with no delay, additional infrastructure costs, or changes to existing procedures.

Effectiveness and Community Benefit: Objective, Measurable DUI Enforcement Outcomes
PAS devices provide an objective, scientifically supported method for detecting the presence or absence of alcohol in a driver's system, making them an essential tool for fair, effective, and lawful DUI enforcement. In addition to identifying impaired drivers, PAS devices are equally valuable in confirming when alcohol is not a contributing factor, allowing officers to rule out impairment and focus on other causes of observed driving behavior. This enhances officer efficiency, protects individual rights, and strengthens public trust.

The continued use of reliable PAS devices directly supports OTS goals by increasing the effectiveness of DUI enforcement, improving evidence quality, and enhancing officer decision-making in the field. Program effectiveness will be measured through quantifiable metrics such as the number of PAS uses, DUI arrests,

DUI checkpoint contacts, and impaired-driving enforcement actions conducted during OTS-funded operations. These metrics are already tracked as part of Newark's existing PAS and DUI enforcement documentation practices.

By replacing aging equipment with new PAS devices, the Newark Police Department will ensure sustained enforcement capability, improved reliability, and continued deterrence of impaired driving. This investment will help reduce alcohol-involved crashes, prevent injuries and fatalities, and enhance roadway safety for all residents and visitors traveling within the City of Newark.

Define the target population the grant intends to serve and how they are affected by the problem(s).
The target population for this grant includes all roadway users within the City of Newark, including residents, commuters, visitors, and employees who travel through or within city limits. This population is directly affected by the ongoing occurrence of traffic-related injury and fatal crashes on Newark's roadways.

Due to Newark's location adjacent to Interstate 880 and State Route 84, a significant portion of the target population consists of commuters and through-traffic who use Newark's surface streets during peak travel hours. These increased traffic volumes elevate crash risk for local residents who rely on the same roadways for daily travel, school access, and commercial activity. The combination of commuter traffic and local travel increases exposure to speeding, impaired driving, and other unsafe driving behaviors.

At-risk populations within Newark include pedestrians, bicyclists, school-aged children, older adults, and individuals with limited mobility, all of whom are more vulnerable to serious injury or death when involved in traffic crashes. Newark is home to multiple elementary schools, a middle school, a high school, a continuation school, and a community college campus, resulting in frequent pedestrian and bicycle activity during school commute hours. In addition, large community events and commercial activity draw substantial numbers of pedestrians into roadway environments, increasing exposure to traffic hazards.

Residents living along major arterial roadways and within residential neighborhoods impacted by cut-through traffic are also part of the target population, as they are disproportionately affected by speeding vehicles and traffic violations. As crash data shows continued injury crashes and fatalities, these populations face an elevated and ongoing risk to personal safety.

The traffic safety problems identified affect the entire Newark community; however, vulnerable roadway users experience the most severe consequences. This grant is intended to serve those populations by addressing the traffic safety conditions that place them at heightened risk.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.

17. Reduce nighttime (2100 - 0259 hours) fatal crashes. 18. Reduce nighttime (2100 - 0259 hours) injury crashes.	
B. Objectives:	**Target Number**
1. Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	12
3. Develop (by December 31) and/or maintain a “DUI BOLO” program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly. Report on the outcomes of the “DUI BOLO” program.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	4
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	4
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training (classroom and field training must be completed).	1
7. Send law enforcement personnel to SFST Instructor training.	1
8. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	2
9. Conduct DUI Saturation Patrol operation(s).	8
10. Conduct Warrant Service operation(s) targeting multiple DUI offenders who fail to appear in court.	1
11. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	6
12. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	8
13. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	1
14. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
15. Participate in highly visible collaborative DUI Enforcement operations.	1
16. Participate in highly visible collaborative Traffic Enforcement operations.	1
17. Send law enforcement personnel to DUI Checkpoint Planning and Management training.	1
3. METHOD OF PROCEDURE	

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- Conduct all training needed to implement the program, in the first quarter.
- Purchase all grant related supplies and materials to implement the program, in the first quarter.
- Items with a unit cost of $5,000 more (including tax and shipping) must comply with the Buy America Act.
- In order to develop/maintain the "DUI BOLOs," research will be conducted to identify repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements

Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate the reasons to your OTS grant coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator.
- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.

- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so the OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of the event within 7 days following significant grant-related event or program. The OTS PIO and your OTS grant coordinator should still be notified in advance when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year must be resubmitted for approval in the current grant year.
- For additional guidance, refer to the OTS Grants Materials Approval Process Guidelines and FAQs .
- Email the OTS PIO at pio@ots.ca.gov or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164ID-27	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$46,000.00
402PT-27	20.600	State and Community Highway Safety	$19,000.00
405e DDA-27	20.616	Distracted Driving Awareness	$9,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				
DUI/DL Checkpoints	164ID-27	$10,500.00	2	$21,000.00
DUI Saturation Patrols	164ID-27	$2,000.00	8	$16,000.00
Warrant Service Operations	164ID-27	$2,400.00	1	$2,400.00
Collaborative DUI Enforcement	164ID-27	$2,500.00	1	$2,500.00
Benefits-164OT @ 1.45%	164ID-27	$41,900.00	1	$608.00
Traffic Enforcement	402PT-27	$1,155.00	6	$6,930.00
Pedestrian and Bicycle Enforcement	402PT-27	$2,500.00	1	$2,500.00
Traffic Safety Educational Presentations	402PT-27	$525.00	2	$1,050.00
Collaborative Traffic Enforcement	402PT-27	$2,000.00	1	$2,000.00
Benefits-402OT @ 1.45%	402PT-27	$12,480.00	1	$181.00
Distracted Driving Enforcement	405e DDA-27	$1,108.85	8	$8,871.00
Benefits-405eOT @ 1.45%	405e DDA-27	$8,895.00	1	$129.00
Category Sub-Total				$64,169.00
B. TRAVEL EXPENSES				
In State Travel	402PT-27	$3,539.00	1	$3,539.00
				$0.00
Category Sub-Total				$3,539.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164ID-27	$1,692.00	1	$1,692.00
Lidar Device	402PT-27	$2,800.00	1	$2,800.00
PAS Device/Calibration Supplies	164ID-27	$900.00	2	$1,800.00
Category Sub-Total				$6,292.00
F. INDIRECT COSTS				
				$0.00

Category Sub-Total				$0.00
GRANT TOTAL				**$74,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Warrant Service Operations - Overtime for grant funded Warrant Service Operations conducted by appropriate department personnel.
Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel
Benefits-164OT @ 1.45% - Benefits-164OT @ 1.45% Claimed amounts must reflect actual benefit costs for straight time hours charged to the grant.
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Traffic Safety Educational Presentations - Overtime for grant funded traffic safety educational presentations conducted by appropriate department personnel.
Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel
Benefits-402OT @ 1.45% - Benefits-402OT @ 1.45% Claimed amounts must reflect actual benefit costs for straight time hours charged to the grant.
Distracted Driving Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Benefits-405eOT @ 1.45% - Benefits-405eOT @ 1.45% Claimed amounts must reflect actual benefit costs for straight time hours charged to the grant.
TRAVEL EXPENSES In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Traffic Safety Summit – November 2026 – San Diego, CA, OTS Traffic Safety Law Enforcement Forum, and GHSA Annual Meeting – August 2027 – Anaheim, CA. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
CONTRACTUAL SERVICES -
EQUIPMENT -
OTHER DIRECT COSTS DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device Supplies, PAS Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.
Lidar Device - Light detection and ranging device used to measure the speed of motor vehicles. This device will be used for speed enforcement. Costs may include lidar devices, batteries, tax, and shipping.

PAS Device/Calibration Supplies - Preliminary alcohol screening device to detect the presence of alcohol in a person's breath and calibration supplies to ensure accuracy. Costs may include mouth pieces, gas and accessories.

INDIRECT COSTS

-

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Salaries may include wages, salaries, special compensations, or authorized absences such as annual leave and sick leave provided the cost for the individual employee is (a) reasonable for the services rendered, and (b) follows an appointment made in accordance with state or local laws and rules and meets federal requirements.

Any non-grant funded vacancies created by reassignment to a grant-funded position must be filled at the expense of the grantee agency.

Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

The OTS grant funded activities must be separate from other grant funded program activities and maintained under separate accounting tracking codes (example: the same DUI checkpoint may not be funded by both the CHP Cannabis Tax Fund and the OTS).

Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION
(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the
Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
   “The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT order 1050.2A) [1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the

form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or

rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of 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 sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, 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.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.,* “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website
(*https://www.sam.gov/*).
9. 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.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and

its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
b. Have not within a three-year period preceding this proposal 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 (1)(b) of this certification; and
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
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 lower tier participant 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 or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant 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 proposed for debarment under 48 CFR part 9, subpart 9.4, 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 lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website
(*https://www.sam.gov/*).
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 proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily 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 or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest 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 the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in
organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at *www.trafficsafety.org*. The NHTSA website (*www.nhtsa.gov*) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

STAFF REPORT

Item D. 7.

DATE	09/24/2026
TO	Honorable Mayor and City Council Members
FROM	Ed Miranda, Information Technology Director/CIO
SUBJECT	Adopt a resolution authorizing the City Manager to execute the Fourth Amendment to the Contractual Services Agreement with Granicus LLC in an additional amount of $13,031.92 for website maintenance, hosting, and licensing services

SUMMARY AND RECOMMENDATION

The City's public website and an independent subsite rely on Granicus govAccess for hosting, licensing, software maintenance, technical support, security protections, and disaster recovery. The current agreement expires September 30, 2026.

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a Fourth Amendment to the Contractual Services Agreement with Granicus LLC to: (1) continue govAccess website maintenance, hosting, and licensing services for one year, from October 1, 2026 through September 30, 2027; and (2) increase the Agreement's not-to-exceed amount (NTE) by $13,031.92, from $66,145.98 to $79,177.90.

BACKGROUND

The City entered into Contract No. C20070 with Granicus effective October 1, 2020 for govAccess website maintenance, hosting, and licensing. The agreement has been amended three times as shown in Table 1 below.

Table 1: Granicus Agreements and Amendments Summary

Agreement action	Purpose	Cost	Cumulative NTE	Term end
Original October 1, 2020	Core govAccess maintenance, hosting, and licensing	$21,722.00	$21,722.00	September 30, 2023
Amendment One April 1, 2021	Homepage slideshow enhancement	$1,600.00	$23,322.00	No change
Amendment Two August 28, 2023	Independent subsite design and subscription	$14,286.79	$37,608.79	No change
Amendment Three November 13, 2023	Three-year renewal of core and subsite services	$28,537.19	$66,145.98	September 30, 2026

DISCUSSION/ANALYSIS

Granicus Quote Q-549324 offers the next annual service period, October 1, 2026 through September 30, 2027, for $13,031.92, a 10 percent increase over the current year. Approval of this one-year extension avoids an interruption in public-facing website services.

The amendment would raise cumulative compensation from $66,145.98 to $79,177.90, exceeding the City Manager's $75,000 purchasing-guideline threshold and therefore requiring City Council approval. Though the quote offers pricing through 2029, staff recommends a one-year extension only while the City conducts a competitive request for proposals for a replacement website and related services during calendar year 2027.

FISCAL IMPACT

The proposed Fourth Amendment costs $13,031.92 and increases the Agreement's cumulative not-to-exceed amount to $79,177.90. Sufficient funding is available in the Fiscal Year 2026-27 Information Technology operating budget and no budget amendment is required.

STRATEGIC PRIORITY AREA

The recommended action aligns with the City Council's Strategic Priority Area of Boost Financial Resilience and Excellence in Service Delivery.

REVIEW AND APPROVAL

Prepared by - Edwin J. Miranda, Information Technology Director
Reviewed by - Lenka Hovorka, Assistant City Manager
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Attachment 1: Resolution Granicus Agreement Fourth Amendment
Attachment 2: Proposed Granicus Fourth Amendment
Attachment 3: Fourth Amendment Exhibit 1 Granicus Quote Q-549324
Attachment 4: Granicus Agreement and Amendments One through Three

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO EXECUTE A FOURTH AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT WITH GRANICUS LLC FOR WEBSITE MAINTENANCE, HOSTING, AND LICENSING SERVICES

WHEREAS, the City of Newark ("City") and Granicus LLC ("Granicus") entered into a Contractual Services Agreement effective October 1, 2020 (Contract No. C20070) for govAccess website maintenance, hosting, and licensing services ("Agreement"); and

WHEREAS, the Parties subsequently executed three amendments to the Agreement that added website functionality and an independent subsite, extended the Agreement through September 30, 2026, and increased the total not-to-exceed compensation to $66,145.98; and

WHEREAS, the City's public website and independent subsite rely on the Granicus services for ongoing hosting, licensing, maintenance, technical support, security protections, and disaster recovery; and

WHEREAS, Granicus Quote Q-549324, dated June 12, 2026, provides for continued services from October 1, 2026 through September 30, 2027 for $13,031.92; and

WHEREAS, the proposed fourth amendment would extend the Agreement through September 30, 2027 and increase the total not-to-exceed compensation by $13,031.92, from $66,145.98 to $79,177.90; and

WHEREAS, because the cumulative not-to-exceed amount will exceed the City's $75,000 purchasing-guideline threshold, City Council approval is required; and

WHEREAS, the one-year extension will maintain service continuity while City staff conducts a competitive request for proposals for a replacement website platform and related services; and

WHEREAS, although Quote Q-549324 includes an Initial Order Term End Date of September 30, 2029 and future-year pricing, the City Council intends to approve only the one-year service period ending September 30, 2027 and does not approve or authorize any later term or price.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby approves the Fourth Amendment to the Contractual Services Agreement between the City and Granicus LLC in substantially the form presented with this Resolution and authorizes the City Manager to execute the Fourth Amendment, in a form approved by the City Attorney.

BE IT FURTHER RESOLVED that the City Manager, or designee, is authorized to

make non-substantive modifications to the Fourth Amendment that are consistent with this Resolution and approved as to form by the City Attorney, and to take all actions necessary to implement the intent of this Resolution.

FOURTH AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND GRANICUS LLC

This Fourth Amendment to Contractual Services Agreement between the City of Newark, a municipal corporation ("City"), and Granicus LLC, a Minnesota limited liability company ("Contractor") (collectively, the "Parties"), amends the Contractual Services Agreement entered into by the Parties effective October 1, 2020 and is entered into as of the date last executed below.

RECITALS

WHEREAS, the Parties executed the Contractual Services Agreement (the "Agreement") for govAccess website maintenance, hosting, and licensing services; and

WHEREAS, Section 26 of the Agreement permits the Parties to amend the Agreement by a writing signed by both Parties; and

WHEREAS, the Parties previously executed a First Amendment effective April 1, 2021, a Second Amendment effective August 28, 2023, and a Third Amendment executed November 13, 2023; and

WHEREAS, the Third Amendment extended the Agreement through September 30, 2026 and increased the total not-to-exceed compensation to Sixty-Six Thousand One Hundred Forty-Five Dollars and Ninety-Eight Cents ($66,145.98); and

WHEREAS, the Parties desire to extend the Agreement for one additional year, from October 1, 2026 through September 30, 2027, for continued govAccess website maintenance, hosting, and licensing services described in Granicus Quote Q-549324, dated June 12, 2026; and

WHEREAS, the cost of the additional services for that one-year period is Thirteen Thousand Thirty-One Dollars and Ninety-Two Cents ($13,031.92); and

WHEREAS, although Quote Q-549324 includes an Initial Order Term End Date of September 30, 2029 and future-year pricing, the City is authorizing only the one-year period ending September 30, 2027 and is not approving or committing to any later renewal period or future-year pricing.

NOW, THEREFORE, the Parties agree as follows:

1. Section 3.A., "Not to Exceed" Compensation, of the Agreement is amended to increase the not-to-exceed compensation by Thirteen Thousand Thirty-One Dollars and Ninety-Two Cents ($13,031.92), from $66,145.98 to a total not-to-exceed amount of Seventy-Nine Thousand One Hundred Seventy-Seven Dollars and Ninety Cents ($79,177.90).

2. Section 17.A., Term/Termination, of the Agreement is amended to provide that the Agreement shall expire on September 30, 2027.

3. Exhibit A, Scope of Services and Payment, of the Agreement is amended to include the additional services and fees identified in Exhibit 1, attached hereto and incorporated herein by reference.

4. Notwithstanding anything to the contrary in Exhibit 1, including the Initial Order Term End Date of September 30, 2029 and the Future Year Pricing, this Fourth Amendment authorizes only the services and fees for October 1, 2026 through September 30, 2027, in the amount of $13,031.92. The future-year prices are informational only and do not create an option, renewal, extension, commitment, or payment obligation of the City. Services after September 30, 2027 require a further written agreement or amendment executed by both Parties and approved in accordance with applicable City laws and policies.

5. If there is any conflict between Exhibit 1 and the Agreement as amended, the Agreement as amended, including this Fourth Amendment, controls.

6. Except as expressly modified by this Fourth Amendment, all other terms and conditions of the Agreement, as amended by the First, Second, and Third Amendments, remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment as of the dates set forth below.

CITY OF NEWARK

_____
David J. Benoun
City Manager

GRANICUS, LLC

_____
Name
Title

ATTEST:

_____
Neetu Salwan
City Clerk

APPROVED AS TO FORM:

_____
Kristopher J. Kokotaylo
City Attorney

EXHIBIT 1

GRANICUS

THIS IS NOT AN INVOICE

Order Form
Prepared for
Newark, CA

Granicus Proposal for Newark, CA

ORDER DETAILS

Prepared By:	Maria Murillo
Phone:	
Email:	maria.murillo@granicus.com
Order #:	Q-549324
Prepared On:	12 Jun 2026
Expires On:	30 Sep 2026

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date:	30 Sep 2026
Initial Order Term End Date:	30 Sep 2029
Period of Performance:	01 Oct 2026 - 30 Sep 2027

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
govAccess - Maintenance, Hosting, & Licensing Fee - Core	Annual	1 Each	$10,765.03
govAccess - Maint/Hosting/License Fee - Independent Sub	Annual	1 Each	$2,266.89
		SUBTOTAL:	**$13,031.92**

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	01 Oct 2027 - 30 Sep 2028	01 Oct 2028 - 30 Sep 2029
govAccess - Maintenance, Hosting, & Licensing Fee - Core	$11,841.53	$13,025.69
govAccess - Maint/Hosting/License Fee - Independent Sub	$2,493.58	$2,742.94
SUBTOTAL:	**$14,335.11**	**$15,768.63**

PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:
: HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/

PRODUCT DESCRIPTIONS

Solution	Description
govAccess - Maintenance, Hosting, & Licensing Fee - Core	The govAccess Maintenance, Hosting, and Licensing plan is designed to equip the client with the technology, expertise and training to keep the client's website relevant and effective over time. Services include the following: • Ongoing software updates • Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday) • Access to training webinars and on-demand video library • Access to best practice webinars and resources • Annual health check with research-based recommendations for website optimization • DDoS mitigation • Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)
govAccess - Maint/Hosting/License Fee - Independent Sub	Maintenance, Hosting and Licensing includes the following for the client's Independent Subsite: • Monthly software updates • Unlimited technical support (6:00 AM – 6:00 PM PT, Monday – Friday) • Access to training webinars and on-demand video library • Access to best practice webinars and resources • Annual health check with research-based recommendations for website optimization • DDoS mitigation • Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-549324 dated 12 Jun 2026 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Newark, CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

BILLING INFORMATION

Billing Contact:		**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:		**PO Number:** *If PO required*	
Billing Email:		**Billing Phone:**	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-549324 dated 12 Jun 2026 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Newark, CA	
Signature:	
Name:	
Title:	
Date:	

C 20070

CONTRACTUAL SERVICES AGREEMENT
CONSULTANTS

This Service Agreement (hereinafter "Agreement") is made and entered into this 1st day of October, 2020 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and Granicus LLC, a Minnesota Limited Liability Company ("Consultant"), collectively the "Parties".

W I T N E S S E T H:

WHEREAS, City requested proposals to perform the services generally including: govAccess website maintenance, hosting, and licensing.

WHEREAS, in response to City's request, Consultant submitted a proposal and, after negotiations, Consultant agreed to perform the Services more particularly described in Exhibit "A" ("Services"), in return for the compensation described in this Agreement and Exhibit "A".

WHEREAS, in reliance upon Consultant's documentation of its qualifications, City finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested Services.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **CONSULTANT'S SERVICES.** Consultant shall perform Services described, and in the time, place, and manner specified in Exhibit "A" in accordance with the terms and conditions of this Agreement. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit "A", the Agreement shall control.

2. **TIME FOR PERFORMANCE.** Time is of the essence in the performance of Services under this Agreement and Consultant shall generally adhere to the schedule set forth in Exhibit "A"; provided, that City shall grant reasonable extensions of time for the performance of such Services occasioned by governmental reviews of Consultant's work product or other unavoidable delays occasioned by circumstances, provided, further, that such unavoidable delays shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Consultant.

Consultant acknowledges the importance to City of City's performance schedule and agrees to put forth its best professional efforts to perform its Services under this Agreement in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound professional practices.

3. COMPENSATION.

A. "Not to Exceed" Compensation. City shall compensate Consultant for all Services performed by Consultant hereunder in an amount based upon Consultant's hourly or other rates set forth in Exhibit "A". The payments specified in Exhibit "A" shall be the only payments to be made to Consultant for Services rendered pursuant to this Agreement.

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of Twenty One Thousand Seven Hundred Twenty Two and No/100 Dollars ($21,722.00) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by City, evidenced in writing authorizing such additional amount. Such compensation includes a Two Thousand and No/100 Dollars ($2,000.00) One-Time Credit to be applied to the Annual Fees for Renewing Subscriptions as specified in Exhibit "A".

B. Method of Billing. To request payment, Consultant shall submit annual invoices to City in advance based upon Consultant's billing rates (set forth on Exhibit "A" hereto).

Consultant shall submit all billings for said Services to City in the manner specified in Exhibit "A"; or, if no manner is specified in Exhibit "A", then according to the usual and customary procedures and practices which Consultant uses for billing clients similar to City.

Invoices shall be sent to:

City of Newark
Attn: Finance Department
37101 Newark Blvd.
Newark, CA 94560

Upon completion of Services, City shall sign off and acknowledge that all terms and conditions have been satisfactorily met; upon which, unless waived by City in writing, Consultant shall prepare an itemized statement, briefly describing by task and/or labor category the items billed.

C. Payment. Upon receipt of an invoice, City shall make payments to Consultant on an annual basis, or at such other times as may be specified in Exhibit "A", for Services, which are performed in accordance with this Agreement to the satisfaction of City.

D. Failure to Perform. The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest.

4. **ADDITIONAL SERVICES.** In the event City desires the performance of additional services not otherwise included within Services, such services shall be authorized by written amendment approved in advance of the performance thereof. Such amendment shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and such other matters as the Parties deem appropriate for the accomplishment of such services. Except to the extent modified by an amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.

5. **INDEPENDENT CONSULTANT.** At all times during the term of this Agreement, Consultant shall be, and is an independent consultant and shall not be an employee or agent of City. Consultant shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's Services; however, City shall not have the right to control the means by which Consultant accomplishes Services rendered pursuant to this Agreement.

Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

6. **PERSONNEL.** Consultant understands that, in entering into this Agreement, City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of Consultant, including the qualifications of its Authorized Representative, its designated personnel, and its Subconsultants, if any. Therefore, Consultant shall not replace its Authorized Representative, or any of the designated personnel or Subconsultants, without prior written notification to City. All Services shall be performed by, or under, the direct supervision of Consultant's Authorized Representative.

Consultant agrees to include with all Subconsultants in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subconsultant's work. Subconsultants hired by Consultant agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Subconsultant further agrees to include these same provisions with any Sub-subconsultant. A copy of this Agreement's Indemnity and Insurance provisions will be furnished to the Subconsultant upon request. The Consultant shall require all Sub-subconsultants to provide a valid certificate of insurance and the required endorsements included in this Agreement prior to commencement of any Services and will provide proof of compliance to the City.

In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any of Consultant's designated personnel or Subconsultants, City shall notify Contractor of such desire. City and Contractor will mutually agree to any change of designated personnel.

7. **FACILITIES AND EQUIPMENT.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing Services.

8. **INFORMATION AND DOCUMENTATION.**

A. **Information from City.** City has made an effort to provide Consultant with all information necessary for Consultant's performance of Services. If Consultant believes additional information is required, Consultant shall promptly notify City and City will provide to Consultant all relevant non-privileged information in City's possession.

B. **Consultant's Accounting Records.** Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four (4) years. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

C. **Ownership of Work Product.** All original documents prepared by Consultant (including its employees and subconsultants) for this Agreement ("Work Product"), whether complete or in progress, are the property of City and shall be given to City at the completion of Consultant's Services, or upon demand of City. Consultant shall have a right to make and keep copies of the Work Product except for any confidential information. Consultant shall not reveal the Work Product or the confidential information contained in the Work Product, or make it available, to any third party without the prior written consent of City. Consultant reserves all right, title and interest in its products and services, the documentation, and resulting product including all related intellectual property rights. Further, no implied licenses are granted to City. The Consultant name, logo, and product names associated with the services are trademarks of Consultant or its suppliers, and no right or license is granted to use them.

9. **CONFLICTS OF INTEREST PROHIBITED.** Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Consultant shall comply with all requirements of the Political Reform Act (California Government Code Section 81000, *et seq.*) and other laws relating to conflicts of interest, including: (a) Consultant shall not make or participate in a decision made by City if it is reasonably foreseeable that the decision may have a material effect on Consultant's economic interest, and (b) if required by law, Consultant shall file financial disclosure forms with the City Clerk. If Consultant maintains or acquires a conflicting interest, any contract with City (including this Agreement) involving Consultant's conflicting interest may be terminated by City.

10. **NONDISCRIMINATION.** Consultant shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Consultant shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, sex, age, or any other basis, as defined in California Civil Code Section 51.

11. **COMPLIANCE WITH LAW AND STANDARD OF CARE.** Consultant shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement. Consultant shall perform Services using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and

training similar to Consultant, performing under circumstances similar to those required by this Agreement.

12. INSURANCE. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, subconsultants, or employees.

A. Verification of Coverage.

Consultant shall furnish City with original certificates of insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City before work commences.

Proof of Insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the City Risk Manager:

CITY OF NEWARK
Attn: Risk Manager
37101 Newark Boulevard
Newark, CA 94560

City reserves the right to require and obtain complete, certified copies of all required insurance policies and endorsements in the event a claim is made. Failure to exercise this right at any time shall not constitute a waiver of right to exercise later. Consultant shall immediately furnish City with an updated certificate for each policy that is renewed during the term of this Agreement.

B. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. Insurance Services Office Form Number CG 00 01 covering Commercial General Liability on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury; and

2. Insurance Services Office Form Number CA 00 01 covering Code 1, (any auto), or Code 8 (hired) and Code 9 (non-owned) if consultant has no owned autos; and

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance; and

4. Errors and Omissions Liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

C. **Minimum Limits of Insurance.**

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of and Insurance policy or proceeds available to the named Insured; whichever is greater.

Consultant shall maintain limits no less than:

1. General Liability: (including products and completed operations, property damage, bodily injury, and personal and advertising injury)	**$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:	**$1,000,000** per accident for bodily injury and property damage.
3. Employer's Liability:	**$1,000,000** per accident for bodily injury or disease.
4. Errors and Omissions Liability:	**$1,000,000** per occurrence or claim; $2,000,000 aggregate.

D. **Deductibles and Self-Insured Retentions.**

Any deductibles or self-insured retentions must be declared to and approved by the City Risk Manager.

E. **Claims Made Policies.**

For all "claims made" coverage, in the event that Consultant changes insurance carriers Consultant shall purchase "tail" coverage or otherwise provide for continuous coverage covering the Term of this Agreement and not less than one (1) year thereafter. Proof of such "tail" or other continuous coverage shall be required at any time that the Consultant changes to a new carrier.

F. Wasting Policies.

No policy required by this paragraph 12 shall include a "wasting" policy limit (ie. limit that is eroded by the cost of defense).

G. Remedies.

In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

1. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

2. Terminate this Agreement.

H. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City Risk Manager. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

I. Other Insurance Provisions.

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insureds. City, its officers, officials, directors, employees and volunteers ("Additional Insureds") are to be included as insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant; including materials, parts or equipment furnished in connection with such work or operations.

2. Primary Coverage. For any claims related to Services, Consultant's insurance coverage shall be primary insurance as respects City, its officers, officials, directors, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, directors, employees, or volunteers shall be excess of Consultant's insurance and shall not be contribute with it. Consultant's policy will not seek contribution from the City's insurance or self insurance.

3. Notice of Cancellation. Consultant agrees to provide notice to City if coverage is to be cancelled during the term of this Agreement.

4. Civil Code § 2782. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to

indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

5. Deductibles and Self-Insured Retentions (SIR). All deductibles and self-insured retentions must be disclosed to the City Risk Manager for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.

6. Subconsultants. Consultant shall include all subconsultants as insureds under its policies or shall require and verify separate certificates and endorsements have been obtained for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

7. Waiver of Subrogation. With respect to Workers' Compensation and Employer's Liability Coverage, the insurer shall agree to waive all rights of subrogation against City, its officers, officials, directors, employees, and volunteers for losses arising from work performed by Consultant for City.

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 12 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

9. Variation. The City Risk Manager may approve a variation in these insurance requirements upon a determination that the coverage, scope, limits, and form of such insurance are either not commercially available or that City's interests are otherwise fully protected. Any variation granted shall be done in writing and shall be made a part of this Agreement as Appendix "A".

13. REPORTING DAMAGES. If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall promptly notify the City Risk Manager's office by telephone at 510-578-4428, and Consultant shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 18, hereinbelow) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

14. INDEMNIFICATION/SAVE HARMLESS. Consultant will defend City and its officers, officials, employees, agents and volunteers from and against all losses, liabilities, damages, expenses, and costs of every nature arising directly out of Consultant's performance of the services under this Agreement or failure to comply with any of its obligations contained in this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs) arising out of any Claims. To the extent Losses arise out of any Claims by any third party that Consultant products and services infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW. In the event of such a Claim, if Consultant determines that an affected Order or SOW is likely, or if the solution is

determined in a final, nonappealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW, Consultant will, in its discretion: (a) replace the affected Consultant Products and Services; (b) modify the affected Consultant products and services to render it non-infringing; or (c) terminate this Agreement or the applicable Order or SOW with respect to the affected solution and refund to City any prepaid fees for the then-remaining or unexpired portion of the Order or SOW term. Notwithstanding the foregoing, Consultant shall have no obligation to indemnify, defend, or hold City harmless from any Claim to the extent it is based upon: (i) a modification to any solution by City (or by anyone under Client's direction or control or using logins or passwords assigned to Client); (ii) a modification made by Consultant pursuant to City's required instructions or specifications or in reliance on materials or information provided by City; or (iii) City's use (or use by anyone under City's direction or control or using logins or passwords assigned to City) of any Consultant Products and Services other than in accordance with this Agreement. This section sets forth City's sole and exclusive remedy, and Consultant' entire liability, for any Claim that the Consultant products and services or any other materials provided by Consultant violate or infringe upon the rights of any third party.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT EXCEED ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00). CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN.

15. **OMITTED.**

16. **LICENSES, PERMITS, ETC.** Consultant represents and warrants to City that it has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. In addition to the foregoing, Consultant shall obtain and maintain during the term hereof a valid City of Newark Business License.

17. **TERM/TERMINATION.**

A. The term of this Agreement shall commence upon the date first hereinabove written and shall expire on September 30, 2023.

B. Notwithstanding the provisions of paragraph 16 Section A above, either party may terminate this Agreement without cause by giving written notice thereof not less than ninety (90) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, City shall compensate Consultant for Services rendered

and reimburse Consultant for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the Services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. In no event shall City be entitled to a refund of prepaid fees upon termination. Nothing herein contained shall be deemed a limitation upon the right of City to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to City hereunder.

18. CONTRACT ADMINISTRATION. This Agreement shall be administered by **LENKA HOVORKA** of the City of Newark ("Administrator"). All correspondence shall be directed to or through the Administrator or his/her designee.

19. NOTICES. Written notices required or convenient hereunder shall be delivered personally or by depositing the same with the United States Postal Service, first class (or equivalent) postage prepaid and addressed, in the case of Consultant, to:

Granicus, LLC	**CITY OF NEWARK**
BRENDAN STIERMAN	LENKA HOVORKA
Consultant	**Administrator**
Address: Granicus, LLC Attn: Contracts 408 Saint Peter St, Suite 600 Saint Paul, MN 55102	City of Newark Attn: IS Department 37101 Newark Boulevard Newark, CA 94560

20. PARAGRAPH HEADINGS. Paragraph headings used herein are for convenience only and shall not be deemed to be a part of such paragraphs and shall not be construed to change the meaning thereof.

21. EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

22. SEVERABILITY. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.

23. GOVERNING LAW, JURISDICTION, AND VENUE. The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

24. ATTORNEY'S FEES. In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

25. **ASSIGNABILITY.** Neither Consultant nor City shall subconsult, assign, sell, mortgage, hypothecate, or otherwise transfer their respective interests or obligations in this Agreement without the express prior written consent of the non-transferring party, except that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise.

26. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

27. **WAIVERS.** Waiver of breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

28. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the Parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

29. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Consultant and City. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

30. **COVENANT AGAINST CONTINGENT FEES.** Consultant hereby warrants that Consultant has not employed or retained any company or person, other than a *bona fide* employee working for Consultant, to solicit or secure this Agreement, and Consultant has not paid or agreed to pay any company or person, other than a *bona fide* employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, at City's discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF NEWARK,
a municipal corporation

By _____
City of Newark

Date 12-16-20

Granicus, LLC
a Minnesota Limited Liability Company

By _____
Consultant

Date 12/7/2020

Jessica Yang,
Manager of Business and Contracts
Printed Name

Attest:

Kathleen L. Slafter
Deputy City Clerk

Date 12/16/20

Approved as to form:

_____
City Attorney

Date 12/15/2020

EXHIBIT A

SCOPE OF SERVICES AND PAYMENT

GRANICUS

Granicus Proposal for Newark, CA

Granicus Contact

Name: Brendan Stierman

Phone: 651-400-8732

Email: brendan.stierman@granicus.com

Proposal Details

Quote Number: Q-109581

Prepared On: 9/14/2020

Valid Through: 9/30/2020

Pricing

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Currency: USD

Period of Performance: 10/1/2020 - 9/30/2021

Contract End Date: 9/30/2023

One-Time Credit for Annual Fees for Renewing Subscriptions (10/1/2020 - 9/30/2021)

Solution	Billing Frequency	Quantity/Unit	One-Time Fee
One-Time Credit	Up Front	1 Each	-$2,000.00
		SUBTOTAL:	**-$2,000.00**

Annual Fees for Renewing Subscriptions (10/1/2020 - 9/30/2021)

Solution	Billing Frequency	Quantity/Unit	Annual Fee
govAccess - Maintenance, Hosting, & Licensing Fee - Core	Annual	1 Each	$7,524.56
		SUBTOTAL:	**$7,524.56**

Remaining Period(s)

Solution(s)	10/1/2021 - 9/30/2022	10/1/2022 - 9/30/2023
govAccess - Maintenance, Hosting, & Licensing Fee - Core	$7,900.79	$8,295.83
SUBTOTAL:	**$7,900.79**	**$8,295.83**

Product Descriptions

Name	Description
govAccess - Maintenance, Hosting, & Licensing Fee - Core	The govAccess Maintenance, Hosting, and Licensing plan is designed to equip the client with the technology, expertise and training to keep the client's website relevant and effective over time. Services include the following: • Ongoing software updates • Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday) • Access to training webinars and on-demand video library • Access to best practice webinars and resources • Annual health check with research-based recommendations for website optimization • DDoS mitigation • Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)

Terms and Conditions

- Upon the effective date, this Agreement shall supersede and replace any previous agreement between the parties. All prior agreements between the parties are hereby void and of no force and effect.
- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Newark, CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-109581 dated 9/14/2020 are incorporated into this Purchase Order by reference.
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Billing Information

Name:

Phone:

Email:

Address:

Newark, CA

Signature:

Name:

Title:

Date:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/20/2020 | 10/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1455083 Granicus, LLC Granicus, Inc 408 Saint Peter Street Suite 600 Saint Paul MN 55102	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : National Fire Insurance Co of Hartford — 20478 INSURER B : Continental Casualty Company — 20443 INSURER C : The Continental Insurance Company — 35289 INSURER D : Columbia Casualty Company — 31127 INSURER E : INSURER F :

COVERAGES GRAIN01 **CERTIFICATE NUMBER:** 14465892 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	N	6043664103	10/20/2020	10/20/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [X] Comp $100 Ded [X] Coll $1,000 Ded	N	N	6043664084	10/20/2020	10/20/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE	$ XXXXXXX $ XXXXXXX $ XXXXXXX
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N	6043364067 (AOS) 6043364070 (CA)	10/20/2020 10/20/2020	10/20/2021 10/20/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability	N	N	596722177 (E&O)	10/20/2019	12/20/2020	$5M/ $25K RET.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: City of Newark is included as Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

CERTIFICATE HOLDER

14465892
City of Newark
920 Broad Street
Newark NJ 07102

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Adam D. McDonough

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Attachment Code: D568356 Master ID: 1455083, Certificate ID: 14465892

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **14465892.**

- Email: PacificeDelivery@lockton.com
- Phone: (213) 689-2300

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Insurance Brokers, LLC – Pacific Series

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213-689-0065 / FAX: 213-689-0550
lockton.com

CNA PARAMOUNT

Technology General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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CNA PARAMOUNT

Technology General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

a. WHO IS AN INSURED is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part;** and

(2) was executed prior to:

(a) the **bodily injury** or **property damage;** or
(b) the offense that caused the **personal and advertising injury,**

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured,** but only with respect to such person or organization's liability for **bodily injury, property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured;** or
2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury, property damage** or **personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured,** but only with respect to such person or organization's liability for **bodily injury, property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured.**

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

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Technology General Liability Extension Endorsement

A. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured,** or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured,** and provided that the **occurrence** giving rise to such **bodily injury** or **property damage,** or the offense giving rise to such **personal and advertising injury,** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

C. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured.**

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

D. State or Governmental Agency or Subdivision or Political Subdivisions — Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

b. the construction, erection, or removal of elevators; or

c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's**

behalf. The coverage granted by this paragraph does not apply to:

a. Bodily injury, property damage or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. Bodily injury or **property damage** included within the **products-completed operations hazard.**

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

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I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage** or **personal and advertising injury** caused by:

a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard.**

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury** or **property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:

a. **bodily injury** or **property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;

b. any express warranty unauthorized by the **Named Insured;**

c. any physical or chemical change in any product made intentionally by such person or organization;

d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;

g. products which, after distribution or sale by the **Named Insured,** have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or

h. **bodily injury** or **property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) the exceptions contained in Subparagraphs **d.** or **f.** above; or

(2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This Paragraph **J.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

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3. This Paragraph **J.** also does not apply:

   a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part;**

   b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part;** nor

   c. if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part.**

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs **A.** through **J.** above. Such additional insured is an **Insured** solely for **bodily injury, property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part;** nor

2. for **bodily injury** or **property damage** included within the **products-completed operations hazard** except to the extent all of the following apply:

   a. this **Coverage Part** provides such coverage;

   b. the written contract or agreement described in the opening paragraph of this **ADDITIONAL INSUREDS** Provision requires the **Named Insured** to provide the additional insured such coverage; and

   c. the **bodily injury** or **property damage** results from **your work** that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this **Coverage Part.**

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.,** the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph **1.K.** of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY — EXPANDED DEFINITION

Under **DEFINITIONS,** the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS,** the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** Condition is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

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The Named Insured must give the Insurer or the Insurer's authorized representative notice of an **occurrence,** offense or **claim** only when the **occurrence,** offense or **claim** is known to a natural person **Named Insured,** to a partner, executive officer, manager or member of a **Named Insured,** or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence,** offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part.** However, the **Named Insured** shall give written notice of such **occurrence,** offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence,** offense or **claim.**

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part;** or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period,**

qualifies as a **Named Insured,** provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part.**

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. bodily injury or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

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CNA PARAMOUNT

Technology General Liability Extension Endorsement

1. **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES**

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse,** where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse.** No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

2. **EXPECTED OR INTENDED INJURY — EXCEPTION FOR REASONABLE FORCE**

Under **COVERAGES, Coverage A — Bodily Injury And Property Damage Liability,** the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:
This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured.** This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

3. **IN REM ACTIONS**

A quasi in rem action against any vessel owned or operated by or for the **Named Insured,** or chartered by or for the **Named Insured,** will be treated in the same manner as though the action were in personam against the **Named Insured.**

4. **INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE**

Solely with respect to **bodily injury** that arises out of a **health care incident:**

A. Under **COVERAGES, Coverage A — Bodily Injury And Property Damage Liability,** the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory.**

(2) the **bodily injury** first occurs during the **policy period.** All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence;** and

B. Under **COVERAGES, Coverage A — Bodily Injury And Property Damage Liability,** the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the

following: This insurance does not apply to:

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Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. professional health care services on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing

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i. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident.** All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence;**

ii. amend the definition of **Insured** to:

a. add the following:

- the **Named Insured's employees** are **Insureds** with respect to:

  (1) bodily injury to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

  (2) bodily injury to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

  when such **bodily injury** arises out of a **health care incident.**

- the **Named Insured's volunteer workers** are **Insureds** with respect to:

  (1) bodily injury to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

  (2) bodily injury to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident.**

b. delete Subparagraphs **(a), (b), (c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED.**

c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to:

the conduct of any current or past partnership or joint venture that is not shown as a **Named Insured** in the Declarations; nor

the conduct of a current or past limited liability company in which a **Named Insured's** interest does/did not rise to the level of management control;

except that if the **Named Insured** was a joint venturer, partner, or member of such a limited liability company, and such joint venture, partnership or limited liability company terminated prior to or during the **policy period,**

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Named Insured is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

11. LEGAL LIABILITY — DAMAGE TO PREMISES

A. Under **COVERAGES, Coverage A — Bodily Injury and Property Damage Liability,** the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph **(6)** of the **Damage to Property** exclusion and replace it with the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire, lightning, explosion, smoke or leakage from automatic fire protective systems) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE.**

B. Under **COVERAGES, Coverage A — Bodily Injury and Property Damage Liability,** the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protective systems to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

C. LIMITS OF INSURANCE is amended to delete Paragraph **6.** (the Damage To Premises Rented To You Limit) and replace it with the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage** to:

a. any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with the permission of the owner; and

b. contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is $500,000. unless a higher Damage to Premises Rented to You Limit is shown in the Declarations.

D. The **Other Insurance** Condition is amended to delete Paragraph **b.(1)(a)(ii),** and replace it with the following:

(ii) That is property insurance for premises rented to a **Named Insured,** for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

E. This Provision **11.** does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part.**

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12. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C — Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: ; or

(2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES,** the **Insuring Agreement** of **Coverage C — Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

13. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A — Bodily Injury and Property Damage Liability,** the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured,** provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured;** and
3. the aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A — Bodily Injury and Property Damage Liability,** the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft,** and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured,** provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

15. PERSONAL AND ADVERTISING INJURY —DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS,** the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES, Coverage B — Personal and Advertising Injury Liability,** the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following: This insurance does not apply to:

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Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury.** This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured;** or

(b) any **executive officer,** director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured.**

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured.**

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured.**

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY —DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision **1. ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part.**

16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B —Personal and Advertising Injury Liability,** the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages:**

(1) that the **Insured** would have in the absence of the contract or agreement; or

(2) assumed in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract.** Solely for the purpose of liability assumed in an **insured contract,** reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:

(a) liability to such party for, or for the cost of, that party's defense has also been assumed in such **insured contract;** and

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B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the definition of **insured contract** in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **21(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs.** Notwithstanding the provisions of Paragraph **e.(2)** of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B —Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part.**

17. PROPERTY DAMAGE — ELEVATORS

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33255

A. Under **COVERAGES, Coverage A — Bodily Injury and Property Damage Liability,** the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE — ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

Under **COVERAGES, Coverage A — Bodily Injury and Property Damage Liability,** the paragraph entitled **Exclusions** is amended to delete subparagraphs **(3)** and **(4)** of the Exclusion entitled **Damage to Property,** but only with respect to patterns, molds or dies that are in the care, custody or control of the **Insured,** and only if such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of $25,000 per **policy period** applies to this **PROPERTY DAMAGE - PATTERNS MOLDS AND DIES** coverage, and

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A. is included within the General Aggregate Limit as described in **LIMITS OF INSURANCE;** and

B. applies excess over any valid and collectible property insurance available to the **Insured,** including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part,** the Insurer will not deny coverage under this **Coverage Part** because of such failure.

21. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS,** the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard.**

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part;** and
2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the **claim.**

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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C20070

FIRST AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND GRANICUS LLC

This First Amendment to Contractual Services Agreement between the City of Newark, a municipal corporation, ("City") and Granicus LLC, a Minnesota Limited Liability Company ("Contractor") (together sometimes referred to as "Parties") entered into by the City and Contractor on October 1, 2020, is entered into as of the date last executed below.

RECITALS

WHEREAS, the Parties executed a Contractual Services Agreement (the "Agreement") to provide govAccess website maintenance, hosting, and licensing; and

WHEREAS, Section 26 of the Agreement allows the Parties to amend the Agreement provided that the amendment is in writing signed by the Parties; and

WHEREAS, the Parties desire to amend the Agreement to add an additional website feature; and

WHEREAS, the Agreement provides a not to exceed compensation Twenty One Thousand Seven Hundred Twenty Two Dollars ($21,722.00); and

WHEREAS, the total cost of the additional service is One Thousand Six Hundred Dollars ($1,600.00); and

WHEREAS, City staff is authorized to execute this Amendment in a form approved by the City Attorney.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Section 3.A. "Not to Exceed" Compensation, of the Agreement is amended to increase the combined total of compensation and costs payable under the Agreement by One Thousand Six Hundred Dollars ($1,600.00) from Twenty One Thousand Seven Hundred Twenty Two Dollars ($21,722.00) to Twenty Three Thousand Three Hundred Twenty Two Dollars ($23,322.00).

2. Exhibit A, Scope of Services and Payment, of the Agreement, is amended to provide the additional services, as identified in Exhibit 1, attached hereto and incorporated herein by reference.

3. With the exception of the foregoing, all other terms and conditions in the Agreement, as amended, remain in force and effect.

City of Newark

David J. Benoun
City Manager

Dated: 4-1-21

Attest:

Sheila Harrington
City Clerk

Approved as to Form:

Kristopher J. Kokotaylo
Interim City Attorney

3720406.1

Granicus LLC
a Minnesota Limited Liability Company

Jessica Yang
Manager, Business & Contracts

Dated: 3/29/2021

EXHIBIT 1

GRANICUS

Granicus Proposal for Newark, CA

Granicus Contact

Name: Andrew Murray

Phone: (202) 407-7435

Email: andrew.murray@granicus.com

Proposal Details

Quote Number: Q-130490

Prepared On: 2/24/2021

Valid Through: 3/31/2021

Pricing

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Currency: USD

Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 12 months.

One-Time Fees

Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Homepage slideshow updates	Milestones - 40/ 20/20/20	1 Each	$1,600.00
		SUBTOTAL:	**$1,600.00**

Product Descriptions

Name	Description
Homepage slideshow updates	**Homepage slideshow updates** Granicus will design and implement a feature of the Newark website homepage hero slideshow that allows for adding a title, description and link to each slide.

GRANICUS

Terms and Conditions

- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Newark, CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-130490 dated 2/24/2021 are incorporated into this Purchase Order by reference.
- Billing Frequency Notes (Milestones - 40/20/20/20):
  - An initial payment equal to 40% of the total;
  - A payment equal to 20% of the total upon Granicus' delivery of the draft homepage design concepts to the Client;
  - A payment equal to 20% of the total upon implementation of the main website into the VCMS on a Granicus-hosted development server; and
  - A payment equal to 20% of the total upon completion; provided, however that the Client has completed training. If the Client has not completed training, then Granicus shall invoice the Client at the earlier of: completion of training or 21 days after completion.
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which volume based pricing is used and the volume has changed from the prior term without regard to the prior term's per-unit pricing.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Billing Information

Name:

Phone:

Email:

Address:

Newark, CA

Signature:

Name:

Title:

Date:

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SECOND AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND GRANICUS LLC

This Second Amendment to Contractual Services Agreement between the City of Newark, a municipal corporation, ("City") and Granicus LLC, a Minnesota Limited Liability Company ("Contractor") (together sometimes referred to as "Parties") entered into by the City and Contractor on August 24, 2023 is entered into as of the date last executed below.

RECITALS:

WHEREAS, the Parties executed a Contractual Services Agreement (the "Agreement") to provide govAccess website maintenance, hosting, and licensing; and

WHEREAS, Section 26 of the Agreement allows the Parties to amend the Agreement provided that the amendment is in writing signed by the Parties; and

WHEREAS, the Parties desire to amend the Agreement to add an additional website feature and subscription; and

WHEREAS, the total cost of the additional service is Fourteen Thousand, Two Hundred, Eighty-Six Dollars and Seventy-Nine Cents ($14,286.79); and

WHEREAS, City staff is authorized to execute this Amendment in a form approved by the City Attorney.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Section 3.A. "Not to Exceed" Compensation, of the Agreement is amended to increase the not to exceed compensation by $14,286.79, for a total not to exceed amount of $37,608.79 (from a previous not to exceed amount of $23,322).

2. Exhibit A, Scope of Services and Payment, of the Agreement, is amended to provide the additional services, as identified in Exhibit 1, attached hereto and incorporated herein by reference.

3. With the exception of the foregoing, all other terms and conditions in the Agreement, as amended, remain in force and effect.

City of Newark

DocuSigned by:
075767B2C2304C4...

David J. Benoun
City Manager

Granicus LLC
A Minnesota Limited Liability Company

DocuSigned by:
Brendan Stierman
CCD5CE81DABC46A...

Brendan Stierman
Contracts Team Manager

DocuSign Envelope ID: 3CB34BD2-DF20-423C-97EF-B369FA85576D

Dated: 8/28/2023
Attest:

DocuSigned by:
Kathy Slafter
DF02447E070A45E...

Sheila Harrington
City Clerk

Dated: 8/28/2023

Approved as to Form:

DocuSigned by:
Kristopher J. Kokotaylo
ABFC8AFEC9714E4...

Kristopher J. Kokotaylo
City Attorney

DocuSign Envelope ID: 3CB34BD2-DF20-423C-97EF-B369FA85576D

GRANICUS

EXHIBIT 1

THIS IS NOT AN INVOICE

Order Form
Prepared for
Newark, CA

Granicus Proposal for Newark, CA

ORDER DETAILS

Prepared By:	Jake Stechmann
Phone:	
Email:	jake.stechmann@granicus.com
Order #:	Q-285857
Prepared On:	07 Aug 2023
Expires On:	30 Aug 2023

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date:	30 Sep 2023
Period of Performance:	The Agreement will begin on date of signature and will continue through the end of the then current billing term. The Agreement will begin on date of signature and will continue through the end of the then current billing term, and will continue for an additional 24 months thereafter.

The subscription includes the following domain(s) and subdomain(s):
https://www.newark.org/

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PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**One-Time Fee**
govAccess - Web Design and Implementation - Independent Sub	Milestones - 40/20/20/20	1 Each	$8,500.00
		SUBTOTAL:	**$8,500.00**

New Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
govAccess - Maint/Hosting/License Fee - Independent Sub	Annual	1 Each	$1,799.99
		SUBTOTAL:	**$1,799.99**

- *Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.*

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FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	Year 2	Year 3
govAccess - Maint/Hosting/License Fee - Independent Sub	$1,925.99	$2,060.81
SUBTOTAL:	**$1,925.99**	**$2,060.81**

DocuSign Envelope ID: 3CB34BD2-DF20-423C-97EF-B369FA85576D

PRODUCT DESCRIPTIONS

Solution	Description
govAccess - Web Design and Implementation - Independent Sub	Independent Subsite Package offers a mutually agreed upon wireframe based on department needs from Granicus' selection of templates. The package includes: • Unique design theme, including color palette for landing page and interior pages • Unique header and footer • Unique navigation design • Individual URL and search capabilities • Optional custom mobile homepage (included) • Migrate up to 25 pages
govAccess - Maint/Hosting/License Fee - Independent Sub	Maintenance, Hosting and Licensing includes the following for the client's Independent Subsite: • Monthly software updates • Unlimited technical support (6:00 AM – 6:00 PM PT, Monday – Friday) • Access to training webinars and on-demand video library • Access to best practice webinars and resources • Annual health check with research-based recommendations for website optimization • DDoS mitigation • Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)

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TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-285857 dated 07 Aug 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Newark, CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- The initial subscription term includes all the subscription years noted in quote Q-285857 dated 07 Aug 2023 and must be awarded to receive the first year free promotion. The Agreement and subscription term begins upon date of document signature or award.
- Billing Frequency Notes (Milestones - 40/20/20/20): An initial payment equal to 40% of the total; A payment equal to 20% of the total upon Granicus' delivery of the draft homepage design concepts to the client; A payment equal to 20% of the total upon implementation of the main website into the VCMS on a Granicus-hosted development server; and A payment equal to 20% of the total upon completion; provided, however that the client has completed training. If the client has not completed training, then Granicus shall invoice the client at the earlier of: completion of training or 21 days after completion.

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BILLING INFORMATION

Billing Contact:		**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:		**PO Number:** *If PO required*	
Billing Email:		**Billing Phone:**	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-285857 dated 07 Aug 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Newark, CA	
Signature:	
Name:	
Title:	
Date:	

DocuSign

Certificate Of Completion

Envelope Id: 3CB34BD2DF20423C97EFB369FA85576D
Status: Completed
Subject: Complete with DocuSign: C20070 Granicus Amendment No. 2 Subsite.pdf
Source Envelope:
Document Pages: 8
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
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37101 Newark Boulevard
Newark, CA 94560
sheila.harrington@newark.org
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Electronic Record and Signature Disclosure: Accepted: 8/28/2023 9:11:12 AM ID: 2fa55bc6-cc69-491d-8835-d832c5cff893		
Kristopher J. Kokotaylo kkokotaylo@meyersnave.com City Attorney Security Level: Email, Account Authentication (None)	DocuSigned by: kristopher J. kokotaylo ABFC8AFEC9714E4... Signature Adoption: Pre-selected Style Using IP Address: 206.169.145.130	Sent: 8/28/2023 9:13:06 AM Viewed: 8/28/2023 12:30:39 PM Signed: 8/28/2023 12:30:57 PM
Electronic Record and Signature Disclosure: Accepted: 8/28/2023 12:30:39 PM ID: 9b972288-a9a3-47f8-a74f-c24bb613c70f		
David J. Benoun david.benoun@newark.org NEWARK CITY MANAGER David Benoun Security Level: Email, Account Authentication (None)	DocuSigned by: 075767B2C2304C4... Signature Adoption: Drawn on Device Using IP Address: 206.128.122.185	Sent: 8/28/2023 12:30:58 PM Viewed: 8/28/2023 5:56:43 PM Signed: 8/28/2023 5:56:48 PM
Electronic Record and Signature Disclosure: Accepted: 8/28/2023 5:56:43 PM ID: bc1ab519-5cdd-4182-9abd-e5eab23eafe6		
Kathy Slafter kathy.slafter@newark.org Executive Assistant/Deputy City Clerk City of Newark Delegate Of: Sheila Harrington sheila.harrington@newark.org Security Level: Email, Account Authentication (None)	DocuSigned by: kathy Slafter DF02447E070A45E... Signature Adoption: Pre-selected Style Using IP Address: 206.128.122.185	Sent: 8/28/2023 5:56:49 PM Viewed: 8/29/2023 7:33:14 AM Signed: 8/29/2023 7:33:45 AM
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Kathy Slafter kathy.slafter@newark.org Executive Assistant/Deputy City Clerk City of Newark Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/29/2023 7:33:46 AM
Laurie Gebhard laurie.gebhard@newark.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/29/2023 7:33:47 AM Viewed: 8/29/2023 11:35:13 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/25/2023 9:41:07 AM
Certified Delivered	Security Checked	8/29/2023 7:33:14 AM
Signing Complete	Security Checked	8/29/2023 7:33:45 AM
Completed	Security Checked	8/29/2023 7:33:47 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Newark (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Newark:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: sheila.harrington@newark.org

To advise City of Newark of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sheila.harrington@newark.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Newark

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sheila.harrington@newark.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Newark

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to sheila.harrington@newark.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Newark as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Newark during the course of your relationship with City of Newark.

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THIRD AMENDMENT TO THE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF NEWARK AND GRANICUS LLC

This Third Amendment to Contractual Services Agreement between the City of Newark, a municipal corporation, ("City") and Granicus, LLC, a Minnesota Limited Liability Company ("Contractor") (together referred to as the "Parties") entered into by the City and Contractor on October 1, 2020 is entered into as of the date last executed below.

RECITALS

WHEREAS, the Parties executed a Contractual Services Agreement (the "Agreement") to provide govAccess website maintenance, hosting, and licensing; and

WHEREAS, Section 26 of the Agreement allows the Parties to amend the Agreement provided that the amendment is in writing signed by the Parties; and

WHEREAS, the Parties previously executed the First Amendment to the Agreement effective April 1, 2021 (the "First Amendment") and the Second Amendment to the Agreement effective August 28, 2023 (the "Second Amendment"); and

WHEREAS, the Parties desire to amend the Agreement to extend the period for additional govAccess website maintenance, hosting and licensing for an additional 3 years through September 30, 2026; and

WHEREAS, the cost of the additional govAccess website maintenance, hosting, and licensing is Twenty Eight Thousand, Five Hundred, Thirty-seven Dollars and Nineteen cents ($28,537.19); and

WHEREAS, the Parties desire to extend the term of the Agreement; and

WHEREAS, City staff is authorized to execute this Amendment in a form approved by the City Attorney.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Section 3.A. "Not to Exceed" Compensation, of the Agreement, is amended to increase the not to exceed compensation by $28,537.19, for a total not to exceed amount of $66,145.98.

2. Section 17.A. Term/Termination, of the Agreement, is amended to provide that the Agreement shall expire on September 30, 2026.

3. Exhibit A, Scope of Services and Payment, of the Agreement, is amended to provide the additional services, as identified in Exhibit 1, attached hereto and incorporated herein by reference.

4. With the exception of the foregoing, all other terms and conditions in the Agreement, as amended by the First Amendment and the Second Amendment, remain in force and effect.

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CITY OF NEWARK

DocuSigned by:
David Benoun
07567B2C2304C4...
David J. Benoun
City Manager

Dated: 11/13/2023

Granicus LLC
A Minnesota Limited Liability Company

DocuSigned by:
Greg Eck
71FB6CB5D848403...
Greg Eck
Manager, Contracts

Dated: 11/2/2023

ATTEST:

DocuSigned by:
Sheila Harrington
AD90989DBABE45E...
Sheila Harrington
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Kristopher J. Kokotaylo
ABFC8AFEC9714E4...
Kristopher J. Kokotaylo
City Attorney

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GRANICUS

THIS IS NOT AN INVOICE

Order Form
Prepared for
Newark, CA

Exhibit A

Granicus Budgetary Proposal for Newark, CA

ORDER DETAILS

Prepared By:	Antonio Magadan
Phone:	
Email:	antonio.magadan@granicus.com
Order #:	Q-313213
Prepared On:	02 Nov 2023
Expires On:	16 Nov 2023

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Initial Order Term End Date:	30 Sep 2026
Period of Performance:	01 Oct 2023 - 30 Sep 2024 and will continue through 30 Sept 2026.

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PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
govAccess - Maintenance, Hosting, & Licensing Fee - Core	Annual	1 Each	$8,876.54
		SUBTOTAL:	**$8,876.54**

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FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	01 Oct 2024 - 30 Sep 2025	01 Oct 2025 - 30 Sep 2026
govAccess - Maintenance, Hosting, & Licensing Fee - Core	$9,320.37	$9,786.39
SUBTOTAL:	**$9,320.37**	**$9,786.39**

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TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-313213 dated 02 Nov 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Newark, CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- The terms and conditions set forth in the Agreement effective 01 Oct 2020 are incorporated herein by reference.

STAFF REPORT

Item D. 8.

DATE	09/24/2026
TO	Honorable Mayor and City Council Members
FROM	Brittney Frye, Human Resources Director
SUBJECT	Adopt a resolution amending the Citywide Salary Schedule to change the classification title of Maintenance Superintendent to Public Works Maintenance Manager in conformance with California Code of Regulations, Title 2, Section 570.5

SUMMARY AND RECOMMENDATION

Upon the Maintenance Superintendent position vacancy, staff reviewed the classification to ensure it remained consistent with industry standards, comparable classifications, and the City's internal organizational structure. Based on that review, the classification specification was updated to more accurately reflect the current scope and responsibilities of the position, including changing the classification title from Maintenance Superintendent to Public Works Maintenance Manager, among other language revisions.

Staff recommends that the City Council adopt a resolution approving an amendment to the Citywide Salary Schedule to change the classification title from Maintenance Superintendent to Public Works Maintenance Manager. The proposed action changes the classification title only and does not modify the existing salary range.

BACKGROUND

The Maintenance Superintendent classification provides management and oversight of the City's public works maintenance operations and related services. The position was continuously filled for approximately eleven years prior to becoming vacant.

The vacancy provided an opportunity for staff to review the classification before initiating a recruitment process. As part of this review, staff evaluated the classification specification, considered current industry standards and commonly used classification titles among comparable public agencies, and reviewed the

position within the context of the City's organizational and classification structure.

The review identified opportunities to update the classification specification to better reflect the current duties, responsibilities, and level of management assigned to the position. Revisions were made to the classification specification, including changing the title from Maintenance Superintendent to Public Works Maintenance Manager.

DISCUSSION/ANALYSIS

The proposed title of Public Works Maintenance Manager more accurately reflects the position's current management responsibilities and provides greater clarity regarding the classification's role within the Public Works Department. The revised title is also more consistent with contemporary classification terminology and supports alignment within the City's organizational structure.

In conjunction with the title change, staff updated the classification specification to reflect the current scope of work and responsibilities of the position. The revisions do not change the fundamental organizational role of the classification or its existing salary range.

The Citywide Salary Schedule currently lists the classification as Maintenance Superintendent. California Code of Regulations, Title 2, Section 570.5 requires public agencies to maintain a publicly available pay schedule meeting specified requirements. Accordingly, City Council approval is necessary to amend the Citywide Salary Schedule to reflect the new classification title.

Adoption of the proposed resolution will change the classification title on the Citywide Salary Schedule from Maintenance Superintendent to Public Works Maintenance Manager and allow the City's classification and compensation records to reflect the updated title.

FISCAL IMPACT

There is no direct fiscal impact associated with this action. The proposed amendment changes the classification title only and does not modify the existing salary range for the position.

STRATEGIC PRIORITY AREA

The recommended action aligns with the City Council's strategic priority area of Boost Financial Resilience and Excellence in Service Delivery.

REVIEW AND APPROVAL

Prepared by - Brittney Frye, Human Resources Director
Reviewed by - Lenka Hovorka, Assistant City Manager
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Attachment 1: Resolution Amending Citywide Salary Schedule
Attachment 2: Salary Schedule Effective September 25, 2026
Attachment 3: Public Works Maintenance Manager Job Classification

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE CITY OF NEWARK APPROVING AN AMENDMENT TO THE CITYWIDE SALARY SCHEDULE TO CHANGE THE CLASSIFICATION TITLE OF MAINTENANCE SUPERINTENDENT TO PUBLIC WORKS MAINTENANCE MANAGER IN CONFORMANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

WHEREAS, the Maintenance Superintendent classification provides management and oversight of the City's public works maintenance operations and related services; and

WHEREAS, following a vacancy in the Maintenance Superintendent position, the City conducted a review of the classification specification, industry standards, and internal organizational alignment; and

WHEREAS, based on this review, the City revised the classification specification to more accurately reflect the current scope, duties, and responsibilities of the position; and

WHEREAS, as part of these revisions, the City determined that the classification title of Public Works Maintenance Manager more accurately reflects the position's management responsibilities and is consistent with contemporary classification terminology and the City's organizational structure; and

WHEREAS, the change from Maintenance Superintendent to Public Works Maintenance Manager is a classification title change and does not modify the existing salary range for the classification; and

WHEREAS, changing the classification title requires amendment of the Citywide Salary Schedule in accordance with California Code of Regulations, Title 2, Section 570.5.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Council hereby approves an amendment to the Citywide Salary Schedule to change the classification title of Maintenance Superintendent to Public Works Maintenance Manager, effective September 25, 2026, with no change to the existing salary range.

BE IT FURTHER RESOLVED that the City Manager, or designee, is authorized to take such administrative actions as may be necessary to implement the classification title change.

CITY OF NEWARK
Salary Schedule Effective 09/25/2026

	Step 1 Minimum			Step 2			Step 3			Step 4			Step 5 Maximum		
Classification	**Hourly**	**Biweekly**	**Annual**	**Hourly**	**Biweekly**	**Annual**	**Hourly**	**Biweekly**	**Annual**	**Hourly**	**Biweekly**	**Annual**	**Hourly**	**Biweekly**	**Annual**
Accountant	56.55	4,524.00	117,624.00	59.39	4,751.20	123,531.20	62.36	4,988.80	129,708.80	65.46	5,236.80	136,156.80	68.74	5,499.20	142,979.20
Accounting Assistant I	39.38	3,150.40	81,910.40	41.36	3,308.80	86,028.80	43.42	3,473.60	90,313.60	45.59	3,647.20	94,827.20	47.88	3,830.40	99,590.40
Accounting Assistant II	43.30	3,464.00	90,064.00	45.47	3,637.60	94,577.60	47.73	3,818.40	99,278.40	50.13	4,010.40	104,270.40	52.64	4,211.20	109,491.20
Accounting Technician I	45.82	3,665.60	95,305.60	48.12	3,849.60	100,089.60	50.52	4,041.60	105,081.60	53.04	4,243.20	110,323.20	55.69	4,455.20	115,835.20
Accounting Technician II	50.40	4,032.00	104,832.00	52.93	4,234.40	110,094.40	55.58	4,446.40	115,606.40	58.35	4,668.00	121,368.00	61.27	4,901.60	127,441.60
Administrative Assistant	45.70	3,656.00	95,056.00	47.97	3,837.60	99,777.60	50.37	4,029.60	104,769.60	52.90	4,232.00	110,032.00	55.54	4,443.20	115,523.20
Administrative Support Specialist I	35.69	2,855.20	74,235.20	37.47	2,997.60	77,937.60	39.34	3,147.20	81,827.20	41.32	3,305.60	85,945.60	43.37	3,469.60	90,209.60
Administrative Support Specialist II	38.95	3,116.00	81,016.00	40.89	3,271.20	85,051.20	42.94	3,435.20	89,315.20	45.08	3,606.40	93,766.40	47.34	3,787.20	98,467.20
Animal Control Officer	44.40	3,552.00	92,352.00	46.63	3,730.40	96,990.40	48.96	3,916.80	101,836.80	51.41	4,112.80	106,932.80	53.98	4,318.40	112,278.40
Assistant City Manager	131.36	10,508.80	273,228.80	Range 26									157.64	12,611.20	327,891.20
Assistant Engineer-Civil	61.43	4,914.40	127,774.40	64.50	5,160.00	134,160.00	67.72	5,417.60	140,857.60	71.09	5,687.20	147,867.20	74.66	5,972.80	155,292.80
Assistant Maintenance Superintendent	73.12	5,849.60	152,089.60	Range 14									87.75	7,020.00	182,520.00
Assistant Planner	53.45	4,276.00	111,176.00	56.12	4,489.60	116,729.60	58.92	4,713.60	122,553.60	61.86	4,948.80	128,668.80	64.96	5,196.80	135,116.80
Assistant to the City Manager	69.65	5,572.00	144,872.00	Range 13									83.58	6,686.40	173,846.40
Associate Civil Engineer	68.77	5,501.60	143,041.60	72.19	5,775.20	150,155.20	75.80	6,064.00	157,664.00	79.59	6,367.20	165,547.20	83.58	6,686.40	173,846.40
Associate Planner	61.17	4,893.60	127,233.60	64.24	5,139.20	133,619.20	67.45	5,396.00	140,296.00	70.81	5,664.80	147,284.80	74.35	5,948.00	154,648.00
Building Inspector I	58.03	4,642.40	120,702.40	60.93	4,874.40	126,734.40	63.98	5,118.40	133,078.40	67.18	5,374.40	139,734.40	70.54	5,643.20	146,723.20
Building Inspector II	60.93	4,874.40	126,734.40	63.98	5,118.40	133,078.40	67.18	5,374.40	139,734.40	70.54	5,643.20	146,723.20	74.06	5,924.80	154,044.80
Building Maintenance Mechanic I	43.48	3,478.40	90,438.40	45.67	3,653.60	94,993.60	47.94	3,835.20	99,715.20	50.35	4,028.00	104,728.00	52.87	4,229.60	109,969.60
Building Maintenance Mechanic II	47.90	3,832.00	99,632.00	50.29	4,023.20	104,603.20	52.82	4,225.60	109,865.60	55.47	4,437.60	115,377.60	58.22	4,657.60	121,097.60
Chief Building Official	100.14	8,011.20	208,291.20	Range 20									121.72	9,737.60	253,177.60
Chief Information Officer/Information Technology	119.15	9,532.00	247,832.00	Range 24									142.96	11,436.80	297,356.80
Child Care Instructor	29.14	2,331.20	60,611.20	30.62	2,449.60	63,689.60	32.15	2,572.00	66,872.00	33.75	2,700.00	70,200.00	35.47	2,837.60	73,777.60
City Clerk	84.66	6,772.80	176,092.80	Range 17									101.57	8,125.60	211,265.60
City Engineer	102.92	8,233.60	214,073.60	Range 21									123.51	9,880.80	256,900.80
City Manager													190.67	15,253.60	396,593.60
Communications and Public Engagement Manager	80.64	6,451.20	167,731.20	Range 16									96.76	7,740.80	201,260.80
Community Development Director	119.15	9,532.00	247,832.00	Range 24									142.96	11,436.80	297,356.80
Community Engagement Manager	73.12	5,849.60	152,089.60	Range 14									87.75	7,020.00	182,520.00
Community Preservation Manager	80.64	6,451.20	167,731.20	Range 16									96.76	7,740.80	201,260.80
Community Preservation Specialist I	48.39	3,871.20	100,651.20	50.81	4,064.80	105,684.80	53.34	4,267.20	110,947.20	56.01	4,480.80	116,500.80	58.82	4,705.60	122,345.60
Community Preservation Specialist II	53.23	4,258.40	110,718.40	55.89	4,471.20	116,251.20	58.67	4,693.60	122,033.60	61.61	4,928.80	128,148.80	64.70	5,176.00	134,576.00
Community Service Officer	44.91	3,592.80	93,412.80	47.14	3,771.20	98,051.20	49.50	3,960.00	102,960.00	51.98	4,158.40	108,118.40	54.59	4,367.20	113,547.20
Crime Analyst	59.39	4,751.20	123,531.20	62.36	4,988.80	129,708.80	65.47	5,237.60	136,177.60	68.73	5,498.40	142,958.40	72.18	5,774.40	150,134.40
Deputy Community Development Director	100.14	8,011.20	208,291.20	Range 20									121.72	9,737.60	253,177.60
Deputy Economic Development Director	100.14	8,011.20	208,291.20	Range 20									121.72	9,737.60	253,177.60
Deputy Finance Director	100.14	8,011.20	208,291.20	Range 20									121.72	9,737.60	253,177.60
Engineering Technician I	50.08	4,006.40	104,166.40	52.59	4,207.20	109,387.20	55.22	4,417.60	114,857.60	57.97	4,637.60	120,577.60	60.88	4,870.40	126,630.40
Engineering Technician II	53.63	4,290.40	111,550.40	56.31	4,504.80	117,124.80	59.13	4,730.40	122,990.40	62.09	4,967.20	129,147.20	65.19	5,215.20	135,595.20
Environmental Services Manager	80.64	6,451.20	167,731.20	Range 16									96.76	7,740.80	201,260.80
Equipment Mechanic I	44.71	3,576.80	92,996.80	46.95	3,756.00	97,656.00	49.30	3,944.00	102,544.00	51.76	4,140.80	107,660.80	54.35	4,348.00	113,048.00
Equipment Mechanic II	49.22	3,937.60	102,377.60	51.69	4,135.20	107,515.20	54.27	4,341.60	112,881.60	56.99	4,559.20	118,539.20	59.83	4,786.40	124,446.40
Executive Assistant	50.79	4,063.20	105,643.20	53.32	4,265.60	110,905.60	55.99	4,479.20	116,459.20	58.79	4,703.20	122,283.20	61.73	4,938.40	128,398.40
Facilities Supervisor	68.86	5,508.80	143,228.80	72.30	5,784.00	150,384.00	75.92	6,073.60	157,913.60	79.71	6,376.80	165,796.80	83.69	6,695.20	174,075.20
Finance Director	119.15	9,532.00	247,832.00	Range 24									142.96	11,436.80	297,356.80
General Laborer	32.50	2,600.00	67,600.00	34.13	2,730.40	70,990.40	35.84	2,867.20	74,547.20	37.64	3,011.20	78,291.20	39.52	3,161.60	82,201.60
Housing Policies and Programs Manager	84.66	6,772.80	176,092.80	Range 17									101.57	8,125.60	211,265.60
Human Resources Director	119.15	9,532.00	247,832.00	Range 24									142.96	11,436.80	297,356.80
Human Resources Technician	46.66	3,732.80	97,052.80	49.00	3,920.00	101,920.00	51.44	4,115.20	106,995.20	54.02	4,321.60	112,361.60	56.72	4,537.60	117,977.60
Information Technology Analyst	65.37	5,229.60	135,969.60	68.63	5,490.40	142,750.40	72.08	5,766.40	149,926.40	75.67	6,053.60	157,393.60	79.45	6,356.00	165,256.00

CITY OF NEWARK
Salary Schedule Effective 09/25/2026

	Step 1 Minimum			Step 2			Step 3			Step 4			Step 5 Maximum		
Classification	**Hourly**	**Biweekly**	**Annual**	**Hourly**	**Biweekly**	**Annual**	**Hourly**	**Biweekly**	**Annual**	**Hourly**	**Biweekly**	**Annual**	**Hourly**	**Biweekly**	**Annual**
Information Technology Technician I	45.72	3,657.60	95,097.60	48.00	3,840.00	99,840.00	50.40	4,032.00	104,832.00	52.92	4,233.60	110,073.60	55.57	4,445.60	115,585.60
Information Technology Technician II	51.20	4,096.00	106,496.00	53.76	4,300.80	111,820.80	56.45	4,516.00	117,416.00	59.27	4,741.60	123,281.60	62.23	4,978.40	129,438.40
Junior Engineer-Civil	51.30	4,104.00	106,704.00	53.87	4,309.60	112,049.60	56.56	4,524.80	117,644.80	59.40	4,752.00	123,552.00	62.37	4,989.60	129,729.60
Landscape & Parks Maintenance Worker I	40.62	3,249.60	84,489.60	42.64	3,411.20	88,691.20	44.78	3,582.40	93,142.40	47.02	3,761.60	97,801.60	49.39	3,951.20	102,731.20
Landscape & Parks Maintenance Worker II	44.73	3,578.40	93,038.40	46.98	3,758.40	97,718.40	49.32	3,945.60	102,585.60	51.78	4,142.40	107,702.40	54.37	4,349.60	113,089.60
Landscape Inspector	41.74	3,339.20	86,819.20	43.83	3,506.40	91,166.40	46.02	3,681.60	95,721.60	48.32	3,865.60	100,505.60	50.74	4,059.20	105,539.20
Lead Childcare Instructor	33.53	2,682.40	69,742.40	35.21	2,816.80	73,236.80	36.97	2,957.60	76,897.60	38.82	3,105.60	80,745.60	40.76	3,260.80	84,780.80
Maintenance Supervisor	68.86	5,508.80	143,228.80	72.30	5,784.00	150,384.00	75.92	6,073.60	157,913.60	79.71	6,376.80	165,796.80	83.69	6,695.20	174,075.20
Management Analyst I	55.64	4,451.20	115,731.20	58.43	4,674.40	121,534.40	61.34	4,907.20	127,587.20	64.41	5,152.80	133,972.80	67.62	5,409.60	140,649.60
Management Analyst II	63.43	5,074.40	131,934.40	66.60	5,328.00	138,528.00	69.93	5,594.40	145,454.40	73.42	5,873.60	152,713.60	77.09	6,167.20	160,347.20
Permit Technician	45.42	3,633.60	94,473.60	47.68	3,814.40	99,174.40	50.06	4,004.80	104,124.80	52.57	4,205.60	109,345.60	55.20	4,416.00	114,816.00
Police Captain	113.89	9,111.20	236,891.20	Range 22 - CAP									136.68	10,934.40	284,294.40
Police Chief	130.61	10,448.80	271,668.80	Range 26 - CHIEF									156.73	12,538.40	325,998.40
Police Lieutenant	98.35	7,868.00	204,568.00	Range 19 - LT									118.01	9,440.80	245,460.80
Police Officer	66.27	5,301.60	137,841.60	69.58	5,566.40	144,726.40	73.06	5,844.80	151,964.80	76.71	6,136.80	159,556.80	80.55	6,444.00	167,544.00
Police Records and Evidence Supervisor	57.70	4,616.00	120,016.00	60.59	4,847.20	126,027.20	63.62	5,089.60	132,329.60	66.80	5,344.00	138,944.00	70.15	5,612.00	145,912.00
Police Sergeant	80.37	6,429.60	167,169.60	84.39	6,751.20	175,531.20	88.60	7,088.00	184,288.00	93.03	7,442.40	193,502.40	97.68	7,814.40	203,174.40
Police Support Services Manager	84.66	6,772.80	176,092.80	Range 17									101.57	8,125.60	211,265.60
Principal Civil Engineer	84.66	6,772.80	176,092.80	Range 17									101.57	8,125.60	211,265.60
Principal Planner	84.66	6,772.80	176,092.80	Range 17									101.57	8,125.60	211,265.60
Property and Evidence Technician	43.31	3,464.80	90,084.80	45.48	3,638.40	94,598.40	47.74	3,819.20	99,299.20	50.15	4,012.00	104,312.00	52.65	4,212.00	109,512.00
Public Safety Clerk	42.26	3,380.80	87,900.80	44.37	3,549.60	92,289.60	46.59	3,727.20	96,907.20	48.91	3,912.80	101,732.80	51.37	4,109.60	106,849.60
Public Safety Dispatch Supervisor	60.80	4,864.00	126,464.00	63.83	5,106.40	132,766.40	67.02	5,361.60	139,401.60	70.36	5,628.80	146,348.80	73.89	5,911.20	153,691.20
Public Safety Dispatcher	52.59	4,207.20	109,387.20	55.23	4,418.40	114,878.40	57.98	4,638.40	120,598.40	60.88	4,870.40	126,630.40	63.92	5,113.60	132,953.60
Public Works Director	119.15	9,532.00	247,832.00	Range 24									142.96	11,436.80	297,356.80
Public Works Inspector	60.94	4,875.20	126,755.20	63.99	5,119.20	133,099.20	67.19	5,375.20	139,755.20	70.55	5,644.00	146,744.00	74.07	5,925.60	154,065.60
Public Works Maintenance Manager	88.91	7,112.80	184,932.80	Range 18									106.68	8,534.40	221,894.40
Recreation Assistant	37.40	2,992.00	77,792.00	39.27	3,141.60	81,681.60	41.24	3,299.20	85,779.20	43.30	3,464.00	90,064.00	45.47	3,637.60	94,577.60
Recreation and Community Services Director	119.15	9,532.00	247,832.00	Range 24									142.96	11,436.80	297,356.80
Recreation and Community Services Supervisor I	59.40	4,752.00	123,552.00	62.37	4,989.60	129,729.60	65.47	5,237.60	136,177.60	68.77	5,501.60	143,041.60	72.19	5,775.20	150,155.20
Recreation and Community Services Supervisor II	65.48	5,238.40	136,198.40	68.78	5,502.40	143,062.40	72.20	5,776.00	150,176.00	75.81	6,064.80	157,684.80	79.60	6,368.00	165,568.00
Recreation Coordinator	46.76	3,740.80	97,260.80	49.09	3,927.20	102,107.20	51.55	4,124.00	107,224.00	54.13	4,330.40	112,590.40	56.83	4,546.40	118,206.40
Red Light Photo Enforcement Technician	43.09	3,447.20	89,627.20	45.24	3,619.20	94,099.20	47.51	3,800.80	98,820.80	49.88	3,990.40	103,750.40	52.38	4,190.40	108,950.40
Senior Accountant	65.48	5,238.40	136,198.40	68.78	5,502.40	143,062.40	72.20	5,776.00	150,176.00	75.81	6,064.80	157,684.80	79.60	6,368.00	165,568.00
Senior Administrative Support Specialist	42.85	3,428.00	89,128.00	44.99	3,599.20	93,579.20	47.25	3,780.00	98,280.00	49.61	3,968.80	103,188.80	52.09	4,167.20	108,347.20
Senior Building Inspector	63.67	5,093.60	132,433.60	66.85	5,348.00	139,048.00	70.19	5,615.20	145,995.20	73.70	5,896.00	153,296.00	77.40	6,192.00	160,992.00
Senior Building Maintenance Mechanic	52.75	4,220.00	109,720.00	55.39	4,431.20	115,211.20	58.15	4,652.00	120,952.00	61.08	4,886.40	127,046.40	64.11	5,128.80	133,348.80
Senior Civil Engineer	81.14	6,491.20	168,771.20	85.20	6,816.00	177,216.00	89.47	7,157.60	186,097.60	93.95	7,516.00	195,416.00	98.61	7,888.80	205,108.80
Senior Equipment Mechanic	54.19	4,335.20	112,715.20	56.89	4,551.20	118,331.20	59.74	4,779.20	124,259.20	62.74	5,019.20	130,499.20	65.88	5,270.40	137,030.40
Senior Information Technology Analyst	72.36	5,788.80	150,508.80	75.97	6,077.60	158,017.60	79.77	6,381.60	165,921.60	83.75	6,700.00	174,200.00	87.95	7,036.00	182,936.00
Senior Landscape & Parks Maintenance Worker	49.26	3,940.80	102,460.80	51.72	4,137.60	107,577.60	54.32	4,345.60	112,985.60	57.02	4,561.60	118,601.60	59.86	4,788.80	124,508.80
Senior Landscape Inspector	49.26	3,940.80	102,460.80	51.72	4,137.60	107,577.60	54.32	4,345.60	112,985.60	57.02	4,561.60	118,601.60	59.86	4,788.80	124,508.80
Senior Management Analyst	71.94	5,755.20	149,635.20	75.55	6,044.00	157,144.00	79.32	6,345.60	164,985.60	83.28	6,662.40	173,222.40	87.44	6,995.20	181,875.20
Senior Planner	70.81	5,664.80	147,284.80	74.35	5,948.00	154,648.00	78.07	6,245.60	162,385.60	81.98	6,558.40	170,518.40	86.08	6,886.40	179,046.40
Senior Street Maintenance Worker	49.27	3,941.60	102,481.60	51.73	4,138.40	107,598.40	54.32	4,345.60	112,985.60	57.03	4,562.40	118,622.40	59.89	4,791.20	124,571.20
Strategic Initiatives Manager	88.91	7,112.80	184,932.80	Range 18									106.68	8,534.40	221,894.40
Street Maintenance Worker I	40.62	3,249.60	84,489.60	42.64	3,411.20	88,691.20	44.78	3,582.40	93,142.40	47.02	3,761.60	97,801.60	49.39	3,951.20	102,731.20
Street Maintenance Worker II	44.73	3,578.40	93,038.40	46.97	3,757.60	97,697.60	49.32	3,945.60	102,585.60	51.78	4,142.40	107,702.40	54.37	4,349.60	113,089.60
Urban Forest Supervisor	57.70	4,616.00	120,016.00	60.59	4,847.20	126,027.20	63.62	5,089.60	132,329.60	66.80	5,344.00	138,944.00	70.15	5,612.00	145,912.00
Vehicle Abatement Officer	35.49	2,839.20	73,819.20	37.25	2,980.00	77,480.00	39.12	3,129.60	81,369.60	41.09	3,287.20	85,467.20	43.13	3,450.40	89,710.40

Public Works Maintenance Manager

Class Specification
Revised 9/26
Class ID: 781
Unit: MGMT
Probation: 12 Months
FLSA: Exempt

DEFINITION
Under general direction, manages, plans, organizes, directs the programs, services, personnel, and operations of the Public Works Maintenance Division including streets, fleet vehicles and equipment building and facilities, landscape and park maintenance, and other assigned maintenance functions; coordinates maintenance, construction, and installation activities with city departments, contractors, outside agencies, and the public; provides highly complex, professional, and administrative support to the Director of Public Works; and performs related duties as assigned

SUPERVISION RECEIVED AND EXERCISED
Receives general direction from the Director of Public Works. Exercises direct supervision over assigned supervisory, professional, technical, and administrative staff and provides general supervision to Maintenance Division personnel.

DISTINGUISHING CHARACTERISTICS
This single class division manager classification has responsibility for the overall planning, directing, and administering the programs, budgets, projects, contracts, operations of the Maintenance Division. The incumbent is accountable for division-wide service delivery and results and exercises substantial independent judgment in establishing operational priorities, allocating resources, administering division programs, and recommending policies and service delivery strategies.

This classification is distinguished from the Maintenance Supervisor classification in that the Maintenance Manager has broader, division-wide management responsibility.

EXAMPLES OF JOB FUNCTIONS (Illustrative Only)
Develops and implements comprehensive City-wide maintenance programs.

Plans, organizes, and directs maintenance activities related to the operation, construction, installation, maintenance and repair of public works infrastructure and assets including: street and right-of-way areas, pavement, sidewalks, curbs and gutters, landscaping, street trees and medians, storm drainage systems, traffic control markings and signs, City-owned buildings and facilities, parks and playgrounds, fleet vehicles and equipment, and street sweeping operations.

Develops and implements division goals, objectives, policies, procedures, and preventative maintenance programs; oversee safety training and work task procedures.

Serves as a technical advisor to the Director of Public Works on projects; and develops and prepares recommendations and technical reports.

Reviews work progress and effectiveness of division; establishes performance expectations; supervises, develops, coaches, trains, and evaluates assigned staff.

Directs, oversees, and participates in the development and implementation of the Maintenance Division work plan; establishes priorities, assigns work activities, projects and programs; monitors

workflow; and reviews and evaluates work products, methods, procedures, and service levels.

Receives, evaluates and processes work requests from City departments and determines priorities and methods necessary to achieve objectives; and advises management staff of work in progress, operating problems, and actual or potential delays.

Prepares and administers the Maintenance Division budget; forecasts staffing, equipment, materials and supply needs; and supports Capital Improvement Program (CIP) planning, project management, and contract administration.

Coordinates and administers activities related to various contracts and projects; coordinates projects with other City work units and outside contractors; assists in determining the need for contract assistance, prepares contract documents and specifications; participates in vendor/contractor selection; administers contracts; reviews and evaluates the work of contractors; determines contractual compliance; and reviews and approves billings and charges for services.

Exercises direct supervision over assigned supervisory, professional, technical and administrative personnel; recommends the appointment of personnel; provides or coordinates staff development training; conducts performance evaluations; addresses performance and conduct issues and implements discipline as required; maintains high standards of accountability, service, and professionalism.

Represents the division and department to outside agencies and organizations; participates in outside community and professional groups and committees; provides technical assistance as necessary.

Analyzes federal, state, and local regulations and ensures regulatory compliance; ensures division compliance with city rules, regulations, ordinances, and policies.

Researches and prepares technical, administrative, and staff reports; maintains records; prepares written correspondence; participates in and makes presentations to the City Council, boards and commissions, and professional groups.

Builds and maintains positive working relationships with co-workers, other City employees and the public using principles of good customer service.

Performs related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles, practices, methods, materials, and techniques of public works operations and maintenance related to the maintenance of streets including pavement and sidewalk, right-of-way, public buildings, parks, playgrounds, facilities, and vehicles and equipment
- Public works project procurement and contract administration; contract management practices in a public agency setting.
- Methods, standards, materials, and techniques used in maintenance of streets, pavements, sidewalks, parks, storm drainage systems and requirements such as Caltrans standards, Greenbook standard specifications for public works, Municipal Regional Water Permit regulations, Environmental reporting requirements, Building codes, buildings, fleet assets.
- Principles of project coordination, infrastructure lifecycle planning, and municipal operations service delivery.
- Principles and practices of leadership, supervision, mentoring, team building, disciplining, accountability, and conflict resolution techniques.
- Principles and practices and performance measurement, key performance measures,

workload analysis and metrics, service-level evaluation, and quality assurance
- Pertinent local, State and Federal rules, codes, regulations and laws, including safety regulations and procedures.
- Equipment, tools, and materials used in a variety of public works maintenance activities.
- Modern office procedures and computer equipment
- Principles and practices of organizational analysis and management.
- Budgeting procedures and techniques and purchasing methods and principles.
- Principles and practices of supervision, training and personnel management.
- Computerized maintenance management systems.

Skill or Ability to:
- Plan, organize, and direct all Maintenance Division programs and operations including streets, right of way, buildings, facilities, parks, and vehicle maintenance.
- Negotiate and administer and evaluate professional service and maintenance contracts in a public setting.
- Evaluate workload and staffing capacity; establish reasonable performance expectations and allocate resources effectively.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.
- Evaluate competing interests and operational priorities, consider relevant stakeholder input, and make sound recommendations and decisions.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet deadlines.
- Manage and advance multiple priorities, including large and complex projects, concurrently, on time, and within budget.
- Prepare, administer and monitor the division budget.
- On a continuous basis, analyze budget and technical reports; prepare and review staff reports; identify and interpret technical and numerical information.
- Supervise, train and evaluate personnel.
- Consistently apply various rules and procedures; and explain and interpret policy.
- Learn, understand, and apply laws, regulations, codes, policies, and procedures; observe and solve operational and technical issues; and oversee compliance with applicable occupational safety requirements
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Read, interpret, and understand blueprints, drawings, diagrams, specifications, operating instructions, and manuals.
- Gain cooperation through discussion and persuasion.
- Develop and recommend policies and procedures related to all maintenance operations.
- Interpret and apply City and department policies, procedures, rules and regulations.
- Respectfully and effectively collaborate with a variety of people of varying backgrounds and roles. Demonstrate tact, professionalism, and diplomacy.
- Respond effectively to emergency situations and coordinate operations response activities.

Education and Experience:

Any combination of education and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Possession of a Bachelor's degree from an accredited college or university in civil engineering, construction management,, business administration, public administration, or a closely related field, and five (5) years of increasingly responsible experience in public works administration or maintenance involving the care, upkeep, and construction of streets, public buildings, parks

facilities, and vehicles and equipment, including two (2) years of supervisory responsibility overseeing staff.

License and Certificate:
Possession of a valid driver license and a satisfactory driving record throughout employment.

PHYSICAL DEMANDS

Must possess mobility to work in the field; strength, stamina, and mobility to perform medium to heavy physical work, to work in confined spaces and around machines, to climb and descend ladders, to operate varied hand and power tools and construction equipment, and to operate a motor vehicle and visit various City sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone or radio. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate above-mentioned tools and equipment. Positions in this classification bend, stoop, kneel, reach, and climb to perform work and inspect work sites. Willingness and ability to respond to emergencies response and be available on call, as required. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 90 pounds, or heavier weights with the use of proper equipment and assistance from other staff.

ENVIRONMENTAL CONDITIONS

Employees work in the field and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with members of the public or with staff under emotionally stressful conditions while interpreting and enforcing departmental policies and procedures.

STAFF REPORT

Item F. 1.

DATE	09/24/2026
TO	Honorable Mayor and City Council Members
FROM	Gloria Del Rosario, Accounting Manager
SUBJECT	Year-end budget review and adoption of a resolution amending the 2024–2026 Biennial Budget and Capital Improvement Plan for fiscal year 2025–26

SUMMARY AND RECOMMENDATION

This report provides an overview of the City's preliminary unaudited General Fund financial results for Fiscal Year (FY) 2025-26, which represents the second year of the 2024-2026 Biennial Budget. It highlights major revenue and expenditure variances and recommends year-end budget adjustments necessary to align budgeted revenues and appropriations with year-end activity, adopted fiscal policies, and operational needs.

Staff recommends that the City Council adopt a Resolution amending the 2024-2026 Biennial Budget and Capital Improvement Plan for FY 2025-26, as detailed in Exhibit A.

BACKGROUND

The City Council adopted the 2024-2026 Biennial Budget and Capital Improvement Plan on June 27, 2024 (Resolution No. 11665). In accordance with standard fiscal practices, budget amendments are brought forward throughout the year to address unanticipated changes in revenues and expenditures. The City's regular practice is to present both mid-year and year-end amendments for City Council consideration. The most recent mid-year amendments were approved on March 26, 2026 (Resolution No. 11830).

FY 2025-26 is the second year of the City's biennial budget cycle. As part of the year-end review process, staff recommends several amendments to align appropriations with actual year-end activity, operational needs, available funding sources, and interfund transfers in accordance with the most current information and adopted fiscal policies. These proposed amendments reflect changes that have occurred since adoption of the Biennial Budget in June 2024.

DISCUSSION/ANALYSIS

General Fund Year-End Results

Based on preliminary unaudited year-end results, the General Fund ended FY 2025-26 with a net operating surplus of approximately $2.7 million after transfers and revenue designations. These results reflect the City's year-end close and budget true-up and remain subject to completion of the external audit.

Revenue Performance

Preliminary unaudited General Fund revenues totaled approximately $98.1 million, which is $7.9 million higher than the amended budget of $90.2 million. Key revenue variances include:

- Sales Tax and Measure GG: Bradley-Burns sales tax revenue exceeded the FY 2025-26 amended budget by approximately $1.9 million, while Measure GG transaction and use tax revenue exceeded budget by approximately $2.7 million. The favorable variances were driven largely by higher-than-anticipated receipts during the latter part of the fiscal year, including several significant one-time taxpayer payments. HdL, the City's tax consultant, reported that Measure GG, in particular, benefited from one-time business and industry payments, while underlying sales tax performance remained mixed across major business sectors. Because a portion of the favorable variance is considered nonrecurring, staff has not assumed that the same level of revenue will continue in future-year projections. Excess Measure GG revenue is designated for future capital project costs or new debt payments in accordance with the City's fiscal policies.
- Other Revenues: Increased by approximately $1.4 million, primarily due to a $0.7 million donation and higher interest earnings. Despite lower investment yields in FY 2025-26 compared to FY 2024-25, higher cash balances year over year resulted in higher investment income.
- Licenses, Permits, and Fees: Increased by approximately $0.8 million as a result of higher building construction permit, application, and plan review activity, as well as higher fees resulting from annual Consumer Price Index (CPI) adjustments incorporated into the Master Fee Schedule.
- Transient Occupancy Tax (TOT): Increased by approximately $0.5 million over the amended budget of $7.2 million, surpassing mid-year projections. Hotel occupancy at the end of FY 2025-26 was 70.4%, compared to 67.2% in the previous fiscal year. The higher revenue also reflects the first full fiscal year of Measure LL, which became effective January 1, 2025.

Expenditure Performance

Preliminary unaudited General Fund expenditures totaled approximately $86.7 million, which is approximately $3.7 million below the amended budget of $90.4 million. The favorable variance primarily reflects lower-than-budgeted non-personnel expenditures and the timing of certain services that will occur in the next fiscal year, including:

- $371,600 in materials and supplies
- $2.25 million in services
- $448,900 in utility services
- $607,300 in travel and training

General Fund Transfers and Designations

Several year-end transfers and revenue designations are proposed to align with the City's fiscal policies, address long-term obligations, and support capital funding needs.

Key Transfers:

- $1.98 million from the Paramedic Tax Fund to the General Fund for reimbursement of prior-year fire paramedic costs included in the Alameda County Fire contract.
- $2.36 million to the Emergency and Fiscal Uncertainty Reserve to maintain the City Council-approved target of 30% of General Fund operating expenditures.

Excess Revenue Designations:

- $690,000 donation.

- $5.47 million in excess Measure GG transaction and use tax revenue designated for future capital project costs or new debt payments.
- $2.21 million of Transient Occupancy Tax revenue generated from the additional 4% under Measure LL, effective January 1, 2025, designated for future capital project costs or new debt payments.

These designations reserve the identified revenues for long-term capital priorities, including anticipated debt issuance for projects such as replacement of the City's two fire stations or the new Cultural Arts Center.

General Fund Year-End Summary

Revenue Sources	FY 2025 Actual	FY 2026 Amended Budget	FY 2026 Estimated Unaudited
PROPERTY TAX	34.02	34.90	34.92
SALES TAX	17.78	16.39	18.26
MEASURE GG	11.29	7.62	10.29
TRANSIENT OCCUPANCY TAX	6.26	7.18	7.72
UTILITY USERS TAX	4.82	4.55	4.79
OTHER TAXES	2.28	2.03	2.37
LICENSES, PERMITS & FEES	12.86	12.03	12.86
OTHER REVENUES	6.66	5.48	6.90
TOTAL REVENUES	**95.97**	**90.18**	**98.10**
Expenditures by Category	**FY 2025 Actual**	**FY 2026 Amended Budget**	**FY 2026 Estimated Unaudited**
PERSONNEL	40.89	45.49	45.76
NON-PERSONNEL EXPENDITURES	19.95	25.37	21.72
ACFD FIRE SERVICES	13.48	14.73	14.37
CIVIC CENTER DEBT PAYMENTS	4.80	4.82	4.82
TOTAL EXPENDITURES	**79.12**	**90.41**	**86.68**
NET OPERATING RESULTS BEFORE TRANSFERS	**16.85**	**(0.23)**	**11.43**
Transfers In - ARPA Reimbursement	0.99	-	-
Transfer In - Capital Improvement Fund	7.00	-	-
Transfer In - Paramedic Tax Fund	-	-	1.98
Transfer In - Other	0.41	-	-
Transfer Out - Pension/OPEB Reserve fund	(2.57)	-	-
Transfer Out - Fiscal Uncertainty/Emergency Reserve	(1.49)	-	(2.36)
Transfer Out - Maintenance Reserve	(8.00)	-	-
Transfer Out - Capital Improvement Fund	(0.39)	-	-
Designated for Capital Projects	-	-	(0.69)
Excess Measure GG (Assigned)	(6.49)	(2.80)	(5.47)
TOT 4% Designated for new debt funding	(1.02)	-	(2.21)
NET OPERATING RESULTS AFTER TRANSFERS	**5.29**	**(3.03)**	**2.69**

Note: The Net Operating Results After Transfers and Designations reflect the City's preliminary unaudited year-end surplus or deficit:

- A positive amount increases the General Fund balance (surplus).
- A negative amount decreases the General Fund balance (deficit).
- Cash and Investments

Cash and Investments

Preliminary unaudited FY 2025-26 results reflect approximately $9.8 million in interest earnings from unrestricted cash and investments, with an average yield of 3.75%. This compares to $8.6 million earned in FY 2024-25 at an average yield of 4.67%. Although the average portfolio yield declined, higher average cash and investment balances resulted in greater total investment earnings.

Of the $9.8 million, approximately $4.6 million is General Fund revenue, reflecting a $0.4 million favorable variance over the amended budget. Interest earned on restricted cash is not available to support General Fund operations.

PORTFOLIO SUMMARY

Year-to-Date ended June 30, 2026

Cash and Investments	Maturity Date	Yield	Book Value	Market Value	Allocation
Unrestricted:					
CAMP Pool (liquid) [1]	Open	3.77%	$ 100,088,801	$ 100,088,801	42.5%
CAMP Term [2]	5/27/2027	3.91%	30,000,000	30,000,000	12.8%
CAMP Term [2]	6/10/2027	4.08%	25,000,000	25,000,000	10.6%
LAIF (liquid) [3]	Open	3.82%	53,252,697	53,192,648	22.6%
US Bank (checking)	Open	N/A	11,040,770	11,040,770	4.7%
Fremont Bank	Open	0.01%	209,745	209,745	0.1%
Cash Registers	Open	N/A	2,100	2,100	0.0%
Petty Cash	Open	N/A	4,000	4,000	0.0%
SUBTOTAL			219,598,113	$ 219,538,064	93.4%
Restricted:					
US Bank 2019 COP Lease Payment Fund	N/A	3.29%	11,442	11,442	0.0%
PARS Section 115 Trust [4]	N/A	0.06%	15,625,066	15,625,066	6.6%
SUBTOTAL			15,636,509	15,636,509	6.6%
TOTAL CASH AND INVESTMENTS			**$ 235,234,622**	**$235,174,573**	**100%**

Audit and Internal Controls

The FY 2025-26 year-end close and budget true-up are substantially complete, and preliminary unaudited year-end results were used to prepare this report. The City is preparing for external audit fieldwork and preparation of the Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2026.

Final financial results remain subject to audit and any resulting year-end adjustments. The ACFR is expected to be finalized by December 2026 and presented to the City Council in January 2027.

FY 2025-26 Summary of Amendments

The following year-end budget amendments are recommended to align FY 2025-26 appropriations with actual year-end activity, available funding sources, grant requirements, and capital project needs.

Operating and Other Fund Amendments:

- Increase General Fund (Fund 110) professional and consulting services appropriations by $90,000 to support the Business License Tax Update and November 2026 ballot placement.
- Increase General Fund defined benefit plan (CalPERS) pension appropriations by approximately $1.4 million to account for:
- Approximately $0.4 million for an additional FY 2024-25 Unfunded Actuarial Liability (UAL) payment billed by CalPERS during FY 2025-26.
- Approximately $1.0 million in higher pension costs than originally budgeted.
- A change in methodology to allocate additional pension costs to the Police Department based on actual Miscellaneous and Safety pension payments.
- Elimination of the 1.5% PEPRA cost share effective during FY 2025-26.
- Reallocate $45,000 in appropriations from contractual services to personnel within the Measure D Fund (Fund 215) for the Environmental Services Manager.
- Increase Waste Management Augmentation Fund (Fund 216) contractual services appropriations by $18,650 using available fund resources.
- Reallocate $202,000 of eligible police patrol personnel costs from the General Fund to the Supplemental Local Law Enforcement Grant Fund (Fund 230) to utilize available grant funding for front-line police services.
- Transfer $50,000 from the Kansen Chu AB74 Auto Theft Prevention Grant Fund (Fund 234) to the General Fund to support the City's Crime Analyst position (Year 4).
- Transfer $100,000 from the Kansen Chu grant in Fund 234 to the General Fund to support Peregrine Software License costs (Year 4).
- Transfer $55,000 from the Board of State and Community Corrections (BSCC) grant in Fund 234 to the General Fund to support costs associated with the Organized Retail Theft program.
- Transfer $8,500 in Tobacco Grant funding to the Development Cost Center to support eligible personnel costs.
- Transfer $16,673 in State of California AB 179 grant funding to the Capital Improvement Fund to support the Broadband project (CIP #1404).
- Transfer $207,724 in State of California Parks Bond Act grant funding to the Capital Improvement Fund and Maintenance Cost Center to support eligible project costs.
- Increase Fund 415 appropriations by $1,700 for higher-than-anticipated utility costs.
- Increase Fund 420 appropriations by $200 for higher-than-anticipated property tax administration fees.
- Increase Development Maintenance Fee Fund (Fund 625) personnel appropriations by $6,500 for higher-than-anticipated salary costs.
- Increase Building Maintenance Fund (Fund 704) appropriations by $40,000 for repair and maintenance services and $49,000 for utilities.
- Increase Measure B Paratransit Fund (Fund 283) professional services appropriations by $14,000 for the Meals on Wheels program.
- Increase Measure B Paratransit Fund (Fund 283) contractual services appropriations by $353,727 for Paratransit Services.

Capital Improvement Plan Amendments:

- Increase Gas Tax Fund (Fund 201) project appropriations by $31,000 for CIPA10008.FY2026, Thermoplastic Street Striping, based on year-end project costs.
- Increase Road Maintenance and Rehabilitation Account (RMRA) Fund (Fund 202) project appropriations by $1.0 million for CIPA10006.FY2025, Slurry Seal Project. The project was previously budgeted in the Gas Tax Fund.
- Increase Traffic Congestion Improvement Fund (Fund 213) project appropriations by $7,200 for the Speed Limit and Traffic Study using available funding.
- Increase Measure B Local Streets and Roads Fund (Fund 281) project appropriations by $30,000 for CIPA10007.FY2026.
- Increase Measure BB Local Streets and Roads Fund (Fund 284) project appropriations by $300,000 for CIPA10007.FY2026.
- Increase Measure BB Bike and Pedestrian Fund (Fund 285) project appropriations by $70,000 for CIPA10007.FY2026.
- Increase Measure BB Bike and Pedestrian Fund (Fund 285) project appropriations by $421,000 for CIPA10001.FY2026, Annual Citywide Accessible Pedestrian Ramps.
- Reallocate $95,000 of project appropriations for CIPA10001.FY2026, Annual Citywide Accessible Pedestrian Ramps, from the Measure B Paratransit Fund (Fund 283) to the Measure BB Bike and Pedestrian Fund (Fund 285).

FISCAL IMPACT

The recommended amendments included in the year-end review will revise FY 2025-26 budgeted revenues and appropriations across various City funds, as detailed in Exhibit A.

Based on preliminary unaudited year-end results, the General Fund recognized approximately $98.1 million in revenues and $86.7 million in expenditures and ended FY 2025-26 with a net operating surplus of approximately $2.7 million after transfers and revenue designations. Final financial results remain subject to completion of the external audit and any resulting year-end adjustments.

STRATEGIC PRIORITY AREA

Boost Financial Resilience and Excellence in Service Delivery

REVIEW AND APPROVAL

Prepared by - Gloria del Rosario, Deputy Finance Director
Reviewed by - Krysten Lee, Finance Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Attachment 1: Resolution

Attachment 2: Exhibit A - Year End Budget Amendments FY 2026

Attachment 3: FY2025-26 Year End Presentation to City Council

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING THE 2024-2026 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2025-26

WHEREAS, the 2024-2026 Biennial Budget and Capital Improvement Plan was adopted by the City Council via Resolution No. 11,665 on June 27, 2024; and

WHEREAS, as part of the year-end budget review for Fiscal Year 2025-26, staff has identified and proposed amendments to align budgeted revenues and appropriations with year-end activity, available funding sources, operational needs, interfund transfers, and capital project requirements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the document entitled "2024-2026 Biennial Budget and Capital Improvement Plan of the City of Newark," adopted by Resolution No. 11,665 on June 27, 2024, and subsequently amended, is hereby further amended for Fiscal Year 2025-26 as set forth in Exhibit A, attached hereto and incorporated herein by reference.

Exhibit A
FY2025-26 Year-End Amendments

FUND	DEPT	DIV	PROG	ACCT	PROJECT	ACCOUNT DESCRPTION	DR	CR	NOTES
111	00	000	000	9999		Transfer Out	1,976,000	-	Transfer Paramedic Tax funding to General Fund as reimbursement for paramedic costs incurred
110	00	000	000	4999		Transfer In	-	1,976,000	Transfer Paramedic Tax funding to General Fund as reimbursement for paramedic costs incurred
110	00	000	000	9999		Transfer Out	2,356,000	-	Transfer from General fund to Emergency and Fiscal Uncertainty Reserves to maintain reserves at 30% of General Fund Operating Expenditures
101	00	000	000	4999		Transfer In	-	1,178,000	Transfer from General fund to Emergency and Fiscal Uncertainty Reserves to maintain reserves at 30% of General Fund Operating Expenditures
102	00	000	000	4999		Transfer In	-	1,178,000	Transfer from General fund to Emergency and Fiscal Uncertainty Reserves to maintain reserves at 30% of General Fund Operating Expenditures
110	20	020	200	6220		Professional and Consulting Services	90,000	-	Add budget for Business License Tax Revenue Measure consultants support
110	30	030	300	5510		Defined Benefit Plan (CalPERS)	130,000	-	Add budget for Pension Expense which increased due to additional pension payment for FY 2025, higher cost than budgeted, change in allocation methology, and elimination of PEPRA cost share
110	30	031	310	5510		Defined Benefit Plan (CalPERS)	1,300,000	-	Add budget for Pension Expense which increased due to additional pension payment for FY 2025, higher cost than budgeted, change in allocation methology, and elimination of PEPRA cost share
110	30	032	320	5510		Defined Benefit Plan (CalPERS)	225,000	-	Add budget for Pension Expense which increased due to additional pension payment for FY 2025, higher cost than budgeted, change in allocation methology, and elimination of PEPRA cost share
110	20	020	200	5510		Defined Benefit Plan (CalPERS)	-	60,000	Reduce budgeted pension expense
110	20	021	200	5510		Defined Benefit Plan (CalPERS)	-	75,000	Reduce budgeted pension expense
110	80	080	800	5510		Defined Benefit Plan (CalPERS)	-	80,000	Reduce budgeted pension expense
215	60	063	631	5110		Salaries	33,000	-	Reclass budget for portion of Environmental Svcs. Manager charged to Measure D Fund
215	60	063	631	5510		Defined Benefit Plan (CalPERS)	12,000	-	Reclass budget for portion of Environmental Svcs. Manager charged to Measure D Fund
215	60	063	631	6221		Contractual Services	-	45,000	Transfer budget to personnel accounts
216	60	063	631	6221		Contractual Services	18,650	-	Add budget to utilize available funding from Waste Management Augmentation fund
230	30	031	310	5110		Salaries	202,000	-	Reclass Police personnel cost to Supplemental Local Law Grant
110	30	031	310	5110		Salaries	-	202,000	Reclass Police personnel cost to Supplemental Local Law Grant

Exhibit A
FY2025-26 Year-End Amendments

FUND	DEPT	DIV	PROG	ACCT	PROJECT	ACCOUNT DESCRPTION	DR	CR	NOTES
234	00	000	000	9999		Transfer Out	50,000	-	Transfer Board of State and Cummunity Corrections (BSCC -Kansen Chu) grant for Crime Analyst to General Fund to support Crime Analyst position (Year 4)
110	00	000	000	4999		Transfer In	-	50,000	Transfer Board of State and Cummunity Corrections (BSCC -Kansen Chu) grant for Crime Analyst to General Fund to support Crime Analyst position (Year 4)
234	00	000	000	9999		Transfer Out	100,000	-	Transfer BSCC -Kansen Chu grant to General Fund to support Peregrine Software License costs (Year 4)
110	00	000	000	4999		Transfer In	-	100,000	Transfer BSCC -Kansen Chu grant to General Fund to support Peregrine Software License costs (Year 4)
234	00	000	000	9999		Transfer Out	55,000	-	Transfer BSCC Grant funding to support costs for the Organized Retail Theft (ORT) program
110	00	000	000	4999		Transfer In	-	55,000	Transfer BSCC Grant funding to support costs for the Organized Retail Theft (ORT) program
492	00	000	000	9999		Transfer Out	8,500	-	Transfer Tobacco Grant funding to Development Cost Center to support personnel costs
120	00	000	000	4999		Transfer In	-	8,500	Transfer Tobacco Grant funding to Development Cost Center to support personnel costs
492	00	000	000	9999		Transfer Out	16,673	-	Transfer State of CA AB179 Grant Funding to CIP fund to support Broadband CIP project #1404 project costs
610	00	000	000	4999		Transfer In	-	16,673	Transfer State of CA AB179 Grant Funding to CIP fund to support Broadband CIP project #1404 project costs
492	00	000	000	9999		Transfer Out	207,724	-	Transfer State of CA Parks Bond Act Grant Funding to CIP and Maintenance cost center to support project costs
610	00	000	000	4999		Transfer In	-	198,628	Transfer State of CA Parks Bond Act Grant Funding to CIP and Maintenance cost center to support project costs
140	00	000	000	4999		Transfer In		9,096	Transfer State of CA Parks Bond Act Grant Funding to CIP and Maintenance cost center to support project costs
415	60	068	682	6300		Utilities	1,700	-	Add budget for higher than budgeted utilities cost
420	60	068	682	6270		Property Tax Administrative Fees	200	-	Add budget for higher than budgeted Property Tax Administrative fees
625	50	054	540	5110		Salaries	6,500	-	Add budget for slightly higher than budgeted salary costs
704	87	704	672	6251		Repair and Maintenance Services	40,000	-	Add budget for higher than budgeted repair and maintenance service costs
704	87	704	673	6300		Utilities	49,000	-	Add budget for higher than budgeted utilities cost
201	90	090	901	6221	CIPA10008.FY2026	Contractual Services	31,000	-	Add project budget for CIPA10008.FY2026 Thermoplastic Street Striping
202	90	090	901	6221	CIPA10006.FY2025	Contractual Services	1,000,000		Add project budget for CIPA10006.FY2025 Slurry Seal Project
213	90	090	901	6221		Contractual Services	7,200		Add Budget to Traffic Congestion Improvement Fund for Speed Limit and Traffic Study Professional Services

Exhibit A

FY2025-26 Year-End Amendments

FUND	DEPT	DIV	PROG	ACCT	PROJECT	ACCOUNT DESCRPTION	DR	CR	NOTES
283	70	075	755	6220		Consultant/Professional Services	14,000	-	Add Budget for Meals on Wheels program; utilizing Measure B funding
283	70	075	755	6221		Contractual Services	353,727	-	Add Budget for FY2025-26 Paratransit Services
281	90	090	901	6221	CIPA10007.FY2026	Contractual Services	30,000	-	Add project budget for CIPA10007 Annual Curb, Gutter, and Sidewalk Replacement Program
284	90	090	901	6221	CIPA10007.FY2026	Contractual Services	300,000	-	Add project budget for CIPA10007 Annual Curb, Gutter, and Sidewalk Replacement Program
285	90	090	901	6221	CIPA10007.FY2026	Contractual Services	70,000	-	Add project budget for CIPA10007 Annual Curb, Gutter, and Sidewalk Replacement Program
285	90	090	901	6221	CIPA10001.FY2026	Contractual Services	421,000	-	Add project budget for Annual Citywide Accessible Pedestrian Ramps
285	90	090	901	6221	CIPA10001.FY2026	Contractual Services	95,000	-	Reclass project budget for CIPA10001 Annual Citywide Accessible Pedestrian Ramps to Measure BB Bike/Ped
283	90	090	901	6221	CIPA10001.FY2026	Contractual Services	-	95,000	Reclass project budget for CIPA10001 Annual Citywide Accessible Pedestrian Ramps to Measure BB Bike/Ped



FY 2025-26
Year-End Budget Review

September 24, 2026

FY 2025-26 Year-End Budget Update

- FY 2025-26 marks the second year of the Biennial Budget Cycle
- 2024-2026 Biennial Budget and CIP adopted June 27, 2024
- Mid-Year adjustments approved March 26, 2026
- Year-end adjustments align appropriations with actual results and policy goals
- Reinforces Newark's commitment to fiscal responsibility and transparency

General Fund Estimated Year-End Results

- $2.69M General Fund estimated net operating surplus
- Driven by stronger-than expected revenues, prudent spending, and one-time transfer
- Reflects Newark's commitment to conservative budgeting and long-term financial stability

FY 2025-26 Revenue Highlights

- General Fund Revenue: $98.1M (+$7.92M above budget)
  - Sales Tax and Measure GG: + $4.53M
  - Other Revenues:
    Investment Earnings + $0.5M
    Donation + $0.69M
  - License, Permits, and Fees: + $0.8M
  - Transient Occupancy Tax (TOT): + $0.5M

FY 2025-26 Revenue Highlights

Revenue Sources	FY 2024-25 Actual	FY 2025-26 Amended Budget	FY 2025-26 Estimated Unaudited	YOY %
PROPERTY TAX	34.02	34.90	34.92	2.65%
SALES TAX	17.78	16.39	18.26	2.70%
MEASURE GG	11.29	7.62	10.29	-8.86%
TRANSIENT OCCUPANCY TAX	6.26	7.18	7.72	23.32%
UTILITY USERS TAX	4.82	4.55	4.79	-0.62%
OTHER TAXES	2.28	2.03	2.36	3.51%
LICENSES, PERMITS & FEES	12.86	12.03	12.86	0.00%
OTHER REVENUES	6.66	5.48	6.90	3.60%
TOTAL REVENUES	**95.97**	**90.18**	**98.10**	**2.22%**

FY 2025-26 Expenditure Highlights

- Personnel: $45.76M (+$27K over $45.49M budget)
- Non-Personnel Savings: $21.72 (-$3.65M under $25.37M budget)

Expenditures by Category	FY 2024-25 Actual	FY 2025-26 Amended Budget	FY 2025-26 Estimated Unaudited	YOY%
PERSONNEL	40.89	45.49	45.76	11.91%
NON-PERSONNEL EXPENDITURES	19.95	25.37	21.72	8.87%
ACFD FIRE SERVICES	13.48	14.73	14.38	6.68%
CIVIC CENTER DEBT PAYMENTS	4.80	4.82	4.82	0.42%
TOTAL EXPENDITURES	**79.12**	**90.41**	**86.68**	**9.56%**

Strategic Year-End Transfers & Designations

- Year-End Transfers:
  - $2.36M to Emergency & Fiscal Uncertainty Reserve
  - $1.98M from Paramedic Tax Fund
- Revenue Designations for the Future:
  - $5.47M in Measure GG for future capital projects
  - $2.21M in TOT for future capital projects
  - $0.69M donation earmarked for capital project

Estimated General Fund Reserves as of June 30, 2026

- Reserve levels reviewed annually in accordance with policy
- Emergency and Fiscal Uncertainty Reserve maintained at 30% of General Fund Operating and Debt Expenditures

RESERVE FUNDS	Amount ($ Millions)
Emergency and Fiscal Uncertainty	25.96
Pension and OPEB	2.54
Section 115 Trust	15.63
Equipment Replacement	6.20
Maintenance	8.00
Unassigned Fund Balance	5.00

Policy Target: 30%

Audit & Transparency

- FY 2025-26 Audit in progress
- ACFR to be presented to City Council in early 2027
- FY 2024-25 GFOA Certificate Achievement for Excellence in Financial Reporting
- Transparent and compliant with GFOA standards

FY 2025-26 Year End Summary

Year-end review affirms that the City of Newark continues to:

- Operate within its means to deliver essential services
- Plans responsibly for the future
- Maintains strong reserves

- Staff recommends adoption of the resolution amending the FY 2025-26 Budget and Capital Improvement Plan, as outlined in Exhibit A.

FY 2025-26 Year End Budget Update

Questions?

STAFF REPORT

Item H. 1.

DATE	09/24/2026
TO	Honorable Mayor and City Council Members
FROM	Neetu Salwan, City Clerk
SUBJECT	Adopt a resolution approving the Mayor's appointment to the Public Art Committee

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Background

A vacancy occurred on the Public Art Committee (PAC) due to Committee Member Kristina Garcia Santiago's absence from all PAC meetings since the Committee was established. The PAC has held four meetings to date: May 27, June 24, July 28, and September 15, 2026.

Pursuant to Newark Municipal Code Section 2.14.050, a committee member's seat is automatically vacated when the member has more than three unexcused absences during any consecutive six-month period.

Recruitment and Appointment Process

The initial vacancies for the nine PAC appointments were advertised, during which the City received 26 applications. Mayor Hannon interviewed the applicants and initially identified nine qualified candidates for consideration by the City Council.

The Mayor subsequently revisited the list of qualified applicants and recommends Mariana Lucchesi Leite Naveca for appointment to the PAC to fill the current vacancy. If approved, Ms. Naveca will serve a four-year term. Committee members serve without compensation.

Members may be reappointed, subject to the Mayor's appointment and City Council approval.

Recommendation

It is recommended that the City Council adopt a resolution approving the Mayor's appointment of Mariana Lucchesi Leite Naveca to the Public Art Committee for a term expiring September 24, 2030.

Attachments

Attachment 1: Resolution

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING THE MAYOR'S APPOINTMENTS TO THE PUBLIC ART COMMITTEE

WHEREAS, the City Clerk advertised vacancies for members on the Public Art Committee pursuant to Newark Municipal Code Chapter 2.14; and

WHEREAS, the Mayor of the City of Newark has considered the applications; and

WHEREAS, the Mayor of the City of Newark has appointed Mariana Lucchesi Leite Naveca to the Public Art Committee for a term expiring September 25, 2030; and

NOW, THEREFORE, BE IT RESOLVED that said appointment is hereby approved by the City Council of the City of Newark.