

**CITY OF MURRIETA  
Council Chambers  
1 Town Square  
Murrieta, CA 92562**



**Tuesday, February 4, 2025  
4:30 PM CLOSED SESSION  
6:00 PM REGULAR MEETING**

The City of Murrieta intends to comply with the Americans with Disabilities Act (ADA). Persons with special needs should call the City Clerk Department at (951) 461-6031 or email at [CityClerk@murrietaca.gov](mailto:CityClerk@murrietaca.gov) at least 72 hours in advance. Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the public counter at City Hall located at 1 Town Square, Murrieta, CA during normal business hours.

Any presentation requiring the use of the City of Murrieta's equipment must be submitted to the City Clerk's department 72 hours prior to the scheduled City Council meeting at City Hall located at 1 Town Square, Murrieta, CA; via email at [CityClerk@MurrietaCA.gov](mailto:CityClerk@MurrietaCA.gov) or call (951) 461-6031. Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the public counter at City Hall located at 1 Town Square, Murrieta, CA during normal business hours.

**Cindy Warren  
Mayor**

**Jon Levell  
Mayor Pro Tem**

**Lisa DeForest  
Council Member**

**Lori Stone  
Council Member**

**Ron Holliday  
Council Member**

**Justin Clifton, City Manager  
Tiffany Israel, City Attorney  
Cristal McDonald, City Clerk**

**MURRIETA CITY COUNCIL (CC)  
MURRIETA COMMUNITY SERVICES DISTRICT (CSD)  
MURRIETA FIRE DISTRICT (FD)  
MURRIETA LIBRARY BOARD (LB)  
MURRIETA REDEVELOPMENT SUCCESSOR AGENCY (RSA)  
MURRIETA HOUSING AUTHORITY (HA)  
MURRIETA FINANCING AUTHORITY (FA)**

**YOU MAY VIEW THE MEETING LIVESTREAMED VIA THE CITY'S WEBSITE AT  
<https://murrieta.legistar.com/Calendar.aspx>**

**4:30 PM CLOSED SESSION**

**CALL TO ORDER**

**ROLL CALL**

**PUBLIC COMMENTS - CLOSED SESSION ITEMS ONLY**

**ANNOUNCEMENT OF CLOSED SESSION ITEMS**

**CLOSED SESSION**

**CS1.** Conference with Labor Negotiators

The City Council will conduct a closed session, pursuant to Government Code Section 54957.6, with the City Manager, the City Attorney, and the City's negotiators, regarding labor negotiations with (1) the Murrieta General Employees' Association; (2) the Murrieta Supervisors' Association; (3) the Murrieta Police Officers Association; (4) the Murrieta Police Management Association; (5) the Murrieta Firefighters Association; (6) the Murrieta Fire Management Association; and (7) the Murrieta Management, Professional and Confidential Employees.

**CS2.** Conference with Legal Counsel - Anticipated Litigation

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: 2 Cases.

**CS3.** Conference with Legal Counsel - Anticipated Litigation

The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(4), because the City is considering whether to initiate litigation: 1 Case.

**RECESS TO CLOSED SESSION**

**6:00 PM REGULAR MEETING**

**CALL TO ORDER**

**ANNOUNCEMENT OF CLOSED SESSION ACTION**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

**PRESENTATIONS**

Commission & Committee Members Recognition

**APPROVAL OF AGENDA****CITY MANAGER - ADMINISTRATIVE UPDATE**

City Manager Administrative Updates is the opportunity for the City Manager to provide community updates, as well as Department or Commission announcements on current or upcoming projects.

Community Update: Cristina Davies, Public Information Officer

**GOVERNING BODY COMMISSION/COMMITTEE/BOARD (CCB) REPORTS**

Governing Body CCB Reports is the opportunity for the City Council to provide a brief report on conferences, seminars, and Commission, Committees, and/or Boards meeting attendance. Reports shall not exceed three minutes. The City Clerk will use the computerized timer.

**PUBLIC COMMENTS (NON-AGENDA)**

At this time any person may address the governing bodies on any subject pertaining to City business, which does not relate to any item listed on the printed agenda. Normally no action may be considered or taken by the governing bodies on any matter not listed on the agenda. Each speaker will be limited to three minutes.

**CONSENT CALENDAR - APPROVAL OF ITEMS 1 – 5**

All matters listed on the Consent Calendar are to be considered routine by the governing bodies, and will be enacted by one motion in the form listed. There will be no discussion of these items unless, before the governing body votes on the motion to adopt, specific items are removed from the Consent Calendar for separate motions.

**1. Waive Reading of All Ordinance Adoptions on the Agenda and Read by Title Only****Recommended Action:**

Waive reading, by title only, of all Ordinances and Resolutions. Said Ordinances and Resolutions which appear on the public agenda shall be determined to have been read by title and further reading waived.

**2. Check Register December 2024****Recommended Action:**

Adopt a Resolution 25-4804 entitled: *A Resolution of the City Council of the City of Murrieta, California, Ratifying the Check Register for the Month of December 2024 in the amount of \$3,650,833.94 (Check Numbers 162574-162900).*

**3. Cisco SmartNet Software License and Support Services**Recommended Action:

Authorize the use of Cooperative Agreement #2018011-02 to Purchase SmartNet services and authorize SHI International Corp (SHI) to administer the agreement;

Authorize the use of the Cisco Master Agreement;

Approve an agreement with SHI in an amount not to exceed \$73,492.94, for Fiscal Year 2024/25; and

Authorize the City Manager to execute the agreement with SHI and approve amendments, during its term, not to exceed \$75,000.

**4. Approve First Amendment to License Agreement with Newman Hospitality Group for Special Event Management Services for Town Square Park Amphitheater**Recommended Action:

Authorize the City Manager to execute a First Amendment to the License Agreement with Newman Hospitality Group, LLC, for special event management services at the Town Square Park Amphitheater.

**5. Approval of the Master Services Agreement with OpenGov for Transparency Portal Services**Recommended Action:

Approval of a Master Service Agreement with OpenGov for Transparency Portal Services, retroactively effective to October 1, 2023;

Amend the Fiscal Year 2024/25 Operating Budget by establishing an appropriation of \$770, to account for the annual software price adjustment; and

Authorize the City Manager to execute the agreement.

**PULLED CONSENT CALENDAR ITEMS**

**DISCUSSION**

6. Resolutions of Intention for Formation of Community Facilities District No. 2025-1 (Safety Services) of the City of Murrieta, Community Facilities District No. 2025-2 (Maintenance Services) of the City of Murrieta, and Community Facilities District No. 2025-3 (Discovery Village) of the City of Murrieta

Recommended Action:

Adopt Resolution No. 25-4805 entitled: *A Resolution of the City Council of the City of Murrieta Declaring its Intention to Establish Community Facilities District No. 2025-1 (Safety Services) of the City of Murrieta, to Authorize the Levy of a Special Tax on Property Within the District to Pay the Costs of Providing Public Safety Services;*

Adopt Resolution No. 25-4806 entitled: *A Resolution of the City Council of the City of Murrieta Declaring its Intention to Establish Community Facilities District No. 2025-2 (Maintenance Services) of the City of Murrieta, to Authorize the Levy of a Special Tax on Property Within the District to Pay the Costs of Providing Public Maintenance Services;*

Adopt Resolution No. 25-4807 entitled: *Resolution of Intention of the City Council of the City of Murrieta to Established Community Facilities District No. 2025-3 (Discovery Village) of the City of Murrieta, to Authorize the Levy of a Special Tax to Pay the Costs of Acquiring or Constructing Certain Facilities and to Pay Debt Service on Bonded Indebtedness;*

Adopt Resolution No. 25-4808 entitled: *Resolution of Intention of the City Council of the City of Murrieta To Incur Bonded Indebtedness in an Amount Not to Exceed \$27,500,000 Within Proposed Community Facilities District No. 2025-3 (Discovery Village) Of The City Of Murrieta;* and

Approve a Reimbursement Agreement regarding the Community Facilities District No 2025-3 (Discovery Village) and authorize the City Manager to execute the agreement.

7. Proposed Resolution Declaring the City's Stance against Antisemitism

Recommended Action:

Review, discuss, and consider the adoption of proposed Resolution 25-4809, drafted by Council Member Stone at the direction of the City Council, and revised by staff, entitled: *A Resolution of the City Council of the City of Murrieta, California, Declaring the City's Stance against Antisemitism;* and

Discuss and consider providing staff with additional direction on actions intended to address antisemitism.

**NOTIFICATIONS****GOVERNING BODY ANNOUNCEMENTS**

Governing Body Announcements is the opportunity for the City Council to provide miscellaneous reports and announcements. Announcements shall not exceed two minutes. The City Clerk will use the computerized timer.

**COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS**

**ADJOURNMENT**



# CITY OF MURRIETA

## City Council Meeting Agenda Report

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2/4/2025  
Agenda Item No. CS1.

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**Subject:**

**Conference with Labor Negotiators**

The City Council will conduct a closed session, pursuant to Government Code Section 54957.6, with the City Manager, the City Attorney, and the City's negotiators, regarding labor negotiations with (1) the Murrieta General Employees' Association; (2) the Murrieta Supervisors' Association; (3) the Murrieta Police Officers Association; (4) the Murrieta Police Management Association; (5) the Murrieta Firefighters Association; (6) the Murrieta Fire Management Association; and (7) the Murrieta Management, Professional and Confidential Employees.



# CITY OF MURRIETA

## City Council Meeting Agenda

### Report

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2/4/2025  
Agenda Item No. CS2.

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**Subject:**

Conference with Legal Counsel - Anticipated Litigation

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: 2 Cases.





# CITY OF MURRIETA

## City Council Meeting Agenda

### Report

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2/4/2025  
Agenda Item No. CS3.

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**Subject:**

Conference with Legal Counsel - Anticipated Litigation

The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(4), because the City is considering whether to initiate litigation: 1 Case.



# CITY OF MURRIETA

## City Council Meeting Agenda Report

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2/4/2025  
Agenda Item No. 1.

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TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Cristal McDonald, City Clerk

PREPARED BY: Kimberly Ramirez, Deputy City Clerk

SUBJECT: Waive Reading of All Ordinance Adoptions on the Agenda and Read by Title  
Only

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### **RECOMMENDATION**

Waive reading, by title only, of all Ordinances and Resolutions. Said Ordinances and Resolutions which appear on the public agenda shall be determined to have been read by title and further reading waived.



# CITY OF MURRIETA

## City Council Meeting Agenda Report

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2/4/2025  
Agenda Item No. 2.

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TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Javier Carcamo, Finance Director

PREPARED BY: Missy Matula, Accounting Specialist

SUBJECT: Check Register December 2024

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### **RECOMMENDATION**

Adopt a Resolution 25-4804 entitled: *A Resolution of the City Council of the City of Murrieta, California, Ratifying the Check Register for the Month of December 2024 in the amount of \$3,650,833.94 (Check Numbers 162574-162900).*

### **CITY COUNCIL GOAL**

Maintain a high performing organization that values fiscal sustainability, transparency, accountability and organizational efficiency.

### **ATTACHMENTS**

1. Resolution No. 25-4804

**RESOLUTION NO. 25-4804**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
MURRIETA, CALIFORNIA, RATIFYING THE CHECK REGISTER FOR  
THE MONTH OF DECEMBER 2024**

**WHEREAS**, Sections 3.12.060 and 3.12.080 of the Murrieta Municipal Code and California Government Code Section 37208 allow prepayment of demands prior to City Council approval with ratification by the City Council at the next City Council meeting.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MURRIETA,  
CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** That the check register in the amount of \$3,650,833.94 (Check Numbers 162574-162900), attached as Exhibit A, for the month of December 2024 is hereby approved.

**PASSED, APPROVED, AND ADOPTED** this 4th day of February, 2025.

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Cindy Warren, Mayor

ATTEST:

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Cristal McDonald, City Clerk

APPROVED AS TO FORM:

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Tiffany Israel, City Attorney

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE )§  
CITY OF MURRIETA )

I, Cristal McDonald, City Clerk of the City of Murrieta, California, do hereby certify that the foregoing Resolution No. 25-4804 was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 4th day of February, 2025, and was signed by the Mayor of the said City, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Cristal McDonald, City Clerk

# Exhibit A

## City of Murrieta Check Register

Check #	Date	Vendor	Inv #	Description	Amount Paid
00162574	12/05/24	V002747	Chamith Inc. 032942	Vending Services (Flavia)	1,024.75
			032943	Vending Services (Drinks)	96.79
Check Total:					1,121.54
00162575	12/05/24	V003581	Airgas USA LLC 9155945224	S2-8 CL Oxygen Delivered	175.49
Check Total:					175.49
00162576	12/05/24	V005531	Alert All Corp W41325	Pub Ed Supplies	2,354.44
Check Total:					2,354.44
00162577	12/05/24	V000069	All Safe Fire Extinguisher Co 34082	Annual fire extngshr- Aside	1,388.61
			34083	Annual fire extngshr- Bside	362.59
Check Total:					1,751.20
00162578	12/05/24	V005121	American Eagle Trophies 12821	Employee Name Plate & Title	48.94
			12844	Engrave (8) Thermal Cups	130.50
			12894	AccountabilityTags&LockerNames	347.57
Check Total:					527.01
00162579	12/05/24	V000102	Animal Friends of The Valleys Inc DEC 2024	Animal Control Services Dec 24	10,000.00
			OCT 2024	Animal Control Services Oct 24	10,000.00
Check Total:					20,000.00
00162580	12/05/24	V004342	Biddle Consulting Group Inc 79572	Criticall SFTWRE RNWL to 12/25	2,516.00
Check Total:					2,516.00
00162581	12/05/24	V000222	Califa Group 7850	Creativebug Sub Dec24-Nov25	3,780.00
Check Total:					3,780.00
00162582	12/05/24	V000203	Temcal Development Ctr 1339	Fleet Carwash-October	18.00
			1342	Pool vehicle wash service	18.00
Check Total:					36.00
00162583	12/05/24	V004825	Charter Communications Operating LLC 188841201112124	Utilities-Telephone	23.05
			188843901112124	PD Internet 11/25-12/24	1,299.00
			188844101112124	CH Break Room TV 11/25-12/24	95.11
Check Total:					1,417.16
00162584	12/05/24	V004772	Cintas First Aid 25237026608	Annex First Aid Kit Refills	112.43
			25237026608C	CR Entry correction	-112.43
			52409225409	FIRST AID REFILLS YC CH	722.84

**User:** Missy Matula  
**Report:** AP3018RV1- Detail Check

**Current Date:** 01/02/2025  
**Current Time:** 10:58:29

**City of Murrieta  
Check Register**

Check #	Date	Vendor	Inv #	Description	Amount Paid
			52409225409C	CR Entry correction	-722.84
			5240925409	FIRST AID REFILLS YC CH	722.84
				Check Total:	722.84
00162585	12/05/24	V000280	Computer Alert Systems Inc		
			122035	Admin-Qrtrly Alarm Monitoring	180.00
			122035	S4-Quarterly Alarm Monitoring	180.00
				Check Total:	360.00
00162586	12/05/24	V004379	CoreLogic Solutions LLC		
			30748941	Finance requests addition to	846.00
				Check Total:	846.00
00162587	12/05/24	V005507	County of Riverside		
			PU0000005994	OCT'24 MAIL SVCS	246.24
				Check Total:	246.24
00162588	12/05/24	V004368	CSG Consulting Inc		
			F241330	Fire Plan Review Svc	391.13
				Check Total:	391.13
00162589	12/05/24	V000337	Data Ticket Inc		
			71662	FTB Collections Oct24	74.40
				Check Total:	74.40
00162590	12/05/24	V000355	Dewey Pest Control		
			17074732	S3 Rodent Control-December Svc	55.00
			17102375	S1/S2-Pest Control-Dec Svc	154.00
			17109927	S3/S4 Pest Control-DecemberSvc	157.00
			17109929	S5-Pest Control-December Svc	99.00
				Check Total:	465.00
00162591	12/05/24	V004436	Empire Engraving		
			0403	SWAT NAME PLATES (6)	117.45
				Check Total:	117.45
00162592	12/05/24	V004802	Enterprise Fleet Management Inc		
			644199-110624	sale of unit 960	250.00
				Check Total:	250.00
00162593	12/05/24	V005513	Event Services LLC		
			111124CIOFMUVEDABarricades-Veterans Day		1,995.00
				Check Total:	1,995.00
00162594	12/05/24	V002821	Frontier California Inc		
			304-1068 11/24	PD Lines 11/22-12/21	446.57
			600-2886 11/24	Fire Station 1 11/16-12/15	304.67
			600-5836 11/24	CSD Copper Canyon 11/16-12/15	226.50
			677-2428 11/24	Murrieta Fire FIOS 11/22-12/21	318.82
			696-8117 11/24	Fire EOC Lines 11/19-12/18	677.27
			698-1286 11/24	CSD COSP 11/16-12/15	90.79
			698-4226 11/24	CH Alarms Lines 11/16-12/15	152.51

**User:** Missy Matula  
**Report:** AP3018RV1- Detail Check

**Current Date:** 01/02/2025  
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**City of Murrieta  
Check Register**

Check #	Date	Vendor	Inv #	Description	Amount Paid
			698-4507 11/24	MIC Line 11/19-12/18	152.55
			698-6746 11/24	Cal Oaks Sprts Pk 11/16-12/15	276.03
			698-7196 11/24	Alta Murrieta 11/16-12/15	150.61
			698-8977 11/24	Fire Station #2 11/19-12/18	176.84
			894-2141 11/24	PD FIOS CalChapel 11/18-12/17	140.35
				Check Total:	3,113.51
00162595	12/05/24	V000443	Gardner Company Inc 106062	monthly HVAC PM	4,366.66
				Check Total:	4,366.66
00162596	12/05/24	V004273	Rancho Ford Inc 3276577	Fleet Repair for 22-01	399.76
			3278284	Fleet Repair for 24-13	2,413.37
			3278286	Fleet Repair for 24-12	2,413.37
			3279005	Fleet Repair for 22-02	229.36
			3279149	Fleet Repair for 21-01	190.00
				Check Total:	5,645.86
00162597	12/05/24	V004973	Gryphon Fitness Studio LLC A-112024	Combined Archery - Nov	1,292.00
			F-112024	Combined Fencing - Nov	1,270.50
				Check Total:	2,562.50
00162598	12/05/24	V002923	Hinderliter de Llamas & Associates SIN045370	Payment Processing 09/2024	105.06
				Check Total:	105.06
00162599	12/05/24	V003934	Howroyd Wright Employment Agency Inc 01-6974672	Alejandra Ramirez staff svcs	1,276.80
				Check Total:	1,276.80
00162600	12/05/24	V003632	Ingram Library Services Inc 84875715	Collection Development Books	154.79
				Check Total:	154.79
00162601	12/05/24	V005436	Inland Fleet Solutions Inc 8347	B1-PM Svc & Elect Diagnosis	1,396.02
			8352	E3-Front Air Brake Hoses	87.28
				Check Total:	1,483.30
00162602	12/05/24	V003880	Johnson Equipment Co 9085	Command Veh. Lightbar & Lights	3,738.39
				Check Total:	3,738.39
00162603	12/05/24	V000604	Life Assist Inc 1531872	Paramedic Medical Supplies	1,494.04
				Check Total:	1,494.04
00162604	12/05/24	V005795	Most Dependable Fountains Inc INV81030	2440 SMSS ADA Drinking	6,726.20
				Check Total:	6,726.20

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**City of Murrieta  
Check Register**

Check #	Date	Vendor	Inv #	Description	Amount Paid
00162605	12/05/24	V005175	Boyer, Wayne 2282	D.SPOELSTRA UNIFORM	909.13
					Check Total: 909.13
00162606	12/05/24	V004782	Auto Parts Pros LLC 140595	Mech Shop-Simple Green Cleaner	73.37
					Check Total: 73.37
00162607	12/05/24	V004746	NV5 Inc 418823	Proj #21018. Site design Oct24	1,415.00
					Check Total: 1,415.00
00162608	12/05/24	V005768	Primex Clinical Laboratories Inc 3097401	MFR Health & Fitness Testing	625.82
					Check Total: 625.82
00162609	12/05/24	V005291	Priority Building Services LLC 94627 94628 94632	Nov jani-city hall, MIC, PW Yd Admin Janitorial Service-Nov Nov janitorial-Jeff annex	6,549.49 775.22 3,386.00
					Check Total: 10,710.71
00162610	12/05/24	V002755	Prudential Overall Supply 132287364	PW uniform service	81.84
					Check Total: 81.84
00162611	12/05/24	V000790	Public Entity Risk Managment Auth INV332	Liability Trust Acct. Dep. Q2	201,290.00
					Check Total: 201,290.00
00162612	12/05/24	V000817	Rancho California Water District 3047339 09/24 3051218 11/24 3051224 11/24	CSD irrigation Aug-Sep Beckman Ct water Beckman Ct water	2,171.61 53.67 177.74
					Check Total: 2,403.02
00162613	12/05/24	V005278	RMG Communications 1919	Historical signs - Sykes Park	3,262.50
					Check Total: 3,262.50
00162614	12/05/24	V004680	Riverside System Designs Inc 45032 45091	S2-Alarm Monitoring-December S3-Alarm Monitoring-December	50.00 50.00
					Check Total: 100.00
00162615	12/05/24	V005822	RWBID Construction Management LLC 2024-MLEP-005	Pre-Construction Phase Task	19,350.00
					Check Total: 19,350.00
00162616	12/05/24	T03963	Ryan Faris RFND3919	AC/Furnace Rpl Insp - Refund	105.97
					Check Total: 105.97
00162617	12/05/24	V000897	Temecula Valley Security Center		

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**City of Murrieta  
Check Register**

Check #	Date	Vendor	Inv #	Description	Amount Paid
			56258	Brush 4 Duplicate Keys	18.49
				Check Total:	18.49
00162618	12/05/24	V004734	SC Commercial LLC		
			IN-0000001660	Fuel Delivery for 11/04/24	6,192.46
			IN-0000009512	Fuel Delivery for 11/11/24	6,822.23
			IN-0000013702	Fuel Delivery for 11/18/24	6,133.40
			IN-0000017478	S3-250 Gal Diesel Fuel	1,417.66
			IN-0000024010	S4-452 Gal Diesel Fuel	2,215.80
			IN-0000024011	S2-270 Gal Diesel Fuel	1,458.97
				Check Total:	24,240.52
00162619	12/05/24	V000929	Randall Mgt Group LLC		
			33614	Reflective Helmet Lettering	148.53
				Check Total:	148.53
00162620	12/05/24	V005052	SoCal PPE LLC		
			SC10386	Turnout Gear Clean & Repair	224.50
				Check Total:	224.50
00162621	12/05/24	V000946	Southern CA Edison Company		
			1391480 11/24	S5-Electric 10/24-11/22/24	499.24
			1512297 12/24	LS-3 street lights	544.78
			2306832 11/24	Admin Electric 10/28-11/25/24	938.28
			2306832 11/24	S1-Electric 10/28-11/25/24	938.27
			2318653 11/24	S2-Electric 10/28-11/25/24	773.29
			2347349 11/24	S3-Electric 10/28-11/25/24	982.26
			2461731 12/24	Clinton Keith/Wrm Spgs st ligh	17.01
			2893221 11/24	Beckman Ct electric	1,205.19
			3595865 12/24	Baxter Rd st light	17.01
			8647175 12/24	Wash/Magnolia st light	26.61
				Check Total:	5,941.94
00162622	12/05/24	V005257	Markley Sports		
			60189	Sports Leagues Oct-Nov	1,267.50
				Check Total:	1,267.50
00162623	12/05/24	T03988	Tommy Dorsey		
			RFND3924	Pre-Application Review -Refund	7.96
			RFND3924	Pre-Application Review -Refund	736.18
			RFND3924	Pre-Application Review -Refund	61.06
			RFND3924	Pre-Application Review -Refund	70.36
			RFND3924	Pre-Application Review -Refund	108.89
			RFND3924	Pre-Application Review -Refund	58.55
				Check Total:	1,043.00
00162624	12/05/24	V002822	Cellco Partnership		
			9979460244	MFR Cell/iPads-10/24-11/23/24	2,431.93
				Check Total:	2,431.93

**User:** Missy Matula  
**Report:** AP3018RV1- Detail Check

**Current Date:** 01/02/2025  
**Current Time:** 10:58:29

City of Murrieta  
Check Register

Check #	Date	Vendor	Inv #	Description	Amount Paid
00162625	12/05/24	V002822	Cellco Partnership 9974962561	08/29-09/28 0004	4,562.16
					Check Total: 4,562.16
00162626	12/05/24	V005237	Wood, Hollis J HW1124	Senior Tai Chi - Nov	455.70
					Check Total: 455.70
00162627	12/12/24	V000020	A T & T		
			000022562872	PD FAX LD 10/10-11/09	0.50
			000022679370	COSP 83HCQS-377 11/1-11/30	165.96
			000022679372	FS2 HCQS-382 11/1 - 11/30	165.96
			000022681149	PD 69HCQS-293 11/1-11/30	422.32
					Check Total: 754.74
00162628	12/12/24	V000051	Affordable Automotive Repair Inc		
			94371	SVC/RPR For PD fleet 16-02	2,139.21
			95007	SVC/RPR For PD 14-06	226.56
			95023	SVC/RPR For PD fleet 21-02	874.75
			95025	SVC/RPR For PD fleet 18-03	466.69
			95026	SVC/RPR For PD fleet 06-04	81.76
			95028	SVC/RPR For PD fleet 21-01	206.95
			95042	SVC/RPR For PD fleet 6-06	1,411.09
			95090	SVC/RPR For PD fleet 15-01	75.89
			95100	SVC/RPR For PD fleet 14-08	172.93
			95105	SVC/RPR For PD fleet 23-14	63.21
			95106	SVC/RPR For PD fleet 15-09	1,321.47
			95120	SVC/RPR For PD fleet 15-02	1,696.87
			95122	SVC/RPR For PD fleet 15-01	267.40
			95165	SVC/RPR For PD fleet 16-02	518.01
			95182	SVC/RPR For PD fleet 21-08	22.52
			95199	SVC/RPR For PD fleet 15-01	2,047.73
			95202	SVC/RPR For PD fleet 12-05	1,338.43
			95205	SVC/RPR For PD fleet 19-16	22.52
			95232	SVC/RPR For PD fleet 20-01	22.52
			95238	SVC/RPR For PD fleet 16-09	303.46
					Check Total: 13,279.97
00162629	12/12/24	V005378	Aleshire & Wynder LLP		
			90740	Legal-General Oct 2024	24,865.69
			90741	Legal-Sp Proj Oct 2024	12,640.00
			90742	Legal-Litigation Oct 2024	12,114.00
			90743	Legal-Pers/HR Oct 2024	18,633.40
			90744	Legal-Planning Oct 2024	9,066.00
			90745	Legal-Finance Oct 2024	2,244.00
			90746	Legal-Asses Dist Oct 2024	2,720.00
			90747	Legal-Police Oct 2024	3,418.00

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			90748	Legal-Code Enf Oct 2024	11,934.09
			90749	Legal-Housing Oct 2024	1,122.00
			90750	Legal-Fran/Cable Oct 2024	227.80
			90751	Legal-Risk Oct 2024	880.00
			90753	Legal-Econ Dev Oct 2024	1,233.64
			90754	Legal-Comm Serv Oct 2024	3,741.00
			90755	Legal-Library Oct 2024	493.00
			90756	Legal-PW Oct 2024	5,848.00
			90757	Legal-Fire Oct 2024	10,787.80
			90758	Legal-City Clerk Oct 2024	24,961.20
			90760	Legal-Triangle Oct 2024	120.00
			90761	Legal-Disc Village Oct 2024	120.00
			90762	Legal-Adobe Springs Oct 2024	80.00
			90763	Legal-Vineyard Oct 2024	40.00
			90764	Legal-Choulamountry Oct 2024	4,661.20
			90765	Legal-Reynolds Oct 2024	5,698.60
			91370	Legal-Reim St Oct 2024	69.00
				Check Total:	157,718.42
00162630	12/12/24	V004816	Alexander, Travis 112724TA	ALEXANDER TOC CNF 10/22-24 RE	10.50
				Check Total:	10.50
00162631	12/12/24	V005121	American Eagle Trophies 12887 12969	CHIEF RETIREMENT PLAQUE Nametag/plate (Justin)	255.56 45.68
				Check Total:	301.24
00162632	12/12/24	V000087	American Forensic Nurse Inc 79125	JAN'25 STAND BY FEES	650.00
				Check Total:	650.00
00162633	12/12/24	V005473	Angeles, Jonald 112724JA 112724JA2	ANGELES ICI NARC 10/27-11/01 R Angeles ICI Narc 10/20-25 RE	74.25 74.25
				Check Total:	148.50
00162634	12/12/24	V000102	Animal Friends of The Valleys Inc NOV 2024	Animal Control Services Nov24	10,000.00
				Check Total:	10,000.00
00162635	12/12/24	V005287	Anser Advisory Management LLC 28514 28515 28516	PW Insp Fee 10/1 thru 10/31 SWPPP Insp fee 10/1 thru 10/31 NPDES Insp fee 10/1 thru 10/31	29,840.00 16,880.00 8,720.00
				Check Total:	55,440.00
00162636	12/12/24	V000986	Axon Enterprises Inc INUS304548	Add 10 Licenses to Axon	1,656.86

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					Check Total: 1,656.86
00162637	12/12/24	V004305	Badge Frame Inc		
			076975	TAXES	-10.41
			076975	SWAT WALL ITEMS	119.00
			076975	TAXES	10.41
					Check Total: 119.00
00162638	12/12/24	V005562	BAM Architecture Studio INC		
			22-140-001-28	Project #21029 - Structural	128.89
			22-140-001-28	Project #21029 - Structural	128.88
			22-140-001-28	Project #21029 - Structural	1,031.08
					Check Total: 1,288.85
00162639	12/12/24	V003953	Bank of America N.A.		
			BOFA 11/2024	Water bill statement - 11/2024	292,945.28
					Check Total: 292,945.28
00162640	12/12/24	V004744	Bock, Jacob		
			120624JB	BOCK SPRVSY 01/12-17/25 CIA	412.25
			120624JB2	BOCK SPRVSY WK2 1/19-24/25 CIA	412.25
					Check Total: 824.50
00162641	12/12/24	V005673	Brady Industries of California LLC		
			9493797	MPD JANITORIAL SUPPLIES	18.20
					Check Total: 18.20
00162642	12/12/24	V005875	Brandon Danley		
			B. DANLEY	Work Boots for inspections	300.00
					Check Total: 300.00
00162643	12/12/24	V005772	Bravo, Isaac		
			BRAVOMMASC24	Travel Expense Reim MMASC24	435.82
					Check Total: 435.82
00162644	12/12/24	V004626	Brieda, Kathryn		
			112724KB	BRIEDA HRTS 10/18 REIMB	17.33
					Check Total: 17.33
00162645	12/12/24	V003637	Brodart Co		
			B6895521	Collection Development Books	130.00
					Check Total: 130.00
00162646	12/12/24	V000176	Busy Bee Electrical Enterprise		
			27481	Replace burnt wires at	250.00
			27484	HALLWAY BY BREAKROOM	609.32
					Check Total: 859.32
00162647	12/12/24	V000156	CA Department of Tax & Fee Administration		
			CDTFA NOV2024	Q4 Nov 2024 Pre-Pay	3.68
			CDTFA NOV2024	Q4 Nov 2024 Pre-Pay	0.32
					Check Total: 4.00
00162648	12/12/24	V000203	Temcal Development Ctr		

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			1338	OCT '24 FLEET WASH SVCS	398.04
			1340	CSD Fleet Wash	34.00
				Check Total:	432.04
00162649	12/12/24	V004870	Cameron, Riley 112724RC	Cameron CA4PE 10/30 REIMB	75.71
				Check Total:	75.71
00162650	12/12/24	T03882	Caring Hearts of Inland Valley 80236245	Refund of rental deposit	400.00
				Check Total:	400.00
00162651	12/12/24	V004772	Cintas First Aid 5223958553	First Aid Refills PW Yard	79.46
			5227891235	First Aid Refills City Hall	597.62
			5233063506	First Aid Refills Senior Ctr.	850.97
			5236892108	First Aid Refills PW Yard	290.69
			5237250906	First Aid Refills Senior Ctr.	66.26
				Check Total:	1,885.00
00162652	12/12/24	V004663	CivicPlus LLC 324420	CivicRec Software Fees - Nov	252.03
				Check Total:	252.03
00162653	12/12/24	V005750	Clifton, Justin CLIFTONLOCC24	Travel Expense Reim LOCC24	105.99
				Check Total:	105.99
00162654	12/12/24	V000280	Computer Alert Systems Inc 121849	Qtrly Sec/Fire Alarm - Sr Ctr	240.00
			121850	Qtrly Sec/Fire Alarm - Yth Ctr	300.00
			121853	Qtrly Fire Alarm - Com Ctr	165.00
			121959	Qtrly Sec Alarm - Cop Cyn	90.00
			121984	Qrtly fire alarm monitoring	510.00
			122033	Library Fire/Sec Monitoring Q3	360.00
				Check Total:	1,665.00
00162655	12/12/24	V003164	Conrad, Anthony 120524AC	CLEARING CIA	-184.25
			120524AC	IACP BOSTON	1,214.44
				Check Total:	1,030.19
00162656	12/12/24	V003621	Cosco Fire Protection 1000698664	Annual FM200 insp city hall	1,085.00
				Check Total:	1,085.00
00162657	12/12/24	V002867	CR&R Inc 000003404	street sweeper 12/01-12/31/24	2,385.09
			000003404	street sweeper 12/01-12/31/24	11,191.57
			000003404	street sweeper 12/01-12/31/24	4,770.18
				Check Total:	18,346.84

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00162658	12/12/24	V004813	Creed, Aaron 112724AC	CREED PSPSA 10/14-18 REIMB	326.25
					Check Total: 326.25
00162659	12/12/24	V005294	Crisp Enterprises Inc 559504	WQMP Printing/Scans	549.46
					Check Total: 549.46
00162660	12/12/24	V005130	Cuny, Mark 112624MC 121024MC2	CUNY PMO INSTRCTR 12/11-13 CIA CUNY ICI CRM wk2 2/9-2/14 CIA	154.25 412.25
					Check Total: 566.50
00162661	12/12/24	V005893	Deark E&C Inc 10041-1 10041-1	Retention TSP Amph 113024	-15,569.00 311,380.00
					Check Total: 295,811.00
00162662	12/12/24	V000349	Dell Marketing Lp 10786144167	28 laptops and docking	36,603.52
					Check Total: 36,603.52
00162663	12/12/24	V004130	Dickerson McCulloch & Associates LLC 400	DISPATCHER/ SPVSR PROMOBILITY	750.00
					Check Total: 750.00
00162664	12/12/24	V000380	Eastern Municipal Water Dist 500089576 11/24	Warm Springs Pkwy10/9-11/12/24	153.09
					Check Total: 153.09
00162665	12/12/24	T03991	EHM LLC RFND1932	RFND BLDG-C-2023-00073	10,000.00
					Check Total: 10,000.00
00162666	12/12/24	V005775	Endeavor Video Marketing LLC 1186 1186A 1186C	BizMatters Vid- HungryDragon Promo Video Hungry DragonA Promo video hungry dragonC	750.00 750.00 -750.00
					Check Total: 750.00
00162667	12/12/24	V002902	Epic Land Solutions 1124-24030	Jackson Ave. Appr.	1,500.00
					Check Total: 1,500.00
00162668	12/12/24	V000402	Excel Landscape Inc 110259 110261 110262 110264	LLD 13 Ldscp Mnt LLD 17 Ldscp Mnt LLD 19 Ldscp Mnt General Ldscp Mnt	146.96 219.35 328.86 378.36
					Check Total: 1,073.53
00162669	12/12/24	V004399	Fast 5 Jackson 2 LLC 7910	Pool vehicle wash service	450.00

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					Check Total: 450.00
00162670	12/12/24	V000409	Federal Express Corporation		
			8-703-48413	Postage/Shipping Ground	29.36
			8-703-48413	Postage/Shipping Ground	48.16
					Check Total: 77.52
00162671	12/12/24	V005007	France Publications Inc		
			2024-71655	InterFace ComRE Conf Sponsor	1,500.00
					Check Total: 1,500.00
00162672	12/12/24	V005830	Franciscus, Rhiannon		
			112724RF	FRANCISCUS COMMTRNG 10/21-25 R	190.95
					Check Total: 190.95
00162673	12/12/24	V002821	Frontier California Inc		
			188-0021 11/24	Menifee Dispatch 11/23-12/22	1,033.41
			197-1049 12/24	CH Internet 12/1 - 12/31	1,208.06
			197-2049 11/24	Annex circuit line	1,040.00
			197-3542 11/24	PD Multi Lines 11/28-12/27	460.37
			304-0470 11/24	CSD Maxicom Ranch 11/28-12/27	90.79
			304-2849 11/24	CALSENSE - CSD 11/25 - 12/24	76.62
			304-9149 11/24	CSD Maxicom OBluff 11/25-12/24	76.62
			304-9549 11/24	Fire Station 1 to 11/25-12/24	72.29
			304-9560 12/24	PD Lines 12/1 - 12/31	298.59
			600-9059 11/24	CSD Los Alamos Hls 11/25-12/24	150.61
			677-1670 11/24	Alarm MIC 11/28/24-12/27/24	90.79
			677-5511 12/24	Fire Line 12/1-12/31	286.04
			677-7289 11/24	Police Department 11/25-12/24	295.58
			696-3601 12/24	PD Centranet Lines 12/1-12/31	303.21
			698-1451 12/24	Fire Line 12/1-12/31	142.42
			698-6519 11/24	CSD COSP Fax 11/25-12/24	76.62
			698-8217 11/24	PD Pay phone 11/19-12/18	112.24
			894-6225 12/24	Alderwood Internet	119.48
			9266050506 12/24	PD High Sp Internet 12/1-12/31	122.15
			RTO-0069 11/24	Fire Circuit 11/25-12/24	57.40
					Check Total: 6,113.29
00162674	12/12/24	V003823	Gallagher, Shigeko		
			DG1124	Senior Line Dancing - Nov	781.20
					Check Total: 781.20
00162675	12/12/24	V003564	Garcia, Miguel		
			120324MG	Reimb: Chpln Wimberly shdwbx	140.00
			120324MG	Reimb: Chpln Eagleman shdwbx	140.00
			120624MG	GARCIA MODULE A 1/5-1/10 CIA	412.25
			121024MG	GARCIA MODULE B 1/26-1/30 CIA	326.25
					Check Total: 1,018.50

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00162676	12/12/24	V000443	Gardner Company Inc 106013	Library HVAC Repairs	604.71
Check Total:					604.71
00162677	12/12/24	V000837	Glenn A Rick Engineering & Development Co		
			0104080	Madison Ave Str 8/31-9/27/24	4,190.00
			0104538	MHS Rd Widening 8/31-9/27	135.00
			0104543	Traffic Eng Support 8/31-9/27	10,530.00
			0104544	Citywide Signal Mod 8/31-9/27	5,100.00
			0104544	Traffic Signal Opt 8/31-9/27	5,100.00
			0104544	NTMP - 8/31-9/27/24	4,945.00
			0104544	Priority Traffic Sig 8/31-9/27	1,350.00
			0104871	Traffic Eng Support 9/28-10/25	11,745.00
			0104872	Citywide Signal Mod 9/28-10/25	5,900.00
			0104872	Traffic Signal Opt 9/28-10/25	6,035.00
			0104872	NTMP - 9/28/24-10/25/24	6,015.00
			0104872	Priority Traffic Sig9/28-10/25	1,350.00
			0104986	Madison Ave St Impv 9/28-10/25	6,410.00
			18099(29)	Madison Ave Bridge 7/27-8/30	1,411.66
			18099(29)	Madison Ave Str 7/27-8/30/24	30,376.39
			18099(30)	Madison Ave Str 8/31-9/27/24	10,421.41
			18099(31)	Madison Ave St Impv 9/28-10/25	32,953.51
Check Total:					143,967.97
00162678	12/12/24	V004273	Rancho Ford Inc 3279771	Fleet Repair for 22-09	190.00
Check Total:					190.00
00162679	12/12/24	V000460	Granicus Inc 193741	Short-term vacation rental	975.78
Check Total:					975.78
00162680	12/12/24	V000501	Health and Human Resources Center Inc E0333749	Employee Assistance Program	1,059.15
Check Total:					1,059.15
00162681	12/12/24	V004827	Walker, Robert 1300	Band-Festival of Trees	2,200.00
Check Total:					2,200.00
00162682	12/12/24	V003934	Howroyd Wright Employment Agency Inc		
			01-6980453	Denise Pennell AppleOne	212.80
			01-6980454	Michelle Owens AppleOne	936.32
			01-6994551	Denise Pennell AppleOne	212.80
			01-6994552	Michelle Owens AppleOne	702.24
			01-6994954	Yancy Romano AppleOne	799.00
			01-6994955	Alejandra Ramirez AppleOne	1,021.44
			01-6998124	Denise Pennell AppleOne	212.80
			01-6998125	Michelle Owens AppleOne	921.69

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			01-6998530	Yancy Romano AppleOne	1,436.40
			01-6998531	Alejandra Ramirez AppleOne	1,276.80
			01-7002923	Michelle Owens AppleOne	687.61
			01-7003315	Yancy Romano AppleOne	849.87
			01-7003316	Alejandra Ramirez AppleOne	766.08
				Check Total:	10,035.85
00162683	12/12/24	V005749	HR Green Pacific Inc 181160	Plan Chk Fees thru Oct 25th	5,020.13
			181161	Plan Chk Fees thru 10/2024 T&M	2,977.75
				Check Total:	7,997.88
00162684	12/12/24	V004641	Murrieta Partnership Inc 1263	MIC Mgmt. Q2 FY24/25	7,500.00
				Check Total:	7,500.00
00162685	12/12/24	V004886	Industrial Door Group Inc 24-801655	Replace RR door closer - SC	2,103.62
				Check Total:	2,103.62
00162686	12/12/24	V003632	Ingram Library Services Inc 84968676	Collection Development	80.31
			85147061	Collection Development Books	1,408.02
				Check Total:	1,488.33
00162687	12/12/24	V003868	Interwest Consulting Group 471397	Plan Review Fees	1,242.50
			91401	Plan Review Fees	430.00
				Check Total:	1,672.50
00162688	12/12/24	V005898	Iris Group Holdings LLC 156547369	Semi-Annual Inergen Inspection	882.50
			156547370	Semi-Annual Pre-Action	392.50
				Check Total:	1,275.00
00162689	12/12/24	V004541	Jackson, Dawnn 120624DJ	JACKSON MMASC 11/12-11/15 CIA	-256.75
			120624DJ	JACKSON MMASC 11/12-11/15 REIM	1,362.61
				Check Total:	1,105.86
00162690	12/12/24	V005758	Jennifer Rees 90	FOT Characters & Balloon Arch	955.00
				Check Total:	955.00
00162691	12/12/24	V005703	Justin Bishop 3105	Gym Floor & equip cleaning PD	675.00
			3112	HALLWAY TILE CLEAN/SEAL	1,093.30
				Check Total:	1,768.30
00162692	12/12/24	V000562	KC Graphics 41890	MUNICIPAL CODE CITE BOOKS	642.98
				Check Total:	642.98

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00162693	12/12/24	V004877	Lawson, Stephanie 120624SL 120624SL	LAWSON MMASC 11/12-11/15 CIA LAWSON MMASC 11/12-11/15 REIMB	-256.75 1,317.61
Check Total:					1,060.86
00162694	12/12/24	V000606	Lloyd Pest Control 8682446 8682469 8683396 8683469	Dec Lib Pest Control Srvc city hall pest control MIC pest control PW Yard pest control	144.00 150.00 95.00 46.00
Check Total:					435.00
00162695	12/12/24	V004361	M Pino & Associates Inc 3705	Fees for CCW NOV '24	5,520.00
Check Total:					5,520.00
00162696	12/12/24	V005361	Marin, Ryan 121024RM 121024RM2	MARIN DRE 1/20-24/25 CIA MARIN DRE 1/26-31/25 CIA	326.25 412.25
Check Total:					738.50
00162697	12/12/24	V004517	Matthews, Jared 120624JM 120624JM2	MATTHEWS DRE 1/20-24/25 CIA MATTHEWS DRE 1/26-31/25 CIA	326.25 412.25
Check Total:					738.50
00162698	12/12/24	V004513	Meadows, Jeremy 103024RM 103024RMC 120624JM	MARIN ARIDE 9/4-9/6 REIMB CR Entry correction Meadows CIL FSPV 10/20-22 REIM	116.00 -116.00 38.25
Check Total:					38.25
00162699	12/12/24	V004682	Michael Baker International Inc 1232118 1232119	Land Dev Review thru 10/31/24 Plan Check Svs thru 10/31/24	12,442.45 73,513.56
Check Total:					85,956.01
00162700	12/12/24	V005837	Michael Sullivan & Associates LLP 1252890 1252891 1252892	Legal Services Legal Services Legal Services	678.50 177.00 29.50
Check Total:					885.00
00162701	12/12/24	V002978	Moll, Norbert 120624NM	MOLL OISFS 1/13-15/25 CIA	154.25
Check Total:					154.25
00162702	12/12/24	V005696	Monument Row 1935 2500	Heirloom Ct ROW Srvc 1/1-1/31 Heirloom Ct ROW Srvc 7/1-9/30	497.50 550.00
Check Total:					1,047.50

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00162703	12/12/24	V005696	Monument Row		
			1935	Heirloom Ct ROW Srvc 1/1-1/31	243.75
			2011	Heirloom Ct ROW Srvc 2/1-6/30	2,056.25
					Check Total: <u>2,300.00</u>
00162704	12/12/24	V005209	Murrieta Automotive Company		
			95158	Automall Sign Maint/Prog Nov24	1,012.11
					Check Total: <u>1,012.11</u>
00162705	12/12/24	T03989	Nayla LLC		
			RFND1930	Grading Cash Security Refund	2,000.00
					Check Total: <u>2,000.00</u>
00162706	12/12/24	T03990	Nutmeg / Washington Development LP		
			RFND1931	Precise grade security refund	54,500.00
					Check Total: <u>54,500.00</u>
00162707	12/12/24	V004746	NV5 Inc		
			000000400237	Project #10044 PW Generator	625.00
			000000400237	Project #10044 PW Generator	1,875.00
					Check Total: <u>2,500.00</u>
00162708	12/12/24	V004471	Omega Print		
			31234	Bus. Cards - Clifton	141.38
			38219	BUSINESS CARDS (4)	435.00
			38866	Bus. Cards - Clifton	76.13
					Check Total: <u>652.51</u>
00162709	12/12/24	V000763	Poletti, Gustavo A		
			GP1024	Sr Chair Yoga & Tai Chi - Oct	1,876.00
			GP1124	Sr Chair Yoga & Tai Chi - Nov	1,083.60
					Check Total: <u>2,959.60</u>
00162710	12/12/24	V004733	Power, Evan		
			121024EP	Power TOC CNF 10/21-24 REIM	10.50
					Check Total: <u>10.50</u>
00162711	12/12/24	V005487	Preston, Jarad		
			120624JP	PRESTON ICI DV 1/12-1/17 CIA	412.25
					Check Total: <u>412.25</u>
00162712	12/12/24	V005291	Priority Building Services LLC		
			94629	Library monthly janitorial	5,315.76
			94630	PD Janitorial Svcs NOV'24	8,511.85
			94631	Com Ctr Custodial Srvc - Nov	2,480.90
			94631	Yth Ctr Custodial Srvc - Nov	2,362.91
			94631	Sr Ctr Custodial Srvc - Nov	2,953.89
			94631	Alderwood Custodial Srvc - Nov	1,015.85
					Check Total: <u>22,641.16</u>
00162713	12/12/24	V002755	Prudential Overall Supply		
			132270819	Uniform service	59.16

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			132275468	Uniform service	59.16
			132278973	Uniform service	56.61
			132281313	Uniform service	56.61
			132284810	Uniform service	56.61
			132286035	Uniform service	56.61
			132287205	Uniform service	56.61
			132288546	PW uniform service	81.84
Check Total:					483.21
00162714	12/12/24	V000817	Rancho California Water District		
			3052100 11/24	CSD Irrigation Oct-Nov	174.91
			3052101 11/24	CSD Irrigation Oct-Nov	995.84
			3052102 11/24	CSD Irrigation Oct-Nov	757.14
			3052468 11/24	CSD Irrigation Oct-Nov	508.77
			3052616 11/24	CSD Irrigation Oct-Nov	53.67
			3052617 11/24	CSD Irrigation Oct-Nov	865.52
			3052630 11/24	CSD Irrigation Oct-Nov	418.04
			3052826 11/24	CSD Irrigation Oct-Nov	513.38
			3052913 11/24	CSD Irrigation Oct-Nov	1,809.87
			3052914 11/24	CSD Irrigation Oct-Nov	747.27
			3053453 11/24	CSD Irrigation Oct-Nov	955.12
			3053454 11/24	CSD Irrigation Oct-Nov	612.89
			3053858 11/24	CSD Irrigation Oct-Nov	1,135.24
			3053859 11/24	CSD Irrigation Oct-Nov	998.74
			3053860 11/24	CSD Irrigation Oct-Nov	484.50
			3053861 11/24	CSD Irrigation Oct-Nov	653.07
			3054001 11/24	CSD Irrigation Oct-Nov	774.17
			3054002 11/24	CSD Irrigation Oct-Nov	327.34
			3054127 11/24	CSD Irrigation Oct-Nov	1,410.07
			3054385 11/24	CSD Irrigation Oct-Nov	210.34
			3054398 11/24	CSD Irrigation Oct-Nov	683.09
			3054472 11/24	CSD Irrigation Oct-Nov	649.98
			3054473 11/24	CSD Irrigation Oct-Nov	53.67
			3054475 11/24	CSD Irrigation Oct-Nov	79.99
			3054525 11/24	CSD Irrigation Oct-Nov	273.12
			3054526 11/24	CSD Irrigation Oct-Nov	818.91
			3054527 11/24	CSD Irrigation Oct-Nov	1,003.27
			3054528 11/24	CSD Irrigation Oct-Nov	1,137.87
			3054529 11/24	CSD Irrigation Oct-Nov	1,605.39
Check Total:					20,711.18
00162715	12/12/24	V000817	Rancho California Water District		
			CFD 89-5 24/25	APN 9093000438 CFD 89-5 Sp Tax	9,511.84
Check Total:					9,511.84
00162716	12/12/24	V000840	Rightway Site Services Inc		
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			406989	PW Yard portable restroom	509.38
				Check Total:	509.38
00162717	12/12/24	V003095	Riverside County MURR PD 2024-11	MR24-5734 EXAM	1,200.00
				Check Total:	1,200.00
00162718	12/12/24	V003095	Riverside County RCES2024-04	Rivco Economic Summit Spons.	1,000.00
				Check Total:	1,000.00
00162719	12/12/24	V004477	Riverside County Treasurer-Tax Collector 2024003938473	MIC 24/25 Tax Bill-Neyroblast	122.32
				Check Total:	122.32
00162720	12/12/24	V004975	Romero, Rachel HRNEOGOVROMER	HR Neo-GOV Conf. 2024 Romero	266.85
				Check Total:	266.85
00162721	12/12/24	V000878	RSG Inc 12650 12671	COMPLIANCE MONITORING 24/25 SB 341 Report	2,118.75 643.75
				Check Total:	2,762.50
00162722	12/12/24	V000909	San Diego Police Eq 663423	Elite BP Vests (4)	4,023.75
				Check Total:	4,023.75
00162723	12/12/24	V000887	SB & O Inc 924007	Murrieta Hot Springs 7/15-9/15	13,217.28
				Check Total:	13,217.28
00162724	12/12/24	V004734	SC Commercial LLC IN-0000018422	Fuel Delivery for 11/25/24	6,411.57
				Check Total:	6,411.57
00162725	12/12/24	V005120	Seltzer Caplan McMahon Vitek 477299	Consulting, Representational	2,594.15
				Check Total:	2,594.15
00162726	12/12/24	V004402	Sforzini, Brent 112724BS2 121024BS	SFORZINI SLI 4 1/8-11 CIA SFORZINI INTAFF 1/20-23 CIA	240.25 240.25
				Check Total:	480.50
00162727	12/12/24	T03874	Shoup Legal 160233	Rental Deposit Refund	300.00
				Check Total:	300.00
00162728	12/12/24	V000965	Stericycle Inc 8009030898	10/22, 10/24, 11/08 P/UPS	522.60
				Check Total:	522.60
00162729	12/12/24	V004938	SoCal Wax Shop Inc 73549	NOV '24 MONTH RENTAL	45.00

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					Check Total: 45.00
00162730	12/12/24	V000947	Southern CA Edison 3655074 12/24	Weeping Willow TC1	96.67
					Check Total: 96.67
00162731	12/12/24	V000946	Southern CA Edison Company 0245686 11/24 0502992 11/24 0502992 11/24 2377011 11/24 5863785 11/24 7060397 11/24	10/21-11/19/24 HM Electric - Eq Park Oct-Nov Electric - General Oct-Nov Electric - 37000 Ruth Ellen Electric - 40644 Cal Oaks 10/21-11/19/24 UNIT A	237.64 420.59 5,401.94 17,646.42 2,338.36 6,210.64
					Check Total: 32,255.59
00162732	12/12/24	V000952	DS Waters of America Inc 15848523 112224	Sr Ctr, Yth Ctr Water	178.75
					Check Total: 178.75
00162733	12/12/24	V000194	State of California DOJ 774278	Live Scan Services HR	1,024.00
					Check Total: 1,024.00
00162734	12/12/24	V005578	SVA Architects INC 62857 62857	Architectural design services Professional Services Fee,	38,896.80 25,438.00
					Check Total: 64,334.80
00162735	12/12/24	V000893	SWRCB State Water Resources Co SW-0302313	SWRCB MS4 Permit Fee 7/1-6/30	45,494.00
					Check Total: 45,494.00
00162736	12/12/24	V005514	Temecula Plantscape 4943	Mthly maintenance Dec 2024	410.00
					Check Total: 410.00
00162737	12/12/24	V005916	Terror Tours LLC 002 003	Week 1 Payment Week 2 Payment	11,245.50 11,245.50
					Check Total: 22,491.00
00162738	12/12/24	T03641	Tesla Energy Operations Inc RFND3925 RFND3925 RFND3925	RFND BLDG-RPVS1-2024-00195 RFND BLDG-RPVS1-2024-00195 RFND BLDG-RPVS1-2024-00195	49.73 124.31 136.74
					Check Total: 310.78
00162739	12/12/24	V005638	The Alchemy Group Inc MURRIETA-1102024 MURRIETA-902024	On-Call Consulting Serv Nov24 On-Call Consulting Serv Sep24	5,000.00 5,000.00
					Check Total: 10,000.00
00162740	12/12/24	V000759	The Pitney Bowes Bank Inc		

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			NOV2024PITNEY	Postage Replenishment-NOV 2024	2.07
			NOV2024PITNEY	Postage Replenishment-NOV 2024	8.94
			NOV2024PITNEY	Postage Replenishment-NOV 2024	20.25
			NOV2024PITNEY	Postage Replenishment-NOV 2024	625.62
			NOV2024PITNEY	Postage Replenishment-NOV 2024	193.63
			NOV2024PITNEY	Postage Replenishment-NOV 2024	1.38
			NOV2024PITNEY	Postage Replenishment-NOV 2024	145.47
			NOV2024PITNEY	Postage Replenishment-NOV 2024	0.69
			NOV2024PITNEY	Postage Replenishment-NOV 2024	34.50
			NOV2024PITNEY	Postage Replenishment-NOV 2024	0.97
				Check Total:	1,033.52
00162741	12/12/24	V005567	Tier 1 Investigations LLC 1127	M. IRVINE BACKGROUND -MPD	1,250.00
				Check Total:	1,250.00
00162742	12/12/24	V004736	TireHub LLC 45322622 45322622C 46358474	16 TIRES FOR PD FLEET CR Entry correction 17 TIRES FOR PD FLEET	2,136.30 -2,136.30 2,243.38
				Check Total:	2,243.38
00162743	12/12/24	V005918	Town Square Publications LLC 308716	Chamber publication ads	2,590.00
				Check Total:	2,590.00
00162744	12/12/24	V005032	Townsend Public Affairs 22632	Grant Writing Consulting Dec24	10,500.00
				Check Total:	10,500.00
00162745	12/12/24	V004568	TransUnion Risk and Alternative Data Solutions Inc 913081-202411-1 913081-202411-1A 913081-202411-1C	TLO NOV '24 TLO NOV '24 CR Entry correction	707.70 280.50 -707.70
				Check Total:	280.50
00162746	12/12/24	V001040	U S Bank National Association USBANK 11/24 USBANK 11/24 USBANK 11/24 USBANK 11/24 USBANK 11/24 USBANK 11/24 USBANK 11/24 USBANK 11/24 USBANK 11/24 USBANK 11/24 USBANK 11/24	Cal Card 11/2024 Cal Card 11/2024 Cal Card 11/2024 Cal Card 11/2024 Cal Card 11/2024 Cal Card 11/2024 Cal Card 11/2024 Cal Card 11/2024 Cal Card 11/2024 Cal Card 11/2024 Cal Card 11/2024	39.47 1,981.28 1,555.80 3,010.85 476.17 1,162.05 580.95 22,934.50 34,225.89 7,635.36 4,104.81

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Check #	Date	Vendor	Inv #	Description	Amount Paid
			USBANK 11/24	Cal Card 11/2024	96.82
			USBANK 11/24	Cal Card 11/2024	381.45
			USBANK 11/24	Cal Card 11/2024	4,190.89
			USBANK 11/24	Cal Card 11/2024	1,629.78
			USBANK 11/24	Cal Card 11/2024	1,256.72
			USBANK 11/24	Cal Card 11/2024	4,486.62
			USBANK 11/24	Cal Card 11/2024	11,618.90
			USBANK 11/24	Cal Card 11/2024	1,124.76
			USBANK 11/24	Cal Card 11/2024	8,907.73
			USBANK 11/24	Cal Card 11/2024	60.88
			USBANK 11/24	Cal Card 11/2024	12,675.80
			USBANK 11/24	Cal Card 11/2024	7,001.22
			USBANK 11/24	Cal Card 11/2024	5,517.01
			USBANK 11/24	Cal Card 11/2024	3,924.47
				Check Total:	140,580.18
00162747	12/12/24	V001057	United Towing Services Inc		
			66040	Tow of PD Unit 16-04	65.00
			66550	Tow & tire svc PD Unit 19-19	130.00
			66555	TIRE SVC 14-09 / JMP SVC 14-06	130.00
			66811	Tow of PD Unit 20-01	65.00
				Check Total:	390.00
00162748	12/12/24	V005088	Velazquez, Eric		
			112624EV	Velazquez ICI ACA 12/17-20 CIA	240.25
				Check Total:	240.25
00162749	12/12/24	V002822	Cellco Partnership		
			9979829990	Eng Cellphone Srvc 10/29-11/28	123.15
			9979829991	PW Maint wireless provider	457.42
			9979829991	Facilities wireless provider	207.70
			9979829993	Mthly cell charge Oct29-Nov28	387.22
			9979829994	Mthly Chrgs Nov24	60.03
			9979829995	CSTIEHL 10/29-11/28	41.57
				Check Total:	1,277.09
00162750	12/12/24	V002822	Cellco Partnership		
			6100121983	11/02-12/01 00001	6.60
				Check Total:	6.60
00162751	12/12/24	V004884	Vrooman, Dylan		
			112724DV	VROOMAN PSPSA 10/14-18 REIMB	326.25
				Check Total:	326.25
00162752	12/12/24	V003570	Whittington, Melissa		
			121024MW	Whittington SLI 5 1/22-25 CIA	240.25
				Check Total:	240.25
00162753	12/12/24	V004837	Wilson, Bryce		

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			WILSONMMASC24	Travel Expense Reim MMASC24	527.82
				Check Total:	527.82
00162754	12/12/24	V001135	JK Miklin Inc 24123	Two (2) staff work desks for	1,827.00
			24123	Freight	400.00
				Check Total:	2,227.00
00162755	12/12/24	V005275	Yunex LLC 5610003699	Citywide Advance Loop Survey	22,995.00
				Check Total:	22,995.00
00162756	12/12/24	V005430	Zelon McQuain, Debra L. DM1124	Dance, Stretch & Restore - Dec	176.40
				Check Total:	176.40
00162757	12/13/24	V003131	Aflac		
			2232/2401240	PAYROLL 2401240	2,358.95
			2232/2401240	PAYROLL 2401240	371.85
			2232/2401240	PAYROLL 2401240	24.78
			2232/2401240	PAYROLL 2401240	707.40
			2232/2401240	PAYROLL 2401240	331.10
			2232/2401240	PAYROLL 2401240	169.74
			2232/2401240	PAYROLL 2401240	128.64
			2232/2401240	PAYROLL 2401240	109.86
			2234/2401240	PAYROLL 2401240	1,000.20
			2234/2401240	PAYROLL 2401240	140.78
			2234/2401240	PAYROLL 2401240	17.01
			2234/2401240	PAYROLL 2401240	36.30
			2234/2401240	PAYROLL 2401240	36.23
			2234/2401240	PAYROLL 2401240	77.74
			2234/2401240	PAYROLL 2401240	118.82
				Check Total:	5,629.40
00162758	12/13/24	V000698	National Peace Officers & Firefighters 2250/2401240	PAYROLL 2401240	62.00
				Check Total:	62.00
00162759	12/13/24	V000773	Pre-Paid Legal Services Inc		
			2600/2401240	PAYROLL 2401240	245.10
			2600/2401240	PAYROLL 2401240	51.80
			2600/2401240	PAYROLL 2401240	67.75
			2600/2401240	PAYROLL 2401240	57.80
				Check Total:	422.45
00162760	12/13/24	V000958	Standard Insurance Company RV		
			2237/2401240	PAYROLL 2401240	1,261.59
			2237/2401240	Rounding	1.26
			2237/2401240	PAYROLL 2401240	317.93

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			2237/2401240	PAYROLL 2401240	2.98
			2237/2401240	PAYROLL 2401240	252.09
			2237/2401240	PAYROLL 2401240	107.78
			2237/2401240	PAYROLL 2401240	41.41
			2237/2401240	PAYROLL 2401240	56.48
			2237/2401240	PAYROLL 2401240	6.74
			2237/2401240	PAYROLL 2401240	5.50
			2238/2401240	PAYROLL 2401240	199.28
			2238/2401240	PAYROLL 2401240	97.48
			2238/2401240	PAYROLL 2401240	0.59
			2238/2401240	PAYROLL 2401240	184.27
			2238/2401240	PAYROLL 2401240	37.68
			2238/2401240	PAYROLL 2401240	8.76
			2238/2401240	PAYROLL 2401240	8.48
			2238/2401240	PAYROLL 2401240	4.24
			2239/2401240	PAYROLL 2401240	29.18
			2239/2401240	PAYROLL 2401240	4.16
			2239/2401240	PAYROLL 2401240	0.14
			2239/2401240	PAYROLL 2401240	7.71
			2239/2401240	PAYROLL 2401240	3.20
			2239/2401240	PAYROLL 2401240	1.60
			2245/2401240	PAYROLL 2401240	152.85
			2245/2401240	PAYROLL 2401240	73.96
			2245/2401240	PAYROLL 2401240	0.51
			2245/2401240	PAYROLL 2401240	47.54
			2245/2401240	PAYROLL 2401240	7.70
			2245/2401240	PAYROLL 2401240	6.44
			2245/2401240	PAYROLL 2401240	5.24
			2245/2401240	PAYROLL 2401240	0.88
			2245/2401240	PAYROLL 2401240	1.74
			2246/2401240	PAYROLL 2401240	9.98
			2246/2401240	PAYROLL 2401240	7.52
			2246/2401240	PAYROLL 2401240	0.01
			2246/2401240	PAYROLL 2401240	2.79
			2247/2401240	PAYROLL 2401240	29.32
			2247/2401240	PAYROLL 2401240	2.44
			2247/2401240	PAYROLL 2401240	28.48
			2247/2401240	PAYROLL 2401240	1.76
			2247/2401240	PAYROLL 2401240	0.34
			2247/2401240	PAYROLL 2401240	1.22
Check Total:					3,021.25
00162761	12/13/24	V003638	U.S. Bank Trustee For PARS/ARS 6746022400		
			1401/2401240	PAYROLL 2401240	15.13

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			1401/2401240	PAYROLL 2401240	119.18
			1401/2401240	PAYROLL 2401240	111.35
			2401/2401240	PAYROLL 2401240	72.17
			2401/2401240	PAYROLL 2401240	568.78
			2401/2401240	PAYROLL 2401240	531.31
				Check Total:	1,417.92
00162762	12/13/24	V000284	Washington National Ins Co		
			2236/2401240	PAYROLL 2401240	92.55
				Check Total:	92.55
00162763	12/13/24	V005865	Washington State Council of Fire Fighters		
			1184/2401240	PAYROLL 2401240	1,200.00
			1184/2401240	PAYROLL 2401240	4,600.00
			2184/2401240	PAYROLL 2401240	145.06
			2184/2401240	PAYROLL 2401240	1,155.69
			2184/2401240	PAYROLL 2401240	4,499.25
				Check Total:	11,600.00
00162764	12/19/24	V005378	Aleshire & Wynder LLP		
			91567	Legal-General Nov 2024	5,177.69
			91568	Legal-Sp Proj Nov 2024	5,400.00
			91569	Legal-Litigation Nov 2024	1,366.31
			91570	Legal-Pers/HR Nov 2024	4,984.00
			91571	Legal-Planning Nov 2024	2,499.40
			91572	Legal-Finance Nov 2024	1,360.00
			91573	Legal-Asses Dist Nov 2024	918.00
			91574	Legal-Police Nov 2024	2,482.00
			91575	Legal-Code Enf Nov 2024	2,926.50
			91576	Legal-Housing Nov 2024	34.00
			91577	Legal-Fran/Cable Nov 2024	1,258.00
			91578	Legal-Risk Nov 2024	27.50
			91579	Legal-Reim Dev Nov 2024	3,400.00
			91580	Legal-Econ Dec Nov 2024	408.00
			91581	Legal-Comm Serv Nov 2024	1,624.00
				Check Total:	33,865.40
00162765	12/19/24	V000075	Allied Traffic & Eqt Rentals		
			94887	traffic signs & equipment	521.57
				Check Total:	521.57
00162766	12/19/24	V005229	American Fence Company Inc		
			2589185	Temp Fence - Equestrian Oct.	249.00
				Check Total:	249.00
00162767	12/19/24	V000093	American Tower Corporation		
			4773300	Radio Tower Lease-December	1,315.43
				Check Total:	1,315.43

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00162768	12/19/24	V000176	Busy Bee Electrical Enterprise 27486	Electrical work - PD Lockers	14,249.51
					Check Total: 14,249.51
00162769	12/19/24	V000203	Temcal Development Ctr 1348	Pool vehicle wash service	22.00
			1350	Pool vehicle wash service	18.00
			1351	Pool vehicle wash service	17.00
					Check Total: 57.00
00162770	12/19/24	V005537	Can Do Productions INC 122024	DJ service for CSD events ARP	350.00
					Check Total: 350.00
00162771	12/19/24	V004677	Cantrell, Tina 1124TC	Senior Chair Exercise - Nov	308.00
					Check Total: 308.00
00162772	12/19/24	V004972	Chandler Asset Management Inc.		
			2411MURRIETA	Investment Management Services	3,826.18
			2411MURRIETA	Investment Management Services	3.54
			2411MURRIETA	Investment Management Services	63.61
			2411MURRIETA	Investment Management Services	261.78
			2411MURRIETA	Investment Management Services	11.96
			2411MURRIETA	Investment Management Services	51.51
			2411MURRIETA	Investment Management Services	45.48
			2411MURRIETA	Investment Management Services	54.75
			2411MURRIETA	Investment Management Services	189.23
			2411MURRIETA	Investment Management Services	158.50
			2411MURRIETA	Investment Management Services	332.38
			2411MURRIETA	Investment Management Services	108.21
			2411MURRIETA	Investment Management Services	57.20
			2411MURRIETA	Investment Management Services	332.27
			2411MURRIETA	Investment Management Services	6.23
			2411MURRIETA	Investment Management Services	8.11
			2411MURRIETA	Investment Management Services	83.90
			2411MURRIETA	Investment Management Services	39.12
			2411MURRIETA	Investment Management Services	1.40
			2411MURRIETA	Investment Management Services	2.19
			2411MURRIETA	Investment Management Services	0.27
			2411MURRIETA	Investment Management Services	3.51
			2411MURRIETA	Investment Management Services	0.10
			2411MURRIETA	Investment Management Services	1.87
			2411MURRIETA	Investment Management Services	0.57
			2411MURRIETA	Investment Management Services	4.15
			2411MURRIETA	Investment Management Services	0.66
			2411MURRIETA	Investment Management Services	38.48

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Check #	Date	Vendor	Inv #	Description	Amount Paid
			2411MURRIETA	Investment Management Services	0.03
			2411MURRIETA	Investment Management Services	0.97
			2411MURRIETA	Investment Management Services	0.36
			2411MURRIETA	Investment Management Services	11.22
			2411MURRIETA	Investment Management Services	3.60
			2411MURRIETA	Investment Management Services	2.51
			2411MURRIETA	Investment Management Services	6.74
			2411MURRIETA	Investment Management Services	5.80
			2411MURRIETA	Investment Management Services	15.13
			2411MURRIETA	Investment Management Services	0.21
			2411MURRIETA	Investment Management Services	8.09
			2411MURRIETA	Investment Management Services	0.12
			2411MURRIETA	Investment Management Services	15.97
			2411MURRIETA	Investment Management Services	0.77
			2411MURRIETA	Investment Management Services	7.99
			2411MURRIETA	Investment Management Services	0.46
			2411MURRIETA	Investment Management Services	0.34
			2411MURRIETA	Investment Management Services	362.31
			2411MURRIETA	Investment Management Services	327.51
			2411MURRIETA	Investment Management Services	170.62
			2411MURRIETA	Investment Management Services	59.57
			2411MURRIETA	Investment Management Services	127.84
			2411MURRIETA	Investment Management Services	0.10
			2411MURRIETA	Investment Management Services	29.54
			2411MURRIETA	Investment Management Services	60.14
			2411MURRIETA	Investment Management Services	23.60
			2411MURRIETA	Investment Management Services	4.15
			2411MURRIETA	Investment Management Services	0.01
			2411MURRIETA	Investment Management Services	8.11
			2411MURRIETA	Investment Management Services	0.02
			2411MURRIETA	Investment Management Services	287.04
			2411MURRIETA	Investment Management Services	0.49
			2411MURRIETA	Investment Management Services	3.09
			2411MURRIETA	Investment Management Services	4.67
			2411MURRIETA	Investment Management Services	36.71
			2411MURRIETA	Investment Management Services	4.85
			2411MURRIETA	Investment Management Services	10.76
			2411MURRIETA	Investment Management Services	55.87
			2411MURRIETA	Investment Management Services	176.65
			2411MURRIETA	Investment Management Services	0.13
			2411MURRIETA	Investment Management Services	66.47
			2411MURRIETA	Investment Management Services	11.71
			2411MURRIETA	Investment Management Services	64.13

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			2411MURRIETA	Investment Management Services	32.95
			2411MURRIETA	Investment Management Services	93.21
			2411MURRIETA	Investment Management Services	15.36
				Check Total:	7,805.08
00162773	12/19/24	V005492	Complete Office of California Inc 4197507-0	Annex Paper Order 8x11	499.82
				Check Total:	499.82
00162774	12/19/24	V004754	Occupational Health Centers of California 85166901	New Employee Physical Phillips	186.00
				Check Total:	186.00
00162775	12/19/24	V003092	Crafco Inc 9403356274	cold patch asphalt	4,351.88
				Check Total:	4,351.88
00162776	12/19/24	V004728	Crime Scene Steri-Clean LLC 589	MR24-6090 CLEAN UP	900.00
				Check Total:	900.00
00162777	12/19/24	V005294	Crisp Enterprises Inc 561944	Plans for Firefighters Park	117.18
				Check Total:	117.18
00162778	12/19/24	V000314	CRH California Water Inc 1443375 1443376 1443377 1443576 1443577	S3-Reverse Osmosis-December S2-Reverse Osmosis-December S1-Reverse Osmosis-December S4-Reverse Osmosis-December S5-Reverse Osmosis-December	54.74 56.76 56.76 44.64 44.64
				Check Total:	257.54
00162779	12/19/24	V005821	Cumming Management Group Inc 160111	Labor Compliance Srvcs 113024	195.00
				Check Total:	195.00
00162780	12/19/24	V005130	Cuny, Mark 121024MC 121724MC	CUNY ICI CRM INV 2/2-2/7 CIA CUNY ICI CRM INV 2/2-2/7 CIA	412.25 412.25
				Check Total:	824.50
00162781	12/19/24	V000337	Data Ticket Inc 172795	Nov 2024 - Data Ticket	421.95
				Check Total:	421.95
00162782	12/19/24	V000322	DBX Inc R703-4R	Wash/weeping proj retention	28,534.10
				Check Total:	28,534.10
00162783	12/19/24	V004802	Enterprise Fleet Management Inc FBN5194341 FBN5194341	GF Vehicle Maint 12/1 - 12/31 CSD Veh Lease/Int 12/1-12/31	4,380.70 525.26

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			FBN5194341	CSD Veh Lease 12/1-12/31	7,530.21
			FBN5194341	GF Veh Lease/Int 12/1-12/31	1,200.15
			FBN5194341	GF Vehicle Lease 12/1-12/31	9,328.74
			FBN5194341	Fire Veh Lease/Int 12/1-12/31	1,286.32
			FBN5194341	Fire Vehicle Lease 12/1-12/31	1,579.84
			FBN5194341	Fire Veh Lease 12/1-12/31	5,137.77
			FBN5194341	CSD Support Maint 12/1 - 12/31	1,870.52
				Check Total:	32,839.51
00162784	12/19/24	V000402	Excel Landscape Inc		
			109521	LLD 10 Ldscp Mnt	70.15
			109523	LLD 19 Ldscp Mnt	1,250.53
			109524	LLD 20 Ldscp Mnt	1,124.32
			109578	Exempt Ldscp Mnt	2,283.14
			109579	Exempt Ldscp Mnt	273.31
			109580	General Ldscp Mnt	407.97
			109581	Zone B Ldscp Mnt	588.43
			109582	Zone F Ldscp Mnt	543.49
			109583	LLD 8 Ldscp Mnt	193.50
			109584	LLD 12 Ldscp Mnt	279.75
			109585	LLD 16 Ldscp Mnt	743.35
			109748	General Ldscp Mnt	2,419.86
			109750	LLD 21 Ldscp Mnt	170.00
			110215	LLD 16 Ldscp Mnt	9,200.00
			110286	Zone B Ldscp Mnt	416.83
			110287	LLD 19 Ldscp Mnt	2,281.73
				Check Total:	22,246.36
00162785	12/19/24	V004399	Fast 5 Jackson 2 LLC		
			7836	OCT '24 FLEET WASH SVCS	681.00
			7836A	OCT '24 FLEET WASH SVCS	681.00
			7836C	CR Entry correction	-681.00
			7908	NOV '24 FLEET WASHES	789.00
				Check Total:	1,470.00
00162786	12/19/24	V002821	Frontier California Inc		
			197-0631 12/24	County of Riv 12/5-1/4	232.60
			197-0886 12/24	PSEC B/UP CRCT 12/01-12/31/24	1,027.36
			679-7612 12/24	Fire Lines 12/4 -1/3	224.60
			698-4403 12/24	CSD Maxicom Sycamore 12/7-1/6	72.29
				Check Total:	1,556.85
00162787	12/19/24	V003564	Garcia, Miguel		
			121724MG	GARCIA NARC 2/16-2/20 CIA	326.25
				Check Total:	326.25
00162788	12/19/24	V000837	Glenn A Rick Engineering & Development Co		

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			0104536	Citywide Slurry Seal 8/31-9/27	2,297.50
			19728(19)	Fire Station 1 7/27-8/30/24	785.00
				Check Total:	3,082.50
00162789	12/19/24	V003904	Helix Environmental Planning Inc		
			123459	Mitigation Coordination	2,250.00
			123884	Mitigation Coordination	2,437.50
				Check Total:	4,687.50
00162790	12/19/24	V004827	Walker, Robert		
			1301	Sound - Festival of Trees	800.00
			1301	Add'l sound-Festival of Trees	650.00
				Check Total:	1,450.00
00162791	12/19/24	V005436	Inland Fleet Solutions Inc		
			8438	B4-Electrical & Transfer Case	1,193.23
				Check Total:	1,193.23
00162792	12/19/24	T03767	iPermit, LLC		
			RFND3923	RFND INSP BLDG-MSI-2024-00027	101.60
				Check Total:	101.60
00162793	12/19/24	V005854	James, Garrett		
			121724JG	GARRETT NARC 2/2-2/7 CIA	412.25
				Check Total:	412.25
00162794	12/19/24	V005758	Jennifer Rees		
			0619	Characters & Balloon Arch FOT	815.00
				Check Total:	815.00
00162795	12/19/24	V005180	Larsen, Peter		
			121724PL	LARSEN TC WK1 11/11-21 REIMB	85.21
			121724PL2	LARSEN TC WK2 11/18-21 REIMB	64.36
				Check Total:	149.57
00162796	12/19/24	V000606	Lloyd Pest Control		
			8684222	Pest Control - Copper Canyon	65.00
				Check Total:	65.00
00162797	12/19/24	V000582	LN Curtis & Sons		
			PINV950999	(72) SCBA Equipment	760,249.33
				Check Total:	760,249.33
00162798	12/19/24	V000624	Maasberg, Laura C		
			1124LM	Senior Zumba - Nov 2024	201.60
				Check Total:	201.60
00162799	12/19/24	V004741	Mendoza, Roland Neil M		
			MENDOZA-NOV2024 TE REIMB CSMFO 11/14-11/17		222.74
				Check Total:	222.74
00162800	12/19/24	V004682	Michael Baker International Inc		
			1231171	Menifee Rd St Imprv thru 11/3	3,917.71
				Check Total:	3,917.71

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00162801	12/19/24	V004814	Miranda, Lorena		
			121624LM	MIRANDA NARC 2/2-2/7 CIA	412.25
			121724LM	Miranda ICI HMCD 10/13-18 REIM	74.25
			121724LM2	Miranda ICI HMCD 10/21-25 REIM	22.00
Check Total:					508.50
00162802	12/19/24	V005362	Mulligan, Michael		
			100124MMR	Mulligan TRFFC 9/9-9/12 REIMB	64.58
Check Total:					64.58
00162803	12/19/24	V005209	Murrieta Automotive Company		
			95157A	Automall Sign Maint/ProgOct24A	1,012.11
			95157AC	Automall Sign Maint/ProgOct24C	-1,012.11
			95159	Automall Sign Maint/Prog Dec24	1,012.11
Check Total:					1,012.11
00162804	12/19/24	V003147	Murrieta VIP Florist Inc		
			010612	City Hall Tree Decorating	217.50
Check Total:					217.50
00162805	12/19/24	V004885	National Safety Compliance Inc		
			98077	Certified Drug Testing	281.85
			98929	Other-Special Dept Expenditure	0.00
			98929	Certified Drug Testing	247.85
Check Total:					529.70
00162806	12/19/24	V004471	Omega Print		
			29302	MURRA BUSINESS CARDS	70.69
			38653	Business Cards - Brann	46.22
			39121	Business Cards A. Acevedo HR	76.13
Check Total:					193.04
00162807	12/19/24	V005759	Onyx Paving Company INC		
			24-016-R	Retention Payable	44,581.93
Check Total:					44,581.93
00162808	12/19/24	V005465	Pencilbox LLC		
			2024134	Photographer - Tree Lighting	475.00
Check Total:					475.00
00162809	12/19/24	V002755	Prudential Overall Supply		
			132289711	PW uniform service	81.84
Check Total:					81.84
00162812	12/19/24	V000817	Rancho California Water District		
			3028416 12/24	CSD irrigation Nov-Dec	118.30
			3028630 12/24	CSD irrigation Nov-Dec	150.67
			3028642 12/24	CSD irrigation Nov-Dec	49.29
			3028810 12/24	CSD irrigation Nov-Dec	276.53
			3028891 12/24	CSD irrigation Nov-Dec	435.64
3028894 12/24	CSD irrigation Nov-Dec	240.55			

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			3028895 12/24	CSD irrigation Nov-Dec	68.75
			3029150 12/24	CSD irrigation Nov-Dec	102.01
			3029151 12/24	CSD irrigation Nov-Dec	77.04
			3029152 12/24	CSD irrigation Nov-Dec	218.38
			3029153 12/24	CSD irrigation Nov-Dec	942.87
			3029389 12/24	CSD irrigation Nov-Dec	119.96
			3029390 12/24	CSD irrigation Nov-Dec	1,294.37
			3029391 12/24	CSD irrigation Nov-Dec	175.68
			3029527 12/24	CSD irrigation Nov-Dec	144.11
			3029528 12/24	CSD irrigation Nov-Dec	134.96
			3029700 12/24	CSD irrigation Nov-Dec	77.85
			3029701 12/24	CSD irrigation Nov-Dec	26.98
			3029831 12/24	CSD irrigation Nov-Dec	95.06
			3029988 12/24	CSD irrigation Nov-Dec	123.93
			3029989 12/24	CSD irrigation Nov-Dec	122.38
			3030152 12/24	CSD irrigation Nov-Dec	50.25
			3030153 12/24	CSD irrigation Nov-Dec	187.72
			3030340 12/24	CSD irrigation Nov-Dec	111.74
			3030341 12/24	CSD irrigation Nov-Dec	118.39
			3030353 12/24	CSD irrigation Nov-Dec	128.88
			3030509 12/24	CSD irrigation Nov-Dec	160.30
			3030624 12-24	CSD irrigation Nov-Dec	50.10
			3030927 12/24	CSD irrigation Nov-Dec	82.20
			3047339 11/24	CSD Irrigation Oct-Nov	1,368.43
			3050742 11/24	CSD Irrigation Oct-Nov	630.55
			3050743 11/24	CSD Irrigation Oct-Nov	939.86
			3051051 11/24	CSD Irrigation Oct-Nov	1,124.66
			3051253 11/24	CSD Irrigation Oct-Nov	1,148.80
			3051254 11/24	CSD Irrigation Oct-Nov	2,798.31
			3051255 11/24	CSD Irrigation Oct-Nov	388.50
			3051257 11/24	CSD Irrigation Oct-Nov	347.12
			3051915 11/24	CSD Irrigation Oct-Nov	289.87
			3052009 11/24	CSD Irrigation Oct-Nov	893.94
			3052098 11/24	CSD Irrigation Oct-Nov	146.43
			3053123 11/24	CSD Irrigation Oct-Nov	1,619.82
			3053190 11/24	CSD Irrigation Oct-Nov	188.87
			3053191 11/24	CSD Irrigation Oct-Nov	401.97
			3053303 11/24	CSD Irrigation Oct-Nov	864.47
			3054530 11/24	CSD Irrigation Oct-Nov	729.25
			3054531 11/24	CSD Irrigation Oct-Nov	899.07
			3055105 11/24	CSD Irrigation Oct-Nov	1,154.08
			3055106 11/24	CSD Irrigation Oct-Nov	144.65
			3055136 11/24	CSD Irrigation Oct-Nov	235.58

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			3055164 11/24	CSD Irrigation Oct-Nov	111.04
			3055177 11/24	CSD Irrigation Oct-Nov	144.65
			3055178 11/24	CSD Irrigation Oct-Nov	39.99
			3055696 11/24	CSD Irrigation Oct-Nov	255.02
			3056096 11/24	CSD Irrigation Oct-Nov	2,903.62
			3056101 11/24	CSD Irrigation Oct-Nov	671.60
			3056244 11/24	CSD Irrigation Oct-Nov	1,647.28
			3056245 11/24	CSD Irrigation Oct-Nov	718.77
			3056247 11/24	CSD Irrigation Oct-Nov	351.13
			3056248 11/24	CSD Irrigation Oct-Nov	2,632.02
			3056249 11/24	CSD Irrigation Oct-Nov	1,702.14
			3056257 11/24	CSD Irrigation Oct-Nov	111.04
			3056260 11/24	CSD Irrigation Oct-Nov	410.67
			3056261 11/24	CSD Irrigation Oct-Nov	785.01
			3056501 11/24	CSD Irrigation Oct-Nov	953.49
			3056811 11/24	CSD Irrigation Oct-Nov	53.67
			3057635 11/24	CSD Irrigation Oct-Nov	53.67
			3057636 11/24	CSD Irrigation Oct-Nov	222.07
			3057647 11/24	CSD Irrigation Oct-Nov	596.11
			3057650 11/24	CSD Irrigation Oct-Nov	331.80
			3057651 11/24	CSD Irrigation Oct-Nov	643.81
			3057652 11/24	CSD Irrigation Oct-Nov	144.65
			3063320 11/24	CSD Irrigation Oct-Nov	81.17
				Check Total:	37,763.54
00162813	12/19/24	V003095	Riverside County		
			IN1019608	April-June 2024 Code Enf	1,306.88
			IN1027799	COSP Pool Health Permit	200.00
				Check Total:	1,506.88
00162814	12/19/24	V000946	Southern CA Edison Company		
			5816947 12/24	city hall EV charging station	11,116.96
			5926172 12/24	Sr Ctr EV charging station	8,601.32
			6796273 12/24	Warm Spgs Pkwy street light	47.85
			7475262 12/24	city hall electric	5,462.91
			9857352 12/24	Jeff annex electric	941.74
				Check Total:	26,170.78
00162815	12/19/24	V000194	State of California DOJ		
			773043	OCT '24 LIVE SCANS	2,661.00
			778795	OCT '24 BLOOD ALC ANALYSIS	560.00
				Check Total:	3,221.00
00162816	12/19/24	V000160	Boncor Water Systems LLC		
			915580 12/24	Admin Reverse Osmosis-December	49.50
				Check Total:	49.50

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00162817	12/19/24	V004978	US TelePacific Corp		
			183480520-0	Redundant Internet	660.25
			183480520-0	Redundant Internet	872.97
					Check Total: 1,533.22
00162818	12/19/24	V001040	U S Bank National Association		
			7557024	Admin Fee TABS 2017A	4,070.00
					Check Total: 4,070.00
00162819	12/19/24	V001071	Verizon Business Serv		
			07563296	City Hall LD 11/1-11/30	82.97
			07686245	Prks Rec CalOaks LD 11/1-11/30	0.84
			07686246	Fire Station 1 LD 11/1-11/30	1.13
			07686247	Fire Station 2 LD 11/1-11/30	0.56
			07686248	PD 911 LD 11/1-11/30	47.39
					Check Total: 132.89
00162820	12/19/24	V002822	Cellco Partnership		
			6100328072	IT WiFi 11/5-12/4	100.07
			9977401458	SEPT 29-OCT 28 Tablet Service	40.04
			9979829988	CSD Direct Connects Oct-Nov	1,248.19
			9979829989	iPads for B&S Inspectors	175.79
9979829992	Verizon Oct29-Nov28 2024	669.28			
					Check Total: 2,233.37
00162821	12/19/24	V001127	Willdan Engineering		
			002-32405	Fire Plan Check-November Svc	10,703.28
					Check Total: 10,703.28
00162822	12/19/24	V001128	Willdan Financial Services		
			010-60791	LLD 1 Levy	428.96
			010-60791	LLD 2 Levy	282.72
			010-60791	LLD 3 Levy	215.59
			010-60791	LLD 4 Levy	272.40
			010-60791	LLD 5 Levy	248.52
			010-60791	LLD 6 Levy	247.28
			010-60791	LLD 7 Levy	253.06
			010-60791	LLD 8 Levy	220.19
			010-60791	LLD 9 Levy	230.00
			010-60791	LLD 10 Levy	411.90
			010-60791	LLD 11 Levy	287.67
			010-60791	LLD 12 Levy	692.42
			010-60791	LLD 13 Levy	335.13
			010-60791	LLD 14 Levy	280.20
			010-60791	LLD 15 Levy	394.28
			010-60791	LLD 16 Levy	447.37
			010-60791	LLD 17 Levy	260.87
010-60791	LLD 18 Levy	240.25			

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			010-60791	LLD 19 Levy	324.64
			010-60791	LLD 20 Levy	243.65
			010-60791	LLD 21 Levy	376.61
			010-60791	LLD 22 Levy	227.33
			010-60791	LLD 23 Levy	263.65
			010-60791	LLD 24 Levy	209.91
			010-60791	LLD 25 Levy	213.05
			010-60791	LLD 26 Levy	206.25
			010-60791	LLD 27 Levy	204.67
			010-60791	LLD 28 Levy	195.11
			010-60791	LLD 29 Levy	160.79
			010-60791	LLD 31 Levy	167.55
			010-60792	Mthly CSD Park Tax Admin	2,739.22
				Check Total:	11,281.24
00162823	12/26/24	V005319	Self Insured Services Company		
			1115/2401250	PAYROLL 2401250	22,898.34
			1115/2401250	COBRA 2401250	1,552.50
			1115/2401250	PAYROLL 2401250	6,054.75
			1115/2401250	PAYROLL 2401250	6,624.00
			1115/2401250	PAYROLL 2401250	2,484.00
			1115/2401250	PAYROLL 2401250	1,179.90
			1115/2401250	PAYROLL 2401250	1,469.70
			1115/2401250	PAYROLL 2401250	63.14
			1115/2401250	PAYROLL 2401250	5.17
			1115/2401250	PAYROLL 2401250	207.00
			1115/2401250	PAYROLL 2401250	1,138.50
				Check Total:	43,677.00
00162824	12/26/24	V000184	CA Assoc of Prof Firefighters		
			1130/2401250	PAYROLL 2401250	192.00
			1130/2401250	PAYROLL 2401250	736.00
			2130/2401250	PAYROLL 2401250	2.81
			2130/2401250	PAYROLL 2401250	162.00
			2130/2401250	PAYROLL 2401250	618.19
				Check Total:	1,711.00
00162825	12/26/24	V000201	California Law Enforcement Assoc		
			1132/2401250	PAYROLL 2401250	1,638.00
			1132/2401250	PAYROLL 2401250	331.50
			2132/2401250	PAYROLL 2401250	1,071.63
			2132/2401250	PAYROLL 2401250	188.99
			2132/2401250	PAYROLL 2401250	1.88
				Check Total:	3,232.00
00162826	12/26/24	V004779	Larsen, Kaylee		
			LARSEN/DEC.24	ADPP DEC.24 - Larsen	4,841.00

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Check #	Date	Vendor	Inv #	Description	Amount Paid
					Check Total: 4,841.00
00162827	12/26/24	V004287	Moss, Lori MOSS/JAN25	Benefit Medical Moss-Jan25	695.00
					Check Total: 695.00
00162828	12/26/24	V005134	Schumaker, Zach SCHUM/DEC.24	ADPP DEC.24 - Schumaker	5,106.00
					Check Total: 5,106.00
00162829	12/26/24	V000959	Standard Insurance		
			1030/2401250	PAYROLL 2401250	2,712.33
			1030/2401250	PAYROLL 2401250	839.81
			1030/2401250	PAYROLL 2401250	1,763.51
			1030/2401250	PAYROLL 2401250	345.64
			1030/2401250	PAYROLL 2401250	160.20
			1030/2401250	PAYROLL 2401250	187.09
			1030/2401250	PAYROLL 2401250	17.29
			1030/2401250	PAYROLL 2401250	2.83
			1030/2401250	PAYROLL 2401250	39.30
			1030/2401250	PAYROLL 2401250	190.49
			1134/2401250	PAYROLL 2401250	7,220.41
			1134/2401250	PAYROLL 2401250	1,538.08
			1134/2401250	PAYROLL 2401250	1,076.50
			1134/2401250	PAYROLL 2401250	1,075.89
			1134/2401250	PAYROLL 2401250	546.34
			1134/2401250	PAYROLL 2401250	654.84
			1134/2401250	PAYROLL 2401250	41.48
			1134/2401250	PAYROLL 2401250	3.40
			1134/2401250	PAYROLL 2401250	117.00
			1134/2401250	PAYROLL 2401250	618.51
			1140/2401250	PAYROLL 2401250	1,804.62
			1140/2401250	PAYROLL 2401250	384.42
			1140/2401250	PAYROLL 2401250	269.07
			1140/2401250	PAYROLL 2401250	268.89
			1140/2401250	PAYROLL 2401250	136.53
			1140/2401250	PAYROLL 2401250	163.65
			1140/2401250	PAYROLL 2401250	10.37
			1140/2401250	PAYROLL 2401250	0.85
			1140/2401250	PAYROLL 2401250	29.24
			1140/2401250	PAYROLL 2401250	154.60
			1150/2401250	PAYROLL 2401250	502.23
			1150/2401250	PAYROLL 2401250	155.52
			1150/2401250	PAYROLL 2401250	326.49
			1150/2401250	PAYROLL 2401250	64.00
			1150/2401250	PAYROLL 2401250	29.64

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Check #	Date	Vendor	Inv #	Description	Amount Paid
			1150/2401250	PAYROLL 2401250	34.64
			1150/2401250	PAYROLL 2401250	3.20
			1150/2401250	PAYROLL 2401250	0.52
			1150/2401250	PAYROLL 2401250	9.03
			1150/2401250	PAYROLL 2401250	35.26
			PEA/2401250	Contract Srvcs-Other	15.75
				Check Total:	23,549.46
00162830	12/26/24	V003638	U.S. Bank Trustee For PARS/ARS 6746022400		
			1401/2401250	PAYROLL 2401250	93.89
			1401/2401250	PAYROLL 2401250	68.47
			1401/2401250	PAYROLL 2401250	107.84
			2401/2401250	PAYROLL 2401250	447.80
			2401/2401250	PAYROLL 2401250	326.93
			2401/2401250	PAYROLL 2401250	514.63
				Check Total:	1,559.56
00162831	12/26/24	V001077	Vierstra, Judith		
			VIERSTRA/JAN25	Vierstra Medical January 2025	1,808.31
				Check Total:	1,808.31
00162832	12/26/24	V001082	Vision Service Plan CA		
			1125/2401250	PAYROLL 2401250	8,703.88
			1125/2401250	COBRA 2401250	553.28
			1125/2401250	PAYROLL 2401250	2,272.40
			1125/2401250	PAYROLL 2401250	2,489.76
			1125/2401250	PAYROLL 2401250	948.48
			1125/2401250	PAYROLL 2401250	450.53
			1125/2401250	PAYROLL 2401250	561.18
			1125/2401250	PAYROLL 2401250	24.11
			1125/2401250	PAYROLL 2401250	1.98
			1125/2401250	PAYROLL 2401250	79.04
			1125/2401250	PAYROLL 2401250	434.72
				Check Total:	16,519.36
00162833	12/26/24	V005865	Washington State Council of Fire Fighters		
			1184/2401250	PAYROLL 2401250	1,200.00
			1184/2401250	PAYROLL 2401250	4,600.00
			2184/2401250	PAYROLL 2401250	7.43
			2184/2401250	PAYROLL 2401250	1,200.00
			2184/2401250	PAYROLL 2401250	4,592.57
				Check Total:	11,600.00
00162834	12/27/24	V000020	A T & T		
			000022714325	PD FAX LD 11/10-12/09	0.26
			000022738859	PD 83HCQS359 11/13-12/12	631.56
			000022739424	CH 83HCQS-038 LD 11/13-12/12	485.94

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			000022739595	FS 4 HCQS-373 11/13-12/12	165.96
			000022739597	FS 3 HCQS-380 11/13-12/12	165.96
			000022739599	CH 83HCQS-038 11/13-12/12	165.96
				Check Total:	1,615.64
00162835	12/27/24	V003581	Airgas USA LLC		
			5512808456	S1-Oxygen Bottle Rental-Nov	144.15
			5512808596	S2-Oxygen Bottle Rental-Nov	169.29
			5512808755	S3-Oxygen Bottle Rental-Nov	301.14
			5512808905	S4-Oxygen Bottle Rental-Nov	81.57
			5512809045	S5-Oxygen Bottle Rental-Nov	92.00
			9156226577	S4-3 CL Oxygen Delivered	105.51
				Check Total:	893.66
00162836	12/27/24	V005378	Aleshire & Wynder LLP		
			91582	Legal-Library Nov2024	116.00
			91583	Legal-PW Nov 2024	2,754.00
			91584	Legal-Fire Nov 2024	4,250.00
			91585	Legal-City Clerk Nov 2024	15,162.60
			91586	Legal-Disc Vill Nov 2024	280.00
			91587	Legal-Adobe Sp Nov 2024	80.00
			91588	Legal-Choula Nov 2024	249.20
			91589	LEgal-Reynolds Nov 2024	581.20
				Check Total:	23,473.00
00162837	12/27/24	V000073	Alliance Propane Inc		
			26764	S4-162 Gal Propane	621.63
				Check Total:	621.63
00162838	12/27/24	V000075	Allied Traffic & Eq't Rentals		
			94935	traffic signs & equipment	554.63
				Check Total:	554.63
00162839	12/27/24	V000076	AllStar Fire Equipment Inc		
			241017-A	(1) Turnout Gear Pants & Suspe	1,781.87
				Check Total:	1,781.87
00162840	12/27/24	V005121	American Eagle Trophies		
			12917	Turnout Gear Locker Nameplate	19.58
				Check Total:	19.58
00162841	12/27/24	V004833	Architerra Inc.		
			32978	LANDSCAPE/ON CALL SERVICES	5,571.98
				Check Total:	5,571.98
00162842	12/27/24	V005191	AT&T Corp.		
			76X12102024	S5-Internet Service-November	123.72
				Check Total:	123.72
00162843	12/27/24	V000122	Powersports Unlimited Inc		
			48583	24-14 SVC/RPR	1,400.74

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			48597	19-15 RPR/SVC	1,774.37
				Check Total:	3,175.11
00162844	12/27/24	V003637	Brodart Co		
			B6903505	Collection Development	370.91
			B6904171	Collection Development	1,423.00
				Check Total:	1,793.91
00162845	12/27/24	V000176	Busy Bee Electrical Enterprise		
			27488	Busy Bee Electric is being	485.00
				Check Total:	485.00
00162846	12/27/24	V000189	CA Dept of Conservation		
			JUL-SEP2024SMIP	July-Sep 2024 SMIP Fee	4,240.48
			JUL-SEP2024SMIP	5% Withheld -Seismic Education	-212.02
				Check Total:	4,028.46
00162847	12/27/24	V005693	Capital Construction Inc		
			2229	S2 Courtyard Window Replace	7,373.00
			2230	S2 Apparatus Bay Window Replac	8,240.00
				Check Total:	15,613.00
00162848	12/27/24	V005425	Chavez, Diego		
			CALPELRA2024 DC	CALPELRA2024 DC	299.09
			CALPELRA24 CHAVE	CALPELRA Conference 2024	331.58
			CALPELRA24CHAVE	CR Entry correction	-331.58
				Check Total:	299.09
00162849	12/27/24	V000182	CSMFO		
			012224	Professional Member - Mendoza	60.00
			012224	Management Member - Carcamo	150.00
			012224	Management Member - Terry	150.00
			012224	Management Member - Lopez	150.00
			012224	Professional Member - Benson	60.00
			012224	Professional Member - Johnson	60.00
				Check Total:	630.00
00162850	12/27/24	V005467	D&W Consulting Inc		
			2024-2009	Weed Abatement Service	4,892.00
				Check Total:	4,892.00
00162851	12/27/24	V005256	Disability Access Consultants LLC		
			24-329	ADA Consultation Services	4,400.00
				Check Total:	4,400.00
00162852	12/27/24	V005923	Edward Dosamantes		
			0195	SCBA apparatus & radio labels	4,528.17
				Check Total:	4,528.17
00162853	12/27/24	V000402	Excel Landscape Inc		
			109006	Sykes Ranch - Dirt Removal	1,320.66
			110285	General Ldscp Mnt	16,237.20

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Check #	Date	Vendor	Inv #	Description	Amount Paid
					Check Total: 17,557.86
00162854	12/27/24	V004399	Fast 5 Jackson 2 LLC		
			7835	Fire Fleet Wash Service	151.00
			7909	Fleet Carwash-November	163.00
					Check Total: 314.00
00162855	12/27/24	V002821	Frontier California Inc		
			304-2854 12/24	CSD Carlton Oaks 12/10-1/9	150.61
			461-4354 12/24	CSD Town Hall Main 12/10-1/9	519.68
			698-1294 12/24	CSD COSP Modem 12/10 -1/09	76.62
			698-6230 12/24	Elevator phone	59.12
			894-1564 12/24	Fire 1 12/10-1/9	90.79
					Check Total: 896.82
00162856	12/27/24	V005880	Hazzard Backflow Inc		
			40488	Backflow testing for FY 24/25	1,620.00
			40589	Backflow testing for FY 24/25	1,420.00
					Check Total: 3,040.00
00162857	12/27/24	V004971	Herring, Sue Ann		
			12262024SAH	Reimb-Grant Workshop Mileage	70.35
					Check Total: 70.35
00162858	12/27/24	V004886	Industrial Door Group Inc		
			24-801595	Repair SC men's restroom door	305.75
			24-801656	Rollup Door Diagnostic	586.50
			24-801657	Door motor swap Library	1,240.75
			24-801661	Library Door Repair 11/18	750.00
			24-801662	Library Door Repair 11/6	750.00
					Check Total: 3,633.00
00162859	12/27/24	V003632	Ingram Library Services Inc		
			85236629	Collection Development	70.85
					Check Total: 70.85
00162860	12/27/24	V004724	Inland Empire Media Group Inc		
			INV52651	Advertising	2,095.00
					Check Total: 2,095.00
00162861	12/27/24	V005436	Inland Fleet Solutions Inc		
			8000	E4-Foam Pump & Serpentine Belt	3,037.73
			8468	E4-Starter Replaced	1,012.02
			8469	E3R-Multiplex Elect Module	6,118.11
					Check Total: 10,167.86
00162862	12/27/24	V005897	Innovative Light Designs		
			2973	City tree decorating	3,000.00
					Check Total: 3,000.00
00162863	12/27/24	V005779	J. Harris Industrial Water Treatment Inc		
			2224606	DI Tank Rental & Exchange	192.17

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					Check Total: 192.17
00162864	12/27/24	V005805	Kathleen M Stocks 000001	Library Art Class 12/4	600.00
					Check Total: 600.00
00162865	12/27/24	V005180	Larsen, Peter 121724PL3 121724PL4	Larsen MTR SCH 10/28-11/1REIMB Larsen MTR SCH 11/4-8 REIMB	109.86 106.02
					Check Total: 215.88
00162866	12/27/24	T03992	Lauren Osorio 80538016	Refund of recreation class	27.54
					Check Total: 27.54
00162867	12/27/24	V004878	Leitch, Reed 121824RL	LEITCH ICI 11/12-11/15 REIMB	240.25
					Check Total: 240.25
00162868	12/27/24	V000604	Life Assist Inc 1534276 1534276	CERT Moulage Kit FY23 CERT Grant-Moulage	99.99 650.00
					Check Total: 749.99
00162869	12/27/24	V000606	Lloyd Pest Control 8520566	Amphitheater - Pest Srvc July	80.00
					Check Total: 80.00
00162870	12/27/24	V000582	LN Curtis & Sons PINV952397	Fire Investigator SCBA equip	8,792.44
					Check Total: 8,792.44
00162871	12/27/24	V004682	Michael Baker International Inc 1229798	FY 24/25 On-call consulting	5,690.00
					Check Total: 5,690.00
00162872	12/27/24	V005831	Millsten Enterprises Inc 13250 13250 13250 13250 13250 13250	Oak Terrace Retention Oak Terrace Nov 2024 Monte Vista Retention Palomar Retention Palomar Park Nov 2024 Monte Vista Park Nov 2024	-2,669.85 53,397.00 -598.50 -43.52 870.35 11,970.00
					Check Total: 62,925.48
00162873	12/27/24	V004782	Auto Parts Pros LLC 140603 141328 141755	Fuel-Small Engine Tools Antifreeze & Window Wash Toy Hauler Trailer Gen.Battery	652.28 157.42 72.13
					Check Total: 881.83
00162874	12/27/24	V004471	Omega Print 38598	Business Cards-Macaliniao	46.22

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			39098	BUSINESS CARDS (5)	380.63
			39217	MEADOWS, J. BUSINESS CARDS	76.13
			39239	BAKER, T. BUSINESS CARDS	76.13
			39263	DURRANT, J. BUSINESS CARDS	76.13
				Check Total:	655.24
00162875	12/27/24	V005291	Priority Building Services LLC		
			94502	Cleaning of TSP dressing rooms	150.00
			94940	Aug Mnthly CC Custodial Srvc	2,480.90
			94940	Mthly Yth Ctr Custodial Srvc	2,362.91
			94940	Mthly Sr Ctr Custodial Srvc	2,953.89
			94940	Mthly Alderwood Custodial Srvc	1,015.82
			94941	Jul Mnthly CC Custodial Srvc	2,480.90
			94941	Mthly Yth Ctr Custodial Srvc	2,362.91
			94941	Mthly Sr Ctr Custodial Srvc	2,953.89
			94941	Mthly Alderwood Custodial Srvc	1,015.82
				Check Total:	17,777.04
00162876	12/27/24	V002755	Prudential Overall Supply		
			132290889	PW uniform service	81.84
				Check Total:	81.84
00162877	12/27/24	V000817	Rancho California Water District		
			3054003 12/24	S5 Water 11/15-12/16/24	83.10
			3054004 12/24	S5-Irrigation 11/15-12/16/24	55.46
				Check Total:	138.56
00162878	12/27/24	V005885	Renes Commercial Management		
			11-24	S4-Gopher/Squirrel Control-Nov	275.00
				Check Total:	275.00
00162879	12/27/24	V005919	ReNewell Fleet Service LLC		
			3592	E3-Dryer Assembly	1,602.58
			3919	E5-Air Brake Hoses & Clamps	311.37
				Check Total:	1,913.95
00162880	12/27/24	V004218	Goldman, Ronald A		
			324	Murrieta Hills Project	1,095.00
			521	The Vineyards	345.00
				Check Total:	1,440.00
00162881	12/27/24	V000878	RSG Inc		
			12670	Successor Agency 11/2024	1,031.25
				Check Total:	1,031.25
00162882	12/27/24	V003264	Safeway Sign Company		
			58336	Street name signs	140.79
				Check Total:	140.79
00162883	12/27/24	V004734	SC Commercial LLC		
			2758336-IN	S2-371 Gal Diesel Fuel	1,871.95

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			IN-0000031838	S3-257 Gal Diesel Fuel	1,380.71
			IN-0000032757	S1-504 Gal Diesel Fuel	2,371.24
				Check Total:	5,623.90
00162884	12/27/24	V004734	SC Commercial LLC		
			IN-0000028926	Fuel Delivery for 12/09/24	5,545.25
				Check Total:	5,545.25
00162885	12/27/24	V000946	Southern CA Edison Company		
			1006988 12/24	traffic control street lights	9,128.13
			1391480 12/24	S5-Electric 11/23-12/23/24	539.22
			2272173 12/24	Mech Shop Elect-11/15-12/14/24	465.94
			3038848 12/24	LS-3 street lights	1,839.60
			5585422 12/24	S4-Electric 11/12-12/10/24	1,405.23
			585422 12/24	S4-Electric-11/12-12/10/24	1,405.23
			6718878 12/24	PW1 - Street Lights	4,164.83
			6718878 12/24	LOCAL A - Street Lights	1,471.43
			6718878 12/24	LOCAL B - Street Lights	3,267.40
			6718878 12/24	LOCAL C - Street Lights	297.97
			6718878 12/24	LOCAL D - Street Lights	1,101.41
			6718878 12/24	LOCAL E - Street Lights	298.88
			6718878 12/24	LOCAL F - Street Lights	131.06
			6718878 12/24	LOCAL H - Street Lights	514.13
			6718878 12/24	LOCAL I - Street Lights	243.28
			6718878 12/24	LLD 1 - Street Lights	470.57
			6718878 12/24	LLD 2 - Street Lights	178.89
			6718878 12/24	LLD 3 - Street Lights	19.70
			6718878 12/24	LLD 4 - Street Lights	160.07
			6718878 12/24	LLD 5 - Street Lights	128.07
			6718878 12/24	LLD 6 - Street Lights	110.82
			6718878 12/24	LLD 7 - Street Lights	111.05
			6718878 12/24	LLD 8 - Street Lights	273.34
			6718878 12/24	LLD 9 - Street Lights	60.47
			6718878 12/24	LLD 10 - Street Lights	373.43
			6718878 12/24	LLD 11 - Street Lights	235.05
			6718878 12/24	LLD 12 - Street Lights	572.66
			6718878 12/24	LLD 13 - Street Lights	182.21
			6718878 12/24	LLD 14 - Street Lights	108.61
			6718878 12/24	LLD 15 - Street Lights	16.71
			6718878 12/24	LLD 16 - Street Lights	260.30
			6718878 12/24	LLD 17 - Street Lights	83.27
			6718878 12/24	LLD 18 - Street Lights	96.04
			6718878 12/24	LLD 19 - Street Lights	182.21
			6718878 12/24	LLD 20 - Street Lights	91.85
			6718878 12/24	LLD 21 - Street Lights	298.44

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**Current Time:** 10:58:29

**City of Murrieta  
Check Register**

Check #	Date	Vendor	Inv #	Description	Amount Paid
			6718878 12/24	LLD 22 - Street Lights	8.33
			6718878 12/24	LLD 23 - Street Lights	131.54
			6718878 12/24	LLD 24 - Street Lights	43.86
			6718878 12/24	LLD 25 - Street Lights	78.44
			6718878 12/24	LLD 26 - Street Lights	31.24
			6718878 12/24	LLD 27 - Street Lights	70.13
			6718878 12/24	LLD 28 - Street Lights	24.60
			6718878 12/24	PW2 - Street Lights	15,618.15
			8079776 12/24	LS-3/TC-1 street lights	492.83
				Check Total:	46,786.62
00162886	12/27/24	V000952	DS Waters of America Inc 9790311 112724	PW Yard bottled water	259.79
				Check Total:	259.79
00162887	12/27/24	V004678	Signal Hill Auto Enterprises Inc. 081091	All Stations Janitorial Supply	423.77
				Check Total:	423.77
00162888	12/27/24	V004715	California Newspapers Partnership 0011700541	NIB-21029 MIC Tenant Improveme	414.98
			0011702296	CCB Notice	382.93
			0011702301	PH Notice CDBG	245.81
				Check Total:	1,043.72
00162889	12/27/24	V003414	The Radar Shop Inc 25787	RADAR/LIDAR RECERT	2,052.00
				Check Total:	2,052.00
00162890	12/27/24	V005434	California Multi-Agency Support Services 2566	UAS TRAINING K. MEYER	406.81
			2566A	UAS Training K.Meyer	395.00
			2566C	CR TO CORRECT AMOUNT	-406.81
				Check Total:	395.00
00162891	12/27/24	V005242	Trilogy Medwaste West LLC 1654237	Medical Waste Pickup-November	659.52
				Check Total:	659.52
00162892	12/27/24	V001040	U S Bank National Association 8693347712448	Voyager Fuel-City Nov2024	2,098.85
			8693349042448	Voyager Fuel-Fire Nov2024	3,859.64
			8693349122448	Voyager Fuel-PD Nov2024	4,334.49
				Check Total:	10,292.98
00162893	12/27/24	V005088	Velazquez, Eric 121824EV	VELAZQUEZ IVSS 11/3-11/6 REI	240.25
				Check Total:	240.25
00162894	12/27/24	V002822	Cellco Partnership 6100052437	Wireless Defibrillator Svc-Nov	90.74

**User:** Missy Matula  
**Report:** AP3018RV1- Detail Check

**Current Date:** 01/02/2025  
**Current Time:** 10:58:29

**City of Murrieta  
Check Register**

Check #	Date	Vendor	Inv #	Description	Amount Paid
					Check Total: 90.74
00162895	12/27/24	V004913	VertiGIS North America Ltd. IN-VGNA-00007661	VertGIS- Subscription	16,100.00
					Check Total: 16,100.00
00162896	12/27/24	V001090	Calmat Co 2453387	asphalt materials	429.23
					Check Total: 429.23
00162897	12/27/24	V001100	Waste Management Inland Valley JUL-	JUL-SEP 2024 Waste Mgmt Fees	12,114.52
			JUL-	12% Franchise Fee	-1,453.74
					Check Total: 10,660.78
00162898	12/27/24	V001109	West Coast Arborists Inc 222842	CSD Tree Trimming Srvcs	36,687.05
			222845	LLD 18 Tree Trimming Srvcs	2,142.40
					Check Total: 38,829.45
00162899	12/27/24	V001122	Westrux International Inc 01P194610	B4-Door Strip & Hood Latches	1,134.52
			04P271644	B5-Pressure Protection Valve	83.19
					Check Total: 1,217.71
<b>00162900</b>	12/27/24	V001128	Willdan Financial Services 010-59917	LRB 2020A CDIAC FY24	600.00
			010-60575	WRCOG 2020A CDIAC FY24	65.64
			010-60575	WRCOG 2020A CDIAC FY24	20.75
			010-60575	WRCOG 2020A CDIAC FY24	46.43
			010-60575	WRCOG 2020A CDIAC FY24	4.25
			010-60575	WRCOG 2020A CDIAC FY24	15.05
			010-60575	WRCOG 2020A CDIAC FY24	4.23
			010-60575	WRCOG 2020A CDIAC FY24	1.68
			010-60575	WRCOG 2020A CDIAC FY24	7.23
			010-60575	WRCOG 2020A CDIAC FY24	6.70
			010-60575	WRCOG 2020A CDIAC FY24	2.53
			010-60575	WRCOG 2020A CDIAC FY24	0.30
			010-60575	WRCOG 2020A CDIAC FY24	2.28
			010-60575	WRCOG 2020A CDIAC FY24	1.73
			010-60575	WRCOG 2020A CDIAC FY24	1.58
			010-60575	WRCOG 2020A CDIAC FY24	1.73
			010-60575	WRCOG 2020A CDIAC FY24	3.73
			010-60575	WRCOG 2020A CDIAC FY24	0.85
			010-60575	WRCOG 2020A CDIAC FY24	5.30
			010-60575	WRCOG 2020A CDIAC FY24	7.10
			010-60575	WRCOG 2020A CDIAC FY24	15.28
			010-60575	WRCOG 2020A CDIAC FY24	5.15

**User:** Missy Matula  
**Report:** AP3018RV1- Detail Check

**Current Date:** 01/02/2025  
**Current Time:** 10:58:29



City of Murrieta  
Check Register

Check #	Date	Vendor	Inv #	Description	Amount Paid
			010-60575	WRCOG 2020A CDIAC FY24	1.83
			010-60575	WRCOG 2020A CDIAC FY24	0.28
			010-60575	WRCOG 2020A CDIAC FY24	7.33
			010-60575	WRCOG 2020A CDIAC FY24	1.83
			010-60575	WRCOG 2020A CDIAC FY24	1.38
			010-60575	WRCOG 2020A CDIAC FY24	4.53
			010-60575	WRCOG 2020A CDIAC FY24	1.55
			010-60575	WRCOG 2020A CDIAC FY24	4.88
			010-60575	WRCOG 2020A CDIAC FY24	0.15
			010-60575	WRCOG 2020A CDIAC FY24	2.20
			010-60575	WRCOG 2020A CDIAC FY24	0.73
			010-60575	WRCOG 2020A CDIAC FY24	1.30
			010-60575	WRCOG 2020A CDIAC FY24	0.68
			010-60575	WRCOG 2020A CDIAC FY24	1.13
			010-60575	WRCOG 2020A CDIAC FY24	0.68
			010-60575	TABS 2017A CDIAC FY24	250.00
			010-60575	TABS 2017B CDIAC FY24	250.00
			010-60575	LRB 2020A CDIAC FY24	250.00
			010-60575	CFD 2000-1 CDIAC FY24	1,007.50
			010-60575	CFD 2001-1A CDIAC FY24	987.50
			010-60575	CFD 2001-1B CDIAC FY24	980.00
			010-60575	CFD 2003-1 CDIAC FY24	1,050.00
			010-60575	CFD 2003-2 CDIAC FY24	975.00
			010-60575	CFD 2005-5A CDIAC FY24	950.00
			010-60575	CFD 2005-5B CDIAC FY24	950.00
Check Total:					8,500.00

Invoice Count: 1193

**Grand Total:** 3,650,833.94



# CITY OF MURRIETA

## City Council Meeting Agenda Report

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2/4/2025  
Agenda Item No. 3.

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TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Diego Chavez, Administrative Services Director

PREPARED BY: Diane Kohanyi, Management Analyst - IT

SUBJECT: Cisco SmartNet Software License and Support Services

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### **RECOMMENDATION**

Authorize the use of Cooperative Agreement #2018011-02 to Purchase SmartNet services and authorize SHI International Corp (SHI) to administer the agreement;

Authorize the use of the Cisco Master Agreement;

Approve an agreement with SHI in an amount not to exceed \$73,492.94, for Fiscal Year 2024/25; and

Authorize the City Manager to execute the agreement with SHI and approve amendments, during its term, not to exceed \$75,000.

### **PRIOR ACTION/VOTE**

On December 21, 2021, the City Council adopted Resolution No. 21-4506, authorizing entering into an agreement with SHI International Corporation (SHI) for Cisco SmartNet software license and support services (Vote 5-0).

On February 20, 2024, the City Council approved a one-year agreement to purchase SmartNet services in an amount not exceeding \$76,088.35 for Fiscal Year 2023/24 (Vote 5-0).

### **CITY COUNCIL GOAL**

Maintain a high performing organization that values fiscal sustainability, transparency, accountability and organizational efficiency.

### **BACKGROUND**

The proposed agreement between the City of Murrieta (City) and SHI International Corporation (SHI) is for the procurement of the Cisco SmartNet services. The City uses Cisco networking equipment across the entire City computer network. SmartNet is a service provided by Cisco for professional technical support, hardware

replacement, updates, warranty coverage, and network analytics for Cisco devices. SmartNet services are sold by resellers like SHI but are directly fulfilled by Cisco. Purchasing SmartNet via a reseller is necessary to utilize Cisco's services. Based on research and best value, the City's Information Technology division recommends utilizing SHI as the value-added reseller to administer the agreement for Cisco SmartNet services. Staff proposes entering into a one-year agreement with SHI for SmartNet services, effective February 8, 2025, through February 7, 2026.

The Cooperative Contract #2018011-02, initiated by the City of Mesa, Arizona, was utilized for competitive bidding and final pricing. In accordance with City of Murrieta Municipal Code Section 3.08.295 *Cooperative Purchasing*, the City Council, City Manager, or purchasing agent, at their prescribed authorization levels, shall have the authority to join with other public and quasi-public agencies in cooperative purchasing plans or programs as long as the administering agency, in this case, the City of Mesa, Arizona, has made its purchases in a competitive manner.

### **FISCAL IMPACT**

The fiscal impact for this service is \$73,492.94. Funding is available in the Fiscal Year 2024/25 Operating Budget, Information Technology Fund (GL 726830-62160).

### **ATTACHMENTS**

1. Cooperative Agreement #2018011-02
2. Term extension to Cooperative Agreement #2018011-02, Amendment Two
3. Cisco Master Agreement
4. SHI Quote

**City of Mesa, AZ**

**Contract # 2018011-02**

*for*

Information Technology Solutions and Services

*with*

**SHI International Corp.**

Effective: March 1, 2018

The following documents comprise the executed contract between the City of Meza, AZ and SHI International Corp, effective March 1, 2018:

- I. Executed Contract
- II. Mayor and Council Approval
- III. Supplier Response
- IV. Original RFP



**AGREEMENT PURSUANT TO SOLICITATION**

**CITY OF MESA AGREEMENT NUMBER 2018011  
INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**

**CITY OF MESA, Arizona ("City")**

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466 Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 400 Mesa, AZ 85201
Attention	Sharon Brause, CPPO, CPPB, CPCP Senior Procurement Officer
E-Mail	<a href="mailto:Sharon.Brause@MesaAZ.gov">Sharon.Brause@MesaAZ.gov</a>
Phone	(480) 644-2815
Fax	(480) 644-2655

**AND**

**SHI INTERNATIONAL CORP., ("Contractor")**

Mailing Address	290 Davidson Ave Somerset, NJ 08873
Remit Address	PO Box 952121 Dallas, TX 75395-2121
Attention	Meghan Flisakowski, Public Program Manager
E-Mail	<a href="mailto:Meghan.Flisakowski@shi.com">Meghan.Flisakowski@shi.com</a>
Phone	512-517-4088
Fax	732-652-6599
Website	<a href="http://www.publicsector.shidirect.com/">www.publicsector.shidirect.com/</a>

## CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to solicitation ("Agreement") is entered into this 27th day of February, 2018, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and SHI INTERNATIONAL CORP, a New Jersey corporation ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

### RECITALS

- A. The City issued solicitation number 2018011 ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**, to which Contractor provided a response ("Response"); and
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the Services/Products described in the Solicitation and Response.
- C. "Services" means the resale services provided by Contractor under this Agreement; i.e. sourcing and fulfilling the Product and/or providing deliverables identified in an Order.
- D. "Products" means collectively third-party software, computer peripherals, computer hardware, and associated IT services provided by third parties or Contractor, as the case may be.
- E. "Order" means the form of purchase order or other document used for the purpose of ordering Product and/or deliverables pursuant to this Agreement. Order shall also include a phone order or on-line order placed by the City employee to Contractor utilizing the City's corporate procurement card or the City's written or electronic form of purchase requisition.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

### TERMS & CONDITIONS

- 1. **Term**. This Agreement is for a term beginning on **March 1, 2018** and ending on **February 28, 2023**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
  - 1.1 **Renewals**. On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of **two (2), one (1) year** periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
  - 1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Contractor to provide the Services/Products provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
  - 1.3 **Delivery**. Delivery shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an Order. Contractor agrees to deliver all Products to the desktop of the ordering customer be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. The City of Mesa shall be responsible for extra incurred fees for expedited shipping or other special delivery requirements. In

many cases within the City, the Contractor may be asked to deliver all goods to the front counter within a given department; this is a City requirement and other participating agencies who utilize this Agreement as a cooperative contract (see Exhibit C, Mesa Standard Terms & Conditions) may have other delivery requirements.

2. **Scope of Work.** The Contractor will provide the necessary staff, Services and associated resources to provide the City with the Services, Products, and obligations attached to this Agreement as Exhibit A ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in Exhibit A. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in Exhibit A, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders.** Orders must be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) notice to proceed, or (iii) Delivery Order off a Master Agreement for a requirements contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place Orders as permitted under this Agreement. The terms and conditions on any order form, quote, or similar document provided by Contractor to the City will not take precedence over the language set forth in this Agreement or any of the documents outlined in Section 4 below.

4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, Exhibits, Solicitation, and Response, the language of the documents will control in the following order.

- a. Amendments to the Agreement
- b. Agreement
- c. Exhibits
  1. Mesa Standard Terms & Conditions (Exhibit C)
  2. Pricing (Exhibit B)
  3. Scope of Work (Exhibit A)
  4. Other Exhibits not listed above
- d. Solicitation including any addenda
- e. Contractor's Response

5. **Payment.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in Exhibit B ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.

6. **Pricing.** Contractor's pricing shall be in the format of a minimum percentage discount off a verifiable price index. Contractor may submit discounts for various manufacturers. At the time of purchase, Contractor may offer deeper discounts beyond the discounted price list, based on volume or other factors, as applicable. Minimum discounts will remain firm during the entirety of the Term of the Agreement, unless the Contractor requests to increase its discount percentage, and will include all charges that may be incurred in fulfilling requirement(s). In addition to decreasing prices for the balance of the Term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. In the event a Product is discontinued, Contractor will provide a Product of the same or greater functionality, utilizing the discount structure.



It is the Contractor's responsibility to provide the City with an up-to-date price list for the duration of the Agreement.

- 6.1 **Prices.** All pricing discounts shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and will include all costs of the Contractor providing the Products/Service including transportation and insurance costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the Products or Services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

- 6.2 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this section. Requests for adjustment in cost of labor and/or Products must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the Services/Products under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period prior to expiration date of the then-current term of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the **Consumer Price Index for All Urban Consumers** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

- 6.3 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the Parties. Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in Subsection 6.2. There is no guarantee the City will accept a price adjustment.

- 6.4 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the Service or Product from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. Invoice number and date;
- e. Payment terms;
- f. Date of Service or delivery of Product;
- g. Description of Products or Services provided;
- h. If Products provided, the quantity delivered and pricing of each unit;

- i. Applicable taxes; and
  - j. Total amount due.
- 6.5 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement; otherwise, payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.
- 6.6 **Disallowed Costs, Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for Products/Service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

7. **Insurance.**

- 7.1 Contractor must obtain and maintain at its expense throughout the Term of the Agreement, at a minimum, the types and amounts of insurance set forth in this Section 7 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the Products/Service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

Nothing in this Section 7 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

- 7.2 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.
- 7.3 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the Term of the Agreement.
- 7.4 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.
- 7.5 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.
- 7.6 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor where permitted by law.

- 7.7 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.
- 7.8 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:
- 7.8.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.
- 7.8.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For Commercial General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
- 7.8.3 Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.
8. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. If the City cancels a purchase order following shipment of the Products but prior to delivery, the City shall pay all freight and handling charges for shipment and return shipment of such Products to Contractor. All returns shall be made in accordance with Contractor's Return Policy found at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy) and this Agreement, with the terms of this Agreement controlling. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of Product, or performance of Services. The City reserves the right to purchase contracted items through other sources if determined in the best interests of the City to do so.
9. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor at the address listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that are attached to the Agreement as Exhibit C.
10. **WARRANTY.** Contractor warrants that the Services and Products will conform to the requirements of the Agreement. Additionally, Contractor warrants that all Services will be performed in a good, workman-like and professional manner. The City's acceptance of Services or Products provided by Contractor will not relieve Contractor from its obligations under this warranty. If any Products or Services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide Products or redo such Services until in accordance with this Agreement and to the City's reasonable satisfaction.
11. **OEM PRODUCT WARRANTY.** Contractor is a value-added reseller ("**VAR**") of Products, not the Original Equipment Manufacturer ("**OEM**") or licensor, and, except as provided herein, Contractor disclaims any warranty responsibility regarding warranties provided by the OEM for the Products provided under this Agreement ("**OEM Product Warranty**"). Contractor shall forward the OEM Product Warranties to the City which are provided to Contractor from the OEM of the Product and, to the extent granted by the OEM, the City shall be the beneficiary of the OEM's Product Warranties

with respect to the Product. Contractor is not a party to any such terms of the OEM Product Warranty between the City and OEM and the City agrees to look to the OEM for satisfaction of any and all OEM Product Warranty claims related to that OEM's Product.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY OEM PRODUCT WARRANTY.

12. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
  - a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
  - b. Performance of the Services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
  - c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
  - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
  
13. **Mesa Standard Terms and Conditions.** Exhibit C to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
  
14. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
  
15. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

Exhibits to this Agreement are the following:

  - (A) Scope of Work / Technical Specifications
  - (B) Pricing
  - (C) Mesa Standard Terms and Conditions
  
16. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.
  
17. **Title, Risk of Loss, Returns.** Contractor shall transfer to the City good and merchantable title to the Product, free from all liens, encumbrances and claims of others, upon delivery of the Product to and its receipt by the City, at which time title and risk of loss shall vest fully in the City, unless

notice of rejection is provided to Contractor's authorized representative within three (3) business days after such delivery. All returns of Product shall be made in accordance with this Agreement and Contractor's Return Policy found at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), with the terms of the Agreement controlling.

18. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
19. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

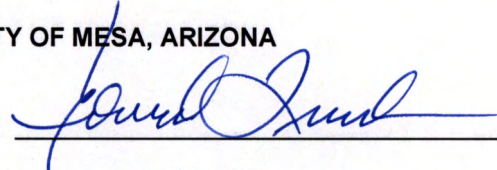
By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA

SHI INTERNATIONAL CORP.

By: \_\_\_\_\_



By: \_\_\_\_\_



Edward Quedens

Cassie Skelton

Printed Name

Printed Name

Business Services Director

Contracts Manager

Title

Title

2-27-18

2/27/18

Date

Date

REVIEWED BY:

By: \_\_\_\_\_



## **EXHIBIT A**

### **SCOPE OF WORK**

1. **MINIMUM REQUIREMENTS.** Contractor must meet the following minimum qualifications:
  - a. A full range of information technology solution Products and Services to meet varying requirements of governmental agencies.
  - b. Have a strong national presence as a computer solutions provider.
  - c. Have a distribution model capable of delivering Products, free of charge, in a timely manner on a nationwide basis.
  - d. Have a demonstrated sales presence.
  - e. Ability to provide a toll-free telephone and state of the art electronic facsimile and internet ordering and billing capabilities.
  - f. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
  
2. **ORDERING.** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Contractor is through the following:
  - a. Online
  - b. Telephone
  - c. Fax
  - d. Email
  
3. **SCOPE OF PRODUCTS.** Contractor will provide the ability to purchase a comprehensive, wide variety of Information Technology Solution Products including but not limited to the following categories:
  - a. **Personal Computer Systems:** National brand name desktop PCs, notebooks and laptops from Enterprise Tier and Middle Tier Contractors that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo and Toshiba.
  - b. **Standard Business Workstation:** These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.
  - c. **High End Workstation:** These will be used by application developers using GIS, CASE or other high-level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.
  - d. **Laptop Computer or Notebook:** These will be used by traveling or remote access users for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.
  - e. **Network Equipment:** This includes equipment primarily used for communications over an IP network. This includes layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e. serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Contractors may include, but not limited to, Cisco Systems, Dell,

Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.

- f. **Monitors:** These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.
- g. **Computer and Network Products and Peripherals:** Complete availability of major manufacturers Product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, keyboards, drives, memory cards, cables, batteries, etc.
- h. **Services:** Services such as cloud computing, consulting, technical support, leasing/financing, trade-ins, repair, design, analysis, configuration, implementation, installation, training, and maintenance, etc. In addition, Services which are related to the design, use or operation of the Products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc.

**Note:** All hardware must come fully assembled. For example, if extra memory, additional drives or peripherals are ordered, the Contractor must install them unless the Participating Agency request they not be installed. Contractor shall provide these assembly and installation services as stated in the applicable Order; any additional terms and costs that may apply will be identified in the quote.

In cases of custom configuration (e.g.: imaging, etching, kitting, build to order machines, rack and stack servers) and large roll outs, there may be an additional cost associated with assembly. Any additional costs will be noted at the time of quoting.

Installation/deployment projects typically are governed by a scope of work specific to the project which may require an additional cost. If installation is requested the Contractor will review options and provide the scope of work as well as any associated costs at the time of quoting.

- i. **Comprehensive Product Offering:** Contractor's complete catalog and Services set forth in Exhibit B shall be available. The City reserves the right to accept or reject any or all items offered.
  - j. **Financing:** Options available such as lease programs and conditional sales contracts.
4. **LICENSES.** Participating Agencies may be required to sign a separate agreement, rider or End User Licensing Agreement ("EULA") as required by manufacturers.
5. **DEFECTIVE PRODUCT.** All defective Products shall be replaced and exchanged by the Contractor at no cost to the City in accordance with this Agreement and Contractor's Return Policy found at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), with the terms of this Agreement controlling. Contractor will order a replacement unit within one (1) business day of notice of damage, defect or DOA from the City. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement Products must be received by the City within seven (7) days of initial notification.

**EXHIBIT B  
PRICING**

Item #	Product	Product / Group	Discount	Manufacturer Name
1)	Group 1 - Systems	1) Desktops	4.50%	SHI's Full Catalog of Systems
		2) Notebooks	4.50%	SHI's Full Catalog of Systems
		3) Tablets	4.50%	SHI's Full Catalog of Systems
		4) Servers (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc)	4.50%	SHI's Full Catalog of Systems
2)	Group 2 - Input Devices	5) Keyboards	5.00%	SHI's Full Catalog of Input Devices
		6) Mice	5.00%	SHI's Full Catalog of Input Devices
		7) Imaging Scanners	4.00%	SHI's Full Catalog of Input Devices
		8) POS Scanners	4.00%	SHI's Full Catalog of Input Devices
		9) Pointing Devices	4.00%	SHI's Full Catalog of Input Devices
		10) Bar Code Readers	4.00%	SHI's Full Catalog of Input Devices
		11) Audio Input	4.00%	SHI's Full Catalog of Input Devices
		12) Input Adapters	4.00%	SHI's Full Catalog of Input Devices
		13) PC and Network Cameras	4.00%	SHI's Full Catalog of Input Devices
		14) Input Cables	4.00%	SHI's Full Catalog of Input Devices
		15) Input Accessories	4.00%	SHI's Full Catalog of Input Devices
		3)	Group 3 - Output Devices	16) Displays
17) Printers	4.50%			SHI's Full Catalog of Output Devices



		18) Inkjet Printers	4.50%	SHI's Full Catalog of Output Devices
		19) Inkjet Photo Printers	4.50%	SHI's Full Catalog of Output Devices
		20) Laser Printers	4.50%	SHI's Full Catalog of Output Devices
		21) Label Printers	4.50%	SHI's Full Catalog of Output Devices
		22) Dot Matrix Printers	4.50%	SHI's Full Catalog of Output Devices
		23) Multi-Function Printers	4.50%	SHI's Full Catalog of Output Devices
		24) Wide Format Printers	4.50%	SHI's Full Catalog of Output Devices
		25) Multi-Function Inkjet Printers	4.50%	SHI's Full Catalog of Output Devices
		26) Wide Format Printers	4.50%	SHI's Full Catalog of Output Devices
		27) Fax Machine Printers	4.50%	SHI's Full Catalog of Output Devices
		28) Printer Accessories	4.50%	SHI's Full Catalog of Output Devices
		29) Projectors	4.50%	SHI's Full Catalog of Output Devices
		30) Projector Accessories	4.50%	SHI's Full Catalog of Output Devices
		31) Audio Input	4.50%	SHI's Full Catalog of Output Devices
		32) Video Cards	4.50%	SHI's Full Catalog of Output Devices
		33) Sound Cards	4.50%	SHI's Full Catalog of Output Devices
		34) Output Accessories	4.50%	SHI's Full Catalog of Output Devices
		35) Printer Consumables	4.50%	SHI's Full Catalog of Output Devices
4)	Group 4 - Memory	36) Desktop	4.50%	SHI's Full Catalog of Memory
		37) Flash	4.50%	SHI's Full Catalog of Memory

		38) Networking	4.50%	SHI's Full Catalog of Memory
		39) Notebook	4.50%	SHI's Full Catalog of Memory
		40) Printer / Fax	4.50%	SHI's Full Catalog of Memory
		41) Server	4.50%	SHI's Full Catalog of Memory
5)	Group 5 - Storage Devices	42) Adapters Fiber Channel	4.00%	SHI's Full Catalog of Storage Devices
		43) Adapters FireWire / USB	4.00%	SHI's Full Catalog of Storage Devices
		44) Adapters IDE/ATA/SATA	4.00%	SHI's Full Catalog of Storage Devices
		45) Adapters RAID	4.00%	SHI's Full Catalog of Storage Devices
		46) Adapters SCSI	4.00%	SHI's Full Catalog of Storage Devices
		47) Bridges & Routers	4.00%	SHI's Full Catalog of Storage Devices
		48) Disk Arrays	4.00%	SHI's Full Catalog of Storage Devices
		49) Disk Arrays JBOD	4.00%	SHI's Full Catalog of Storage Devices
		50) Drives Magneto-Optical	4.00%	SHI's Full Catalog of Storage Devices
		51) Drives Removable Disks	4.00%	SHI's Full Catalog of Storage Devices
		52) Fiber Channel Switches	4.00%	SHI's Full Catalog of Storage Devices
		53) Hard Disks - External	4.00%	SHI's Full Catalog of Storage Devices
		54) Hard Disks - Fiber Channel	4.00%	SHI's Full Catalog of Storage Devices
		55) Hard Disks - IDE/ATA/S	4.00%	SHI's Full Catalog of Storage Devices
56) Hard Disks - Notebook	4.00%	SHI's Full Catalog of Storage Devices		
		57) Hard Disks - SCSI	4.00%	SHI's Full Catalog of Storage Devices

		58) Networking Accessories	4.00%	SHI's Full Catalog of Storage Devices
		59) Optical Drives - CD-ROM	4.00%	SHI's Full Catalog of Storage Devices
		60) Optical Drives - CD-RW	4.00%	SHI's Full Catalog of Storage Devices
		61) Optical Drives - DVD-CD	4.00%	SHI's Full Catalog of Storage Devices
		62) Optical Drives - DVD-RW	4.00%	SHI's Full Catalog of Storage Devices
		63) Storage Accessories	4.00%	SHI's Full Catalog of Storage Devices
		64) Storage - NAS	4.00%	SHI's Full Catalog of Storage Devices
		65) Storage - SAN	4.00%	SHI's Full Catalog of Storage Devices
		66) Tape Autoloaders -AIT	4.00%	SHI's Full Catalog of Storage Devices
		67) Tape Autoloaders - DAT	4.00%	SHI's Full Catalog of Storage Devices
		68) Tape Autoloaders - DLT	4.00%	SHI's Full Catalog of Storage Devices
		69) Tape Autoloaders - LTO	4.00%	SHI's Full Catalog of Storage Devices
		70) Tape Drives - 4mm	4.00%	SHI's Full Catalog of Storage Devices
		71) Tape Drives - 8mm/VXA	4.00%	SHI's Full Catalog of Storage Devices
		72) Tape Drives - AIT	4.00%	SHI's Full Catalog of Storage Devices
		73) Tape Drives - DAT	4.00%	SHI's Full Catalog of Storage Devices
		74) Tape Drives - DLT	4.00%	SHI's Full Catalog of Storage Devices
		75) Tape Drives - LTO/Ultrium	4.00%	SHI's Full Catalog of Storage Devices
		76) Tape Drives SDLT	4.00%	SHI's Full Catalog of Storage Devices
		77) Tape Drives - Travan	4.00%	SHI's Full Catalog of Storage Devices

6)	Group 6 - Network Equipment	78) 10/100 Hubs & Switches	5.00%	SHI's Full Catalog of Network Equipment
		79) Bridges & Routers	5.00%	SHI's Full Catalog of Network Equipment
		80) Gigabit Hubs & Switches	5.00%	SHI's Full Catalog of Network Equipment
		81) Concentrators & Multiplexers	5.00%	SHI's Full Catalog of Network Equipment
		82) Hardware Firewalls	5.00%	SHI's Full Catalog of Network Equipment
		83) Intrusion Detection	5.00%	SHI's Full Catalog of Network Equipment
		84) KVM	5.00%	SHI's Full Catalog of Network Equipment
		85) Modems	5.00%	SHI's Full Catalog of Network Equipment
		86) Network Test Equipment	5.00%	SHI's Full Catalog of Network Equipment
		87) Network Adapters	5.00%	SHI's Full Catalog of Network Equipment
		88) Network Cables	5.00%	SHI's Full Catalog of Network Equipment
		89) Network Accessories	5.00%	SHI's Full Catalog of Network Equipment
		90) Repeaters & Transceivers	5.00%	SHI's Full Catalog of Network Equipment
		91) Wireless LAN Accessories	5.00%	SHI's Full Catalog of Network Equipment
		92) Token Authentication	5.00%	SHI's Full Catalog of Network Equipment
		93) 10G Fiber Optic Transceivers	5.00%	SHI's Full Catalog of Network Equipment
		94) 1G Fiber Optic Transceivers	5.00%	SHI's Full Catalog of Network Equipment
7)	Group 7 - Software	95) Licensing Packages (e.g. Microsoft)	4.50%	SHI's Full Catalog of Software
		96) Licensing Backup	4.50%	SHI's Full Catalog of Software
		97) Licensing Barcode/OC	4.50%	SHI's Full Catalog of Software

		98) Licensing Business Application	4.50%	SHI's Full Catalog of Software
		99) Licensing CAD/CAM	4.50%	SHI's Full Catalog of Software
		100) Licensing - Cloning	4.50%	SHI's Full Catalog of Software
		101) Licensing - Computer Services	4.50%	SHI's Full Catalog of Software
		102) Licensing - Database	4.50%	SHI's Full Catalog of Software
		103) Licensing - Development	4.50%	SHI's Full Catalog of Software
		104) Licensing - Entertainment	4.50%	SHI's Full Catalog of Software
		105) Licensing - Financial	4.50%	SHI's Full Catalog of Software
		106) Licensing - Flow Chart	4.50%	SHI's Full Catalog of Software
		107) Licensing - Graphic Design	4.50%	SHI's Full Catalog of Software
		108) Licensing - Handheld	4.50%	SHI's Full Catalog of Software
		109) Licensing - Network OS	4.50%	SHI's Full Catalog of Software
		110) Licensing - OS	4.50%	SHI's Full Catalog of Software
		111) Licensing - Personal Organization	4.50%	SHI's Full Catalog of Software
		112) Licensing - Presentation	4.50%	SHI's Full Catalog of Software
		113) Licensing - Reference	4.50%	SHI's Full Catalog of Software
		114) Licensing - Report Analysis	4.50%	SHI's Full Catalog of Software
		115) Licensing - Spreadsheet	4.50%	SHI's Full Catalog of Software
		116) Licensing - Utilities	4.50%	SHI's Full Catalog of Software
		117) Licensing - Warranties	4.50%	SHI's Full Catalog of Software

		118) Licensing - Web Development	4.50%	SHI's Full Catalog of Software
		119) Licensing - Word Processing	4.50%	SHI's Full Catalog of Software
		120) Software - Backup	4.50%	SHI's Full Catalog of Software
		121) Software - Barcode / OCR	4.50%	SHI's Full Catalog of Software
		122) Software - Business Application	4.50%	SHI's Full Catalog of Software
		123) Software - CAD/CAM	4.50%	SHI's Full Catalog of Software
		124) Software - Cloning	4.50%	SHI's Full Catalog of Software
		125) Software - Computer Services	4.50%	SHI's Full Catalog of Software
		126) Software - Database	4.50%	SHI's Full Catalog of Software
		127) Software - Development	4.50%	SHI's Full Catalog of Software
		128) Software - Entertainment	4.50%	SHI's Full Catalog of Software
		129) Software - Financial	4.50%	SHI's Full Catalog of Software
		130) Software - Flow Chart	4.50%	SHI's Full Catalog of Software
		131) Software - Graphic Design	4.50%	SHI's Full Catalog of Software
		132) Software - Handheld	4.50%	SHI's Full Catalog of Software
		133) Software - OS	4.50%	SHI's Full Catalog of Software
		134) Software - Personal Organization	4.50%	SHI's Full Catalog of Software
		135) Software - Presentation	4.50%	SHI's Full Catalog of Software
		136) Software - Reference	4.50%	SHI's Full Catalog of Software
		137) Software - Report Analysis	4.50%	SHI's Full Catalog of Software

		138) Software - Spreadsheet	4.50%	SHI's Full Catalog of Software
		139) Software - Utilities	4.50%	SHI's Full Catalog of Software
		140) Software - Warranties	4.50%	SHI's Full Catalog of Software
		141) Software - Web Development	4.50%	SHI's Full Catalog of Software
		142) Software - Word Processing	4.50%	SHI's Full Catalog of Software
8)	Group 8 - Media Supplies	143) Media - 4mm tape	4.00%	SHI's Full Catalog of Media Supplies
		144) Media - AIT tape	4.00%	SHI's Full Catalog of Media Supplies
		145) Media - DAT tape	4.00%	SHI's Full Catalog of Media Supplies
		146) Media - DLT tape	4.00%	SHI's Full Catalog of Media Supplies
		147) Media LTO / Ultrium tape drive	4.00%	SHI's Full Catalog of Media Supplies
		148) Media - Magneto - Optical	4.00%	SHI's Full Catalog of Media Supplies
		149) Media - Optical	4.00%	SHI's Full Catalog of Media Supplies
		150) Media - SLR tape	4.00%	SHI's Full Catalog of Media Supplies
		151) Media - Travan tape	4.00%	SHI's Full Catalog of Media Supplies
		152) Media - VXA tape	4.00%	SHI's Full Catalog of Media Supplies
		153) Media - zip	4.00%	SHI's Full Catalog of Media Supplies
9)	Group 9 - Collaboration & IP Telephony	154) IP phones	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		155) Video conferencing products	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		156) Voice gateways / servers	4.00%	SHI's Full Catalog of Collaboration and IP Telephony

		157) Headsets	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		158) Audio conferencing products	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		159) Analog phones	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		160) Accessories	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
10)	Group 10 - Other	161) Advanced Integration	4.00%	SHI's Full Catalog of Other
		162) Asset Disposal	4.00%	SHI's Full Catalog of Other
		163) Asset Management	4.00%	SHI's Full Catalog of Other
		164) Cables	4.00%	SHI's Full Catalog of Other
		165) Cables - custom	4.00%	SHI's Full Catalog of Other
		166) Cables - printer	4.00%	SHI's Full Catalog of Other
		167) Complex warranties	4.00%	SHI's Full Catalog of Other
		168) Desktop Accessories	4.00%	SHI's Full Catalog of Other
		169) Display Accessories	4.00%	SHI's Full Catalog of Other
		170) Electronic Services	4.00%	SHI's Full Catalog of Other
		171) Handheld Accessories	4.00%	SHI's Full Catalog of Other
		172) Imaging Accessories	4.00%	SHI's Full Catalog of Other
		173) Imaging - Camcorders	4.00%	SHI's Full Catalog of Other
174) Imaging - Digital Cameras	4.00%	SHI's Full Catalog of Other		



		175) Internal Lab Service	4.00%	SHI's Full Catalog of Other
		176) Lab fees	4.00%	SHI's Full Catalog of Other
		177) Managed Services	4.00%	SHI's Full Catalog of Other
		178) Miscellaneous solutions	4.00%	SHI's Full Catalog of Other
		179) Mounting hardware for vehicles	4.00%	SHI's Full Catalog of Other
		180) Networking Warranties	4.00%	SHI's Full Catalog of Other
		181) Notebook Accessories	4.00%	SHI's Full Catalog of Other
		182) Notebook Batteries	4.00%	SHI's Full Catalog of Other
		183) PC Lab order services	4.00%	SHI's Full Catalog of Other
		184) POS Accessories	4.00%	SHI's Full Catalog of Other
		185) POS Displays	4.00%	SHI's Full Catalog of Other
		186) Power Accessories	4.00%	SHI's Full Catalog of Other
		187) Power Surge Protection	4.00%	SHI's Full Catalog of Other
		188) Power UPS	4.00%	SHI's Full Catalog of Other
		189) Server Accessories	4.00%	SHI's Full Catalog of Other
		190) Service Charge	4.00%	SHI's Full Catalog of Other
		191) System Components	4.00%	SHI's Full Catalog of Other
		192) Training Courses	4.00%	SHI's Full Catalog of Other
		193) Training Reference Manuals	4.00%	SHI's Full Catalog of Other
		194) Warranties - Electronic	4.00%	SHI's Full Catalog of Other

		195) iPad / Tablet Stylus	4.00%	SHI's Full Catalog of Other
		196) Mouse / Wrist Pads	4.00%	SHI's Full Catalog of Other
		197) Security Locks and Hardware	4.00%	SHI's Full Catalog of Other
		198) Tools	4.00%	SHI's Full Catalog of Other
		199) Document Scanner Accessories	4.00%	SHI's Full Catalog of Other
		200) Flatbed Scanners	4.00%	SHI's Full Catalog of Other
		201) Mobile Scanners	4.00%	SHI's Full Catalog of Other
		202) Network Scanners	4.00%	SHI's Full Catalog of Other
		203) Sheet fed Scanners	4.00%	SHI's Full Catalog of Other
		204) Wide Format Scanners	4.00%	SHI's Full Catalog of Other
		205) Workgroup / Department Scanner	4.00%	SHI's Full Catalog of Other
		206) Build to Order Desktops	4.00%	SHI's Full Catalog of Other
		207) Nettop	4.00%	SHI's Full Catalog of Other
		208) Point of Sale	4.00%	SHI's Full Catalog of Other
		209) Ultra Small Form Factor	4.00%	SHI's Full Catalog of Other
		210) Apple / Mac Memory Upgrades	4.00%	SHI's Full Catalog of Other
		211) Chips / SIMMs/SIPPs / ROMs	4.00%	SHI's Full Catalog of Other
		212) Computer Cases	4.00%	SHI's Full Catalog of Other
		213) CPUs / Fans	4.00%	SHI's Full Catalog of Other
		214) Memory Accessories	4.00%	SHI's Full Catalog of Other

		215) Motherboards / Chassis	4.00%	SHI's Full Catalog of Other
		216) 1 - 2 port Serial Boards	4.00%	SHI's Full Catalog of Other
		217) 3+ port Serial Boards	4.00%	SHI's Full Catalog of Other
		218) Console Server	4.00%	SHI's Full Catalog of Other
		219) Device Server	4.00%	SHI's Full Catalog of Other
		220) Terminal Server	4.00%	SHI's Full Catalog of Other
		221) Content Management	4.00%	SHI's Full Catalog of Other
		222) Firewall / VPN Appliances	4.00%	SHI's Full Catalog of Other
		223) Multifunction Security Appliances	4.00%	SHI's Full Catalog of Other
		224) Network Camera Accessories	4.00%	SHI's Full Catalog of Other
		225) Network Cameras	4.00%	SHI's Full Catalog of Other
		226) Physical/Environmental Security	4.00%	SHI's Full Catalog of Other
		227) Security Appliance Accessories	4.00%	SHI's Full Catalog of Other
		228) Security Tokens	4.00%	SHI's Full Catalog of Other
		229) Unified Threat Management	4.00%	SHI's Full Catalog of Other
		230) 2-way Radios / Walkie Talkies	4.00%	SHI's Full Catalog of Other
		231) Apple Notebooks	4.00%	SHI's Full Catalog of Other
		232) Convertible PCs / Slate PCs / iPad	4.00%	SHI's Full Catalog of Other
		233) iPad	4.00%	SHI's Full Catalog of Other
		234) Slate Tablet Computers	4.00%	SHI's Full Catalog of Other

		235) GPS / PDA	4.00%	SHI's Full Catalog of Other
		236) Wireless Communication Devices	4.00%	SHI's Full Catalog of Other
		237) Batteries	4.00%	SHI's Full Catalog of Other
		238) Power Supplies / Adapters	4.00%	SHI's Full Catalog of Other
		239) Rackmount Equipment	4.00%	SHI's Full Catalog of Other
		240) Remote Power Management	4.00%	SHI's Full Catalog of Other
		241) Surge Suppressors	4.00%	SHI's Full Catalog of Other
		242) UPS / Battery Backup	4.00%	SHI's Full Catalog of Other
		243) 14" & smaller LCD Display	4.00%	SHI's Full Catalog of Other
		244) 15-19" LCD Display	4.00%	SHI's Full Catalog of Other
		245) 15-19" Wide LCD Display	4.00%	SHI's Full Catalog of Other
		246) 15-19" Wide LED Display	4.00%	SHI's Full Catalog of Other
		247) 20-30" LCD Display	4.00%	SHI's Full Catalog of Other
		248) 20-30" Wide LCD Display	4.00%	SHI's Full Catalog of Other
		249) 20-30" Wide LED Display	4.00%	SHI's Full Catalog of Other
		250) PCoIP and Zero Client Displays	4.00%	SHI's Full Catalog of Other
		251) Arm Mounts	4.00%	SHI's Full Catalog of Other
		252) Ceiling Mounts	4.00%	SHI's Full Catalog of Other
		253) Combo Mounts	4.00%	SHI's Full Catalog of Other
		254) Desktop Stands / Risers	4.00%	SHI's Full Catalog of Other

		255) Flat Wall Mounts	4.00%	SHI's Full Catalog of Other
		256) Mount Accessories	4.00%	SHI's Full Catalog of Other
		257) Pole Display	4.00%	SHI's Full Catalog of Other
		258) Stands / Carts / Feet	4.00%	SHI's Full Catalog of Other
		259) Tilt Wall Mounts	4.00%	SHI's Full Catalog of Other
		260) C-Cure Products	4.00%	SHI's Full Catalog of Other
		261) Istar Products	4.00%	SHI's Full Catalog of Other
11)	Group 11 - Services	<b>SERVICE</b>	<b>STANDARD HOURLY RATE</b>	<b>DISCOUNT FROM STANDARD RATE</b>
		Design and Analysis	\$ 125.00	4%
		Configuration	\$ 165.00	4%
		Implementation	\$ 185.00	4%
		Installation	\$ 185.00	4%
		Training	\$ 99.00	4%
		Maintenance & Support	\$ 99.00	4%
		<p>All other Current and Future Products not specifically identified here will be offered at a 4% discount off SHI Advertised List price. Please see description below for more information on SHI's discount model for this contract.</p>		

All discounts articulated here represent the minimum discounts off SHI Advertised List Price; actual discounts may be significantly higher.

The comprehensive SHI offering for National IPA consists of all hardware, software, and services available to our customers in the public sector marketplace. The discount structure offered to National IPA is based on our Advertised Price List which can be located on [www.shi.com](http://www.shi.com). In many cases, SHI Advertised List Price already reflects a substantial discount off of Manufacturer Published List prices. Given the breadth of manufacturers and products that SHI offers, there will be many opportunities for SHI to secure additional discounts for eligible contract users. We work to provide your contract users with the most advantageous pricing available, above and beyond the minimum discounts offered, whenever possible.

SHI prides ourselves on being honest and transparent with our customers especially when it comes to pricing. We base our discount structure on SHI Advertised Price as this is a verifiable source. We do not inflate this Advertised Price for RFPs in order to make our discounts appear larger. Other vendors may use MSRP or Publisher List price, which can be unreliable as a pricelist may not exist for every product, a pricelist can change from day to day, and a pricelist can be inconsistent depending on where you source the information from. When a vendor manipulates contract language in this manner or uses a loose definition of cost, it results in an increase in profit for them and higher prices for customers.

SHI is willing to provide complete transparency over the life of the contract as it relates to our costs and what we charge National IPA customers.

**EXHIBIT C**  
**MESA STANDARD TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the other Party's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the other Party will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve either Party from any of its obligations and liabilities under the Agreement. Notwithstanding the foregoing, either Party may assign this Agreement and its rights, interests, liabilities and obligations thereunder to a successor pursuant to a merger, consolidation or sale of all or substantially all its assets following sixty (60) days written notice.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the Products or Services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or Product will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
  - a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

- b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.
- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
  - i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
  - ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
  - iii. The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
  - iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
  - v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods of services to the City.

10. **SALES/USE TAX, OTHER TAXES.**

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's Services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax,



unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

- b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.
11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of Services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
  12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
    - 12.1. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.
    - 12.2. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.
  13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
  14. **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform Services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
  15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide Services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of Services under this Agreement.
  16. **DEFAULT.**
    - a. A party will be in default if that party:

- i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
    - ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
    - iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
    - iv. Fails to carry out any term, promise, or condition of the Agreement.
  - b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
  - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
  - d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
  - b. The City may purchase the Services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute Services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute Services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
  - c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
  - d. Neither party will be liable for incidental, indirect, special, or consequential damages.
18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.

20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those Services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the Products and Services provided and received Contractor's properly prepared final invoice.
- Termination of this Agreement shall not affect the obligations of the City or Contractor under any existing Order issued under this Agreement, and such Order shall continue in effect as though this Agreement has not been terminated, and was still in effect with respect to such Order.
23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any Services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
24. **INDEMNIFICATION/LIABILITY.**
- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) misconduct by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with this Agreement.
  - b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
  - c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or Services.
  - d. **IN THE EVENT OF ANY LIABILITY INCURRED BY CONTRACTOR OR ANY OF ITS AFFILIATES HEREUNDER, INCLUDING INDEMNIFICATION OF CITY BY CONTRACTOR, THE ENTIRE LIABILITY OF CONTRACTOR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED \$5,000,000.00 OVER THE ENTIRE TERM OF THE AGREEMENT.**
25. **(RESERVED)**
26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and

cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of Products or Services or any Products or Services at all under this Agreement and acknowledges and agrees that the Products or Services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for Products or Services which exceed its actual needs.
28. **OWNERSHIP.** All deliverables, Services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City. Notwithstanding the foregoing, Contractor shall retain ownership rights to (1) all of its previously existing intellectual property, including any systems, derivatives, modifications and enhancements thereto, (2) confidential information of contractor, and (3) any tools or scripting applications used, developed or created by Contractor or its third-party licensors during the performance of this Agreement.
29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
30. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.
31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
32. **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these Services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the Products and Services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be

calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute Products or Services.

36. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of Services. Payment will be negotiated and determined by the contract administrator(s).
37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
38. **COOPERATIVE USE OF CONTRACT.** This contract is available through National IPA to agencies nationwide. The City has also entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies through National IPA or SAVE in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide Services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide Services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others. The City is not a party to any agreements between the Contractor and National IPA, National IPA and other agencies, the Contractor and other agencies, or any third-party contracts in any way related to this Agreement or the cooperative use of this Agreement.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via email or facsimile.

If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, email or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.
42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.



## COUNCIL MINUTES

February 5, 2018

The City Council of the City of Mesa met in a Regular Council Meeting in the Council Chambers, 57 East 1st Street, on February 5, 2018 at 5:45 p.m.

### COUNCIL PRESENT

John Giles  
David Luna  
Mark Freeman  
Christopher Glover  
Francisco Heredia  
Kevin Thompson  
Jeremy Whittaker

### COUNCIL ABSENT

None

### OFFICERS PRESENT

Christopher Brady  
Dee Ann Mickelsen  
Jim Smith

Mayor's Welcome.

Invocation by Pastor Ben Diaz with Palabra de Vida (Word of Life).

Pledge of Allegiance was led by Councilmember Thompson.

Awards, Recognitions and Announcements.

There were no awards, recognitions or announcements.

#### 1. Take action on all consent agenda items.

All items listed with an asterisk (\*) will be considered as a group by the City Council and will be enacted with one motion. There will be no separate discussion of these items unless a Councilmember or citizen requests, in which event the item will be removed from the consent agenda and considered as a separate item. If a citizen wants an item removed from the consent agenda, a blue card must be completed and given to the City Clerk prior to the Council's vote on the consent agenda.

It was moved by Councilmember Thompson, seconded by Councilmember Glover, that the consent agenda items be approved.

Carried unanimously.

#### \*2. Approval of minutes from previous meetings as written.

Minutes from the January 8, 11, and 22, 2018 Council meetings.

3. Take action on the following liquor license applications:

\*3-a. It Ain't Chemo

This is a one-day event to be held on Saturday, February 10, 2018 from 9:00 A.M. to 9:00 P.M. at Riverview Park, 2100 West Rio Salado Parkway. **(District 1)**

\*3-b. AMC Superstition East 12

A multi-screen cinema is requesting a new Series 6 Bar License for American Multi-Cinema Inc., 1935 South Signal Butte Road - Andrea Dahlman Lewkowitz, agent. There is no existing license at this location. **(District 6)**

\*3-c. ATL Wings

A restaurant that serves lunch and dinner is requesting a new Series 12 Restaurant License for Stapley Wings LLC, 1455 South Stapley Drive, Suites 22-24 - Andrea Dahlman Lewkowitz, agent. The existing license held by Mark Killian, sole proprietor, will revert to the State. **(District 4)**

\*3-d. Elgin Distillery

This is a one-day craft distillery festival to be held on Saturday, March 3, 2018 from 9:00 A.M. to 4:00 P.M. at Sunland Village, 4601 East Dolphin Avenue. **(District 2)**

\*3-e. Village of Elgin Winery

This is a one-day wine festival event to be held on Saturday, March 3, 2018 from 9:00 A.M. to 4:00 P.M. at Sunland Village, 4601 East Dolphin Avenue. **(District 2)**

4. Take action on the following off-track betting license application:

\*4-a. Turf Paradise, TP Racing LLLP

New Off-Track Betting License for Turf Paradise, TP Racing LLLP to telecast at Moose & Bear, located at 118 East McKellips Road, Suite 103, TB Concepts LLC. Applicant: Vincent Acri Francia. **(District 1)**

5. Take action on the following contracts:

\*5-a. One-Year Renewal to the Term Contract for Executive Physicals for Citywide Departments as requested by the Human Resources Department. **(Citywide)**

This contract provides annual physicals for the City's executive staff as a means of maintaining optimum health. There are approximately 65-70 positions eligible to participate in this program.

The Human Resources Department and Purchasing recommend authorizing the renewal contract with Banner Occupational Health Clinics, at \$88,500, based on estimated usage.



- \*5-b. One-Year Renewal to the Term Contract for Deceased Animal Collection Services for the Community Services Department. **(Citywide)**

This contract provides a vendor to collect and dispose of deceased animals up to 150 pounds that are reported within the City. The contractor is responsible for the proper disposal by cremation or other means in accordance with the standards and methods approved by the Maricopa County Health Department.

The Community Services Department and Purchasing recommend authorizing the renewal contract with APM/Couts Enterprises, Inc., dba Arizona Pet Mortuary, at \$54,000, based on estimated usage.

- \*5-c. Purchase of One Replacement Fire Apparatus, an Air Light/Rehab Unit, for the Fire and Medical Department (Sole Source). **(Citywide)**

The apparatus being replaced has met established replacement criteria and will be sold by a sealed bid process or traded-in as part of the City's fire apparatus purchase agreement with Pierce Manufacturing. In addition, Fire and Medical will trade-in two units to further offset the price for the Air/Light Rehab unit.

The Fire and Medical Department and Purchasing recommend authorizing the purchase using the City's five-year purchase agreement with Pierce Manufacturing Inc., through their designated local dealer, Hughes Fire Equipment Inc., at \$502,264.75. This purchase is funded by the Capital-General Fund and authorized 2013 Public Safety Bonds.

- \*5-d. Three-Year Term Contract for Landscape Maintenance Services for Parks, Retention Basins and Sports Fields - Zones 1, 2, 3 and 4 for the Parks, Recreation and Community Facilities Department (PRCF). **(Citywide)**

These contracts provide landscape maintenance services for sports fields, parkways, medians, parks, retention basins or grounds adjacent to City facilities. The City has divided the landscaping into geographic areas known as Zones 1, 2, 3 and 4. PRCF has done an analysis to bring the work under this contract in-house and, at this time, contracting continues to be in the best financial interest of the City.

The evaluation committee recommends awarding the contract to the highest-scored proposal from Mariposa Landscape Arizona, Inc.; Zone 1, at \$1,435,319.57 annually; Zone 2, at \$959,183.45 annually; Zone 3, at \$974,364.20 annually; and Zone 4, at \$1,221,738.22 annually; based on estimated usage.

- \*5-e. Three-Year Term Contract for Plumbing Services for the Parks, Recreation and Community Facilities Department. **(Citywide)**

This contract will establish a list of pre-qualified plumbing contractors to perform plumbing services on various City facilities/projects on an as-needed basis.

The evaluation committee recommends awarding the contract to the four, highest-scored proposals from Mesa Energy Systems Inc.; RKS Plumbing and Mechanical Inc.; Sun Mechanical Inc.; and W.D. Manor Mechanical Contractors, Inc.; cumulatively not to exceed \$100,000 annually, based on estimated usage.

- \*5-f. Purchase of Furniture for the Main Library as requested by the Library Services Department. **(Citywide)**

This purchase will provide seating and tables for two new rooms at the Main Library, Teen Room and ThinkSpot. The Library worked with several vendors utilizing cooperative contracts specifying their needs and goals with this project.

The Library Services Department and Purchasing recommend authorizing the purchase using the Northern Arizona University cooperative contract with Atmosphere Commercial Interiors, at \$50,876.25.

- \*5-g. **Five-Year Term Contract with CDW Government, LLC and SHI International Corp. for Information Technology Solutions and Services for Various Departments throughout the City. (Citywide)**

This contract will provide the City and participating agencies a full range of information technology solution products and services to meet varying requirements of governmental agencies. The scope of products and services available under these contracts include standard business and high-end workstations; laptop and notebook computers; network equipment; computer and network products and peripherals; monitors; various cloud, consulting, and technical support services; financing; various software products; and the contractors' comprehensive product offering.

Mesa, as the lead agency, has partnered with the National Intergovernmental Purchasing Alliance Company (National IPA) to lead this contract. The contract will be available to over 45,000 public agencies nationally. While no minimum volume is guaranteed to the suppliers, the estimated annual volume of IT Solutions purchased under this master agreement is approximately \$500 million per year. The City will receive rebates annually for administering and awarding this contract.

A committee representing the Police, and Information Technology Departments, City Manager's Office, Police-Information Technology, National IPA and Purchasing evaluated responses. The evaluation committee recommends awarding the contract to the highest-scored proposals from CDW Government, LLC and SHI International Corp., at \$3,100,000 annually, based on estimated usage.

- \*5-h. One-Year Term Contract for Electrical and Lighting Supplies for the Materials and Supply Warehouse (for Citywide Departments). **(Citywide)**

Multiple departments use this Citywide contract for their miscellaneous electrical equipment and supplies.

The Business Services Department and Purchasing recommend authorizing the purchase using the State of Arizona cooperative contract with Border States Industries, Inc., at \$100,000, based on estimated usage.

- \*5-i. Re-Award the Three-Year Term Contract for Microfilm Conversion Services for the Police Department. **(Citywide)**

This contract will provide services to convert Police Department data from microfilm to digital media. Police, Records Division use microfilm that is becoming worn and damaged. The previous vendor is unable to satisfactorily fulfill the contract requirements.

The Police Department and Purchasing recommend re-awarding the contract to the second highest scored proposal, ICM Conversions, at \$400,000 annually, based on estimated usage.

- \*5-j. Purchase of Falcon District Brand Signage as requested by the Economic Development Department. **(Citywide)**

Continuing to build awareness and to promote the Falcon Field Economic Activity Area, this purchase for the Falcon District signage includes the installation of two branded monument signs to be located on Greenfield and Higley Roads, south of the 202. Additionally, the City will install utility and transit signal box wraps and will mount branded banners promoting aerospace, technology, and manufacturing on light poles around the airport.

The Economic Development Department and Purchasing recommend authorizing the purchase using the City of Peoria cooperative contract with YESCO Phoenix, at \$146,670.49. This purchase is funded by Local Streets Sales Tax.

- \*5-k. Purchase of Three Replacement Rollback Trailers for the Transportation Department. **(Citywide)**

These trailers will replace three aging equipment trailers that are at the end of their service life. The trailers will meet the needs and safety requirements for transporting the large equipment required to perform street and right-of-way maintenance.

The Transportation Department and Purchasing recommend authorizing the purchase using the National Joint Powers Alliance contract with Empire Southwest (a Mesa business), at \$176,764.77. This purchase is funded by Local Streets Sales Tax.

- \*5-l. One-Year Renewal to the Term Contract for Radio-Based Endpoint Encoders (for Water Meter Reading) for the Water Resources Department. **(Citywide)**

This contract provides Itron radio-based endpoint encoders and accessories purchased directly from Itron, Inc., the manufacturer. The endpoint stores 40 days of hourly reads to ensure data integrity and offers advanced customer side leak detection and reverse flow and tamper alarms. Water Utility installs approximately 540 radio-based endpoint encoders on new and existing meters annually.

The Water Resources Department and Purchasing recommend authorizing the renewal with Itron, Inc., at \$100,000, based on estimated usage.

- \*5-m. Purchase of Water Treatment Plant Shop Tools and Equipment for the New Signal Butte Water Treatment Plant as requested by the Water Resources Department. **(Citywide)**

This purchase is for tools and equipment needed for the start-up and maintenance in the various shops at the new Signal Butte Water Treatment Plant.

The Water Resources Department and Purchasing recommend awarding the contract to the lowest, responsive and responsible bidders: Copper State Bolt & Nut Co. (a Mesa business); Glendale Industrial Supply, LLC, dba UNICOA Construction and Industrial Supply; Mallory Safety & Supply LLC; and W.W. Grainger, Inc.; cumulatively not to exceed \$153,000, based on estimated usage.

- \*5-n. One-Year Renewal to the Term Contract for Fire Hydrant Water Meters for the Water Resources Department. **(Citywide)**

This contract provides 3” fire hydrant water meters to accurately measure construction water use of fire hydrants. The meters are installed by Water Utility staff to serve contractors and other customers needing to connect to City fire hydrants for temporary construction water service and dust control purposes.

The Water Resources Department and Purchasing recommend authorizing the renewal with Badger Meter Inc., dba National Meter Automation, at \$35,000, based on estimated usage.

- \*5-o. Greenfield Water Reclamation Plant (GWRP), Phase III Expansion Guaranteed Maximum Price (GMP) No. 2. **(Citywide)**

The City of Mesa, Town of Gilbert, and Town of Queen Creek seek to provide an additional 14 million gallons per day annual average day flow of liquids and solids treatment capacity at the existing GWRP, complete with the required infrastructure, technology, and environmental features to ensure a reliable, efficient, and expanded plant to meet the current and future demands.

Staff recommends awarding the contract for the completion of this project to McCarthy Building Companies in the amount of \$120,302,333 and authorize a change order allowance \$6,015,117 (5%) for a total project amount of \$126,317,450. This project is funded by the Greenfield Water Reclamation Plant Joint Venture Fund, with contributions coming from its members based on usage. Mesa’s portion of this GMP is \$72,229,521 and is funded by 2014 authorized Wastewater Bonds.

- \*5-p. Sewer Pipe and Manhole Rehabilitation: Mesa Drive, Millet Avenue, Horne, and 6th Avenue. **(District 4)**

The existing sanitary sewer lines covered by this project were built during the 1950’s and 1960’s. The age of these pipes greatly increases their risk of failure and emergency repairs. This method of construction can be completed while leaving the pipe in place and without excavation. Similarly, the sewer manholes will be cleaned, repaired, and coated in place. Only the concrete adjustment rings will be removed and replaced.

Staff recommends awarding the contract for this project to the lowest, responsible bidder, B and F Contracting, Inc, in the amount of \$1,394,294.67, and authorize a change order allowance in the amount of \$139,430 (10%), for a total amount of \$1,533,724.67. Funding for this project is available from the 2014 Wastewater Bond Program.

- \*5-q. Sidewalks at Railroad Crossing on Alma School. **(Districts 3 and 4)**

To continue to meet current railroad approach and clearance standards at the Alma School Road railroad crossing, additional safety improvements will need to be made. The project improvements for roadway and sidewalk approach at this location will facilitate greater public safety and needed clearances from railroad signals along with a smoother roadway crossing of the Union Pacific Railroad track. Mesa will participate in the federally-funded Railway-Highway Grade Crossing Program, and will be responsible

for adjusting the existing concrete sidewalks around the proposed cantilevers and gates, and installing concrete medians.

This project was previously awarded by Council on July 10, 2017, however, the previously selected contractor could not comply with the federal requirements and the project was released for bid a second time.

Staff recommends awarding the contract to the lowest, responsible bidder, AJP Electric, in the amount of \$149,494, plus an additional \$14,949 (10%) as a change order allowance, for a total amount of \$164,443. Funding is available from the Local Streets Sales Tax, of which 94.3% will be reimbursed by Arizona Department of Transportation (Federal) Grant under the Railway-Highway Grade Crossing.

6. Take action on the following resolutions:

- \*6-a. Approving and authorizing the City Manager to submit the Second Substantial Amendment to the Fiscal Year 2017/2018 Annual Action Plan to the U.S. Department of Housing and Urban Development related to the allocation of funding obtained under the Community Development Block Grant (CDBG) program. This Amendment will allow for reallocation of \$600,000 in CDBG funds from the Senior Center Renovation Project (247 North Macdonald) to the Eagles Park Project (828 East Broadway Road). **(District 4)** – Resolution No. 11088.
- \*6-b. Approving and authorizing the City Manager to enter into a Grant Agreement with the Arizona Department of Public Safety to accept \$1,335,284 in Victims of Crime Act (VOCA) grant funds. The finding will be used for salaries and expenses for the Mesa Prosecutors Office, Victim Services Unit for a three-year period. **(Citywide)** – Resolution No. 11089.
- \*6-c. Approving and authorizing the City Manager to enter into a Lease Agreement with New Cingular Wireless PCS for a cellular site on a portion of 5950 East Virginia Street, also known as Mesa Fire Station 214. **(District 5)** – Resolution No. 11090.
- \*6-d. Approving and authorizing the City Manager to enter into a Development Agreement for City-Share Reimbursement with PPGN-Ray, LLLP, for the reimbursement of \$100,568 for regional street and street lighting improvements that are being required by the City in conjunction with a proposed residential development known as Crismon Road at PPGN, located at 5461 South Ellsworth Road. **(District 6)** – Resolution No. 11091.
- \*6-e. Approving and authorizing the City Manager to enter into an Intergovernmental Agreement with the Maricopa County, Department of Transportation for the pavement rehabilitation of Adobe Road from Higley Road to Recker Road. The City will contribute an estimated \$54,417 for the portion of the project that is within City boundaries that will be funded from the 2013 Streets Bond Program. **(District 5)** – Resolution No. 11092.
- \*6-f. Approving and authorizing the City Manager to enter into First Amendments to the Development Agreement, Ground and Air Lease, and License Agreement with 3W Management, LLC, to facilitate the development of, and job creation and retention at, the City-owned property generally located at the southwest corner of Main Street and South Pomeroy and 34 South Pomeroy, which is the development commonly known as The GRID. **(District 4)** – Resolution No. 11093.

7. Introduction of the following ordinance and setting February 26, 2018 as the date of the public hearing on this ordinance:

- \*7-a. **ZON17-00323 (District 5)** The 8800 to 8900 blocks of East Main Street (south side). Located west of Red Mountain Freeway on the south side of Main Street (16.4± acres). Rezoning from RS-43 and GC to GC-PAD; and Site Plan Review. This request will allow for the development of an RV dealership and storage facility. Jeff Welker, Welker Development Resources, applicant; Roger D. Overson, owner.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 6-0)

8. Discuss, receive public comment, and take action on the following ordinances:

- \*8-a. **ZON17-00309 (District 2)** The 5200 block of East Inverness Avenue (south side). Located east of Higley Road south of the US60 Freeway (1.9 ± acres). Rezoning from RM-3-PAD to LC; and Site Plan Review. This request will allow for the development of a commercial building. John Schoenauer, HD Management, applicant; Sevilla, LLC, owner. – Ordinance No. 5419.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

- \*8-b. **ZON17-00283 (District 6)** The 7100 to 7300 blocks of East Ray Road (north side). Located east of Power Road on the north side of Ray Road (56.0± acres). Rezone from LI-AF to LI-AF-PAD. This request will allow for the development of an industrial subdivision. Omar Cervantes, XCL Engineering, LLC, applicant; Phx-Mesa Gateway Airport 193, LLC, owner. – Ordinance No. 5420.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

- \*8-c. **ZON17-00432 (District 3)** The 800 and 900 blocks of West Southern Avenue (south side), the 1200 and 1300 blocks of South Extension Road (west side), and the 800 and 900 blocks of West Grove Avenue (north side). Located at the southwest corner of Southern Avenue and Extension Road (19.3 ± acres). PAD Amendment; Site Plan Modification. This request will allow the development of a new multiple-residence building in an existing multiple-residence complex. Reese Anderson, Pew and Lake, PLC, applicant; Edward B. Frankel, Trustee of the Frankel Family Trust, owner. – Ordinance No. 5421.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

9. Take action on the following subdivision plat:

- \*9-a. "Allred Ranch" **(District 2)** The 2900 to 3100 blocks of East Southern Avenue (north side), and the 900 to 1200 blocks of South Los Alamos (west side). Located east of

Lindsay Road on the north side of Southern Avenue. 108 RSL-4.5 PAD lots (25± acres).  
KB Home Phoenix, Inc., developer; Dan Auxier, EPS Group, engineer.

**Items not on the Consent Agenda**

**10. Items from citizens present.**

There were no items from citizens present.

**11. Adjournment.**

Without objection, the Regular Council Meeting adjourned at 5:57 p.m.



  
\_\_\_\_\_  
JOHN GILES, MAYOR

ATTEST:

  
\_\_\_\_\_  
DEE ANN MICKELSEN, CITY CLERK

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Council Meeting of the City Council of Mesa, Arizona, held on the 5<sup>th</sup> day of February, 2018. I further certify that the meeting was duly called and held and that a quorum was present.

  
\_\_\_\_\_  
DEE ANN MICKELSEN, CITY CLERK

js

# National Cooperative Contract

National Intergovernmental Purchasing  
Alliance Company

Information Technology Solutions







October 23, 2017

National IPA  
City of Mesa  
702 Capitol Avenue, Room 095  
Frankfort KY 40601

Dear Ms. Williams:

Thank you for providing SHI the opportunity to participate in the City of Mesa's Request for Proposal for Information Technology Solutions and Services.

Before you read our response, please know that the soul of our company is supported by thousands of empowered employees who work together to determine the best course of action for our customers. We are a privately-owned company, and as such, our customers are our most valued shareholders. We are honored to have the opportunity to work with the City of Mesa. We have been pleased to work with the City for your software needs and other IT purchases over the last 6 years, and we will work diligently to ensure that this long-term relationship continues to provide value for you.

SHI prides ourselves on being honest and transparent with our customers especially when it comes to pricing. We base our discount structure on SHI Advertised Price as this is a verifiable source. We do not inflate this Advertised Price for RFPs in order to make our discounts appear larger. *Other vendors may* use MSRP or Publisher List price, which can be unreliable as a pricelist may not exist for every product, a pricelist can change from day to day, and a pricelist can be inconsistent depending on where you source the information from. When *a vendor* manipulates contract language in this manner or uses a loose definition of cost, it results in an increase in profit for them and higher prices for customers.

If awarded, SHI is willing to provide complete transparency over the life of the contract as it relates to our costs and what we charge National IPA customers.

In response to your bid requirements, we have provided our cost response under separate cover. If you have any questions regarding our response, please feel free to contact me or any of your SHI Team Members, introduced in our Letter of Transmittal.

Thank you again.

Sincerely,

Meghan Flisakowski  
Public Program Manager



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# TAB 1 - LETTER OF TRANSMITTAL.

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*A brief letter of transmittal should be submitted that includes the following information:*

- 1. The Respondent's understanding of the work to be performed.*
- 2. A positive commitment to perform the service within the time period specified.*
- 3. The names of key persons, representatives, project managers who will be the main contacts for the City regarding this Solicitation.*

## **SHI Response:**

SHI thanks you for the opportunity to participate in The City of Mesa's/National IPA's solicitation for Information Technology Solutions and Services. We are confident that our deep commitment to those we serve will prove a strong foundation on which the City of Mesa, National IPA, and SHI can build. We clearly understand the scope of work to be performed and, in the following pages, have provided a complete solution to your specific request, including:

- A detailed account of SHI's national presence and our strategy for educating our national sales force about the contract;
- A clear explanation of how products and services will be distributed to various locations throughout the City and marketed nationwide;
- An articulated plan describing how volume will be tracked and reported to National IPA;
- Detailed descriptions of product lines and services for City of Mesa and provided by SHI.

## **SHI's Commitment to City of Mesa**

We are positively committed to perform successfully the services requested for an initial five year term from January 1, 2018 to December 31, 2022. SHI is proud to be ranked 9<sup>th</sup> on CRN's Solution Provider 500 list of North American IT solution providers – a ranking that stems in part from our long-standing, excellent relationships with our customers and partners. Founded in 1989, SHI has cultivated an expert team that works collaboratively to ensure programs and projects are delivered on time, on budget, and far above expectations. With over 3,500 employees worldwide, including an organization dedicated specifically to the needs of the public sector, SHI is the largest Minority and Woman Owned Business Enterprise (MWBE) in the United States. Our individual team members, dedicated to working for City of Mesa and National IPA, are what make SHI an exceptional choice for your Information and Technology Solutions and Services; your account team, which will stay loyally engaged with the City of Mesa and National IPA, is detailed below.

## **SHI's Team Approach**

Putting our people in place to support the City of Mesa and National IPA is where we start. We believe that our team members must be empowered and have autonomy to respond to your requests. Additionally, we have ensured that your SHI support team has the training and resources they need to provide you with immediate, accurate, up-to-date information and the authority to take action for you whenever you need.

SHI has experienced tremendous growth in size and scope in response to our customers' expanding needs. Our organic growth, in conjunction with over two decades of stability, is successful because we

support a highly-skilled and tenured sales force with software-volume licensing experts, hardware procurement specialists, and certified IT services professionals.

As SHI has grown, we have retained the flexibility we are known for, in order to remain agile for our customers. For instance, we have few layers of management and empower our sales teams to make decisions that are in the best interest of their customers.

The City of Mesa will have the support of the entire SHI team:

**Denise Verdicchio:** Senior Director of Public Sector Sales. Denise has been an essential team member with SHI since 1995. As Senior Director of Public Sector Sales, Denise provides in-person client support and directly supports her team in the public sector; she has executive authority to approve terms and resolve issues and responds to inquiries within 8 business hours.



**Alison Turner:** Regional Director, Public Sector West. Alison coordinates the efforts of the Account Team in direct support of the City of Mesa and is the point of contact for any issues that arise and need escalation. With over 20 years in the industry, and with experience working in Education and Government during that time, Alison has the expertise and customer focus necessary to implement an exceptional Information and Technology Solutions and Services contract for the city. Alison will respond to inquiries within 8 business hours.



**Amelia Jakubczyk:** Account Executive. Amelia develops relationships with representatives throughout City of Mesa in support of all the city's IT needs. Amelia will conduct face-to-face meetings to understand the city's needs; will establish a customized service and support plan; and will construct a pricing strategy critical to the city's development. Amelia will respond to inquiries for resolution within 4 business hours; she has worked in this area and specifically with the City of Mesa for over 5 years and is excited to work with the city on this new endeavor!



**Scott Garret:** Contract Manager. Scott works closely with Amelia and the sales teams to ensure the sales teams are fully educated on the guidelines of the City of Mesa and IPA contract, including the reporting requirements. Scott will also work with the City and IPA to ensure we are providing necessary reports, accurately capturing the requested information, and to assist with any other contract-related requirements.



**Inside Account Managers (IAM)**—In partnership with the Account Executives in the field, our IAMs maintain direct relationships with you and have the responsibility of ensuring customer satisfaction. Functional areas such as pricing, availability, order entry, tracking, returns, product information, and expedites are an integral part of their daily activities. IAMs execute the plan established by the Account Executives for City of Mesa. We will evaluate the team regularly and add members as needed to ensure exceptional customer service. The City of Mesa's dedicated Inside Account Manager Team consists of the following members:

**Corrin Bennett (Inside Team Manager)**

Phone: 732-652-0335

Fax: 732-564-8332

**Rob DiGiovanni**

Phone: 732-652-7408

Fax: 732-537-7287

**EJ Williams**

Phone: 732-652-6596

Fax: 732-537-7287

**Jason Mitchell**

Phone: 732-652-4710

Fax: 732-537-7287



Team Alias: [teamarizona@shi.com](mailto:teamarizona@shi.com)

Detailed information on our national presence and how we will support National IPA members across the country are included in our response.

SHI has had the pleasure of serving the City's software and product needs since 2011. Our relationship with the City began with the award of the previous WSCA SVAR Contract and has continued since using other cooperative contracts. SHI's value to the City comes from our extensive expertise in understanding complex licensing, determining the best products for the City's needs, customer service and overall ease of use. To date the City has spent \$6.6m with SHI, mostly in software and other miscellaneous products.

Thank you again for the opportunity to show you why SHI is the best partner for City of Mesa and National IPA; we are eager to present our proposal to you, and we are confident that both the quality of our services outlined in our response and the deep level of our commitment to City of Mesa and National IPA will make us a convincing partner for your Information Technology Solutions and Services needs. We look forward to continuing to build upon our strong and successful relationship with the City of Mesa.

## TAB 2 - PROGRAM DESCRIPTION AND METHOD OF APPROACH.

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*Clearly define the services/materials offered and Respondent's method of approach to including, but not limited, to the following criteria:*

1. *Provide a response to the national program.*
  - a. *Include a detailed response to Attachment D, Exhibit A, National IPA Response for National Cooperative contract. Responses should 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 National IPA.*
  - b. *The successful offeror will be required to sign Attachment D, Exhibit B, National IPA Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the National IPA Administration Agreement.*

### **SHI Response:**

Immediately following is the response to Attachment D, Exhibit A and Attachment D, Exhibit B. SHI acknowledges the requirement to sign Attachment D if awarded the contract. We have provided our clarifications to terms and look forward to the opportunity to review and negotiate a mutually agreeable contract.

## ATTACHMENT D - SUPPLIER QUALIFICATIONS

### COMPANY

- A. *Brief history and description of your company.*
- B. *Total number and location of sales persons employed by your company.*
- C. *Number and location of support centers (if applicable).*
- D. *Annual sales for the three previous fiscal years.*
- E. *Submit your FEIN and Dunn & Bradstreet report.*

### **SHI Response:**

Founded in 1989, SHI International Corp. is a global provider of technology products and services. Over the past 28 years, SHI has evolved from a \$1 million "software-only" regional reseller into a global, full lifecycle provider of technology, services, and solutions. SHI is ranked 9<sup>th</sup> among CRN's Solution Provider 500 list of North American IT solution providers. With over 3,500 employees worldwide, SHI is the largest Minority and Woman Owned Business Enterprise (MWBE) in the United States.

SHI International Corp. is headquartered in Somerset, New Jersey and has 30+ offices worldwide. As a privately held company, we have remained under the same ownership since 1989, and most Vice Presidents and Managers have been dedicated to SHI for more than 15 years.

SHI has been focusing on the specific needs of our Public Sector customers for over 20 years. Our first state-wide contract was awarded in 1994; since then we have continued to build and focus on the specific needs of public sector customers.

Today our Public Sector business unit consists of over 300 team members who are dedicated specifically to public entities across the country, allowing SHI to build connections and partnerships with each entity and to dive deeply into the infrastructure, procurement, and regulation obstacles that they face. For 2016 SHI reported earnings of \$7.5B, which demonstrates 15% growth over 2015. We are projecting earnings of \$8.2B for 2017 continuing to show substantial YoY growth. SHI has a financially strong and stable business model that has proven itself over time. Providing a compelling value to our entire customer base, SHI is able to offer the most advantageous pricing models of our top 4 competitors, while simultaneously maintaining our profitability with the lowest overhead cost structure in the industry.

Our breadth and depth of experience on Public Sector contracts of similar size and scope position us well for success as a partner with National IPA and the City of Mesa. Specifically for this contract, we are prepared to:

- Provide value by delivering an extensive catalog of items in each category accurately and efficiently;
- Offer consistent, aggressive pricing and world-class support to public entities regardless of size;
- Collaborate with National IPA to market this contract to public entities across the country.

With 28 years of experience supporting contracts that are similar in nature, complexity, responsibility, and scope to National IPA's request, we are ready to deliver on all of these requirements and more. SHI is able to provide our customers with full IT solutions, from commodity software and hardware to full end-to-end datacenter solutions. SHI offers a wealth of products, services, and resources which are all specifically in line with the requirements of this contract. This is, at our core, what we do – and the reason we will excel in the fulfillment of this contract more than other organizations who might have diverted focus. National IPA and City of Mesa users will benefit from SHI's laser focus on being the best at delivering the products and services they need, while continuing to keep our costs aggressive. A dedicated approach to the Public Sector business for the last twenty years has helped us to create solutions that are specific to the unique needs of State, Local, and Education customers across the country. We work constantly to understand your business and personnel and to stay current with your unique, evolving challenges.

## **Company Structure and Organization**

SHI has experienced tremendous growth in size and scope due to our customers' expanding needs. Our organic growth and over two decades of stability are a direct result of backing a highly-skilled and tenured sales force with software volume licensing experts, hardware procurement specialists and certified IT services professionals.

In terms of organization, we have retained a small business feel in order to remain agile for our customers. We have few layers of management and empower our sales teams to make decisions that are in the best interest of their customers.

To ensure that we are meeting the needs of all Public entities, we have split our Public Sector business unit into three divisions:

- Public Sector Field
- SM Sled
- Federal

## Public Sector Field

The Public Sector field organization supports State Government, Local Government, K-12, Higher Ed, and Public Healthcare entities across the country. Our sales teams are regionally aligned in order to provide local focus; subsequently, our Account Executives are able to live where they work. Each region is managed by a regional director who lives in that region.

Customers are supported by an Account Executive and a dedicated Inside Sales Team. Field territories are structured vertically and by geography. We have over 120 Account Executives (AEs) who live and work in their territories. Their emphasis is to be face-to-face with their customers as frequently as possible. We are in the process of expanding our field Account Executive team to ensure that each AE is focused on 25 accounts or less and in one specific vertical. This will enable us to continue to cater to the individualized needs of our customers.

Each Account Executive is supported by a team of Inside Account Managers (IAMs). This group, totaling over 150 professionals, is located in our global headquarters in Somerset, NJ. This team is also aligned to match specific regions so that everyone who is working with you will have sensitive knowledge of National IPA member's regional environment and the nuances associated there. They are responsible for the day-to-day customer service questions such as order placement, order tracking, quotations, return authorizations, and product information.

SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. SHI's Account Executives are empowered to make decisions around the support of their customers, and they have the autonomy to resolve issues as they arise. Because our Account Executives are accountable and responsible for ensuring customer satisfaction, SHI is able to provide high quality customer service and ensure efficient and effective response to questions and issues. In addition, the SHI Regional Directors are engaged with the account teams to provide executive level support and to meet with customers as needed.

SHI believes in regular and transparent communication with our customers. SHI Account Executives meet with the participating entities and individual contract users to review their business with SHI. During these review meetings, we discuss purchase history, as well as the customer's future plans. With open discussions, SHI can provide tremendous value in supporting future initiatives and will engage the support teams as needed to meet the customer's goals and objectives. If awarded, SHI will provide this level of service for all entities that use this contract to procure IT products, regardless of size.



## Public Sector Regional Management Team



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 Inside Sales Managers:  
 Northwest: Corrin Bennett  
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 Corrin\_Bennett@shii.com  
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 Southcentral/West: Bobby Petrucelli  
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 Robert\_Petrucelli@shii.com  
 Texas Education: Pat Jaron  
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**Senior Director of Public Sector Sales**  
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 Denise\_Verdicchio@shii.com  
**Director of Inside Sales - Public Sector**  
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 Yara\_Ismail@shii.com

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 Michael\_Bench@shii.com  
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 Jennifer\_Huseth@shii.com



## SM Sled

The Small/Medium Sled division is focused on supporting the needs of the smaller K-12, local government, and higher education institutions across the country to ensure personalized attention regardless of customer's size. In this case, we have defined small as a K-12 district with 7500 Students or less, a higher-ed institution with 1500 students or less, or a city/town with 50,000 population count or less. These customers often are overlooked by large resellers yet have the same need to stay current with technology as their larger counterparts. SM Sled is based out of our global headquarters in Somerset, NJ and consists of a team of 170 Inside Account Executives (IAEs) who support their customers' needs from start to finish. They are organized into the same six regions as the field team and both a manager and a team lead support each region.



Senior Director, SLED Field  
Denise Verdicchio  
908-884-1389

## SM SLED, Local Government



**WEST**  
Paul Marsicano  
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Josh Reyes  
732-652-0311

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Chris Cabrera  
David Morrison

Devone Bennett  
Gregg Cambareli  
Irene Cook  
Joe Burst  
Jonathan Koffler  
Michael Klotz  
Pete Garay  
Sebastian Psak

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Pat Connolly  
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**Director, Small/Medium Public Sector,  
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Garrett Cookson  
Gurdeep Bhalla  
John Mercurio  
Michael Vassos  
Pat Swinarski  
Ryan Baicher  
Ryan Brennan  
Will Ricketts

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Parker Jensen  
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Brianna Jack  
Chris Rebele  
Dan Nemeth  
Dianna Lee  
Gabiella Viola  
Jeff Prudente  
Kevin Gordon  
Kwame Eshun  
Mat Schenck  
Samantha Rebimbas  
Tom Monks



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**Senior Director, SLED Field**  
Denise Verdicchio  
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**SM SLED, Education**



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*Higher Education*  
Meredith Chupka

*K-12*

Dave Alfaro  
John Batista  
Kayla Williams  
Maya Oliver

Mike Mieszuk  
Monique Chedid  
Parker Jensen  
Pete Gerbehy  
Stephanie Umbach  
Zack Fingerhut

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*K-12*

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Billy Howarth  
Brandon Malebranche

Chris Asare  
David Morrison  
Devone Bennett  
Eric Discepolo  
Fernando Correia  
Francesca Lima  
Gregg Cambareri  
Grieg Tan  
Irene Cook  
Joe Burst  
Jonathan Koffler  
Lauren Budzinski  
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Michael Farinero

*K-12*

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Brittanni Kennedy  
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Chris Imperiale  
Dan Pestalozzi  
Ian Robinson  
Jean Mombrun

Jenn Rojek  
Jim King  
John Allen  
John Firestone  
Katie Abeltin  
Matthew Liss  
Michael Williamson  
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Sonja Urmston  
Stefanie Weg  
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Bradley Straight  
Carmen Sotomayor  
Chris Bielak  
Cody Dembiec  
Cody Pace

Dan Nemeth  
Dave Panella  
Dean Caravito  
Erin Manning  
Gab Smith  
Josh Katz  
Kevin Gordon  
Mike Mieszuk  
Mike Zmachinski  
Natalie Nicosia  
Patrick Goldsmith  
Ryan Kachel  
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Desiree Kersulic  
Gary Wilson  
Greg Spoletti  
James Geary  
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Gareth Bevan  
Jesse Meyer  
John Firestone

Justin Chisari  
Michael Rutledge  
Nick Corvino  
Nick Loughlin  
Ross Gerhart  
Roy Colicchio  
Sam Martin  
Stephanie Lane  
Tyler Freidell  
Will Fleming

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## Sales Support Organizations

SHI has the largest team of Software and Licensing Specialists in the industry who are prepared to support our customers and our sales teams in whatever manner possible. SHI has the expertise in managing the varied features of the Publisher Licensing Programs; our award-winning team of Software and Licensing Specialists is available to assist you with selecting your licensing programs, executing the agreements, and supporting the agreement lifecycle.

Today SHI has dedicated teams that support 38 Strategic Software Partners and over 70 Emerging Technology Partners.

Over the past decade, IT has changed. Although there is still a need for commodity products, attention has turned more and more to building solutions that will solve customers' needs. In response to this, and working within our customer-centered foundation, we developed our Enterprise Solutions Group to include solution based support. This team has over 150 people who hold 3000+ certifications for various products and solutions. Their goal is to help address our customers' needs, acquire the right technology, and adopt that technology into their environment to achieve the desired outcomes. This team can bring together resources to talk across an entire solution whether that be end user, datacenter, or security. These teams are vendor-neutral and use their breadth of experience to help tailor conversations that will be optimal for a customers' specific environment. We engage our customers during the strategy and solution design phases of a project and assist with activities like strategic planning, assessments, white



boarding, proof of concepts, and obtaining demo units. Initiating conversations at this point in the conversation leads to a more optimized project and cost savings.



## Annual Sales

	2014	2015	2016	2017 YTD
K-12 (public & private), Educational Service Agencies	160,000,000	200,000,000	232,000,000	203,000,000
Higher Education Institutions	190,000,000	245,000,000	249,000,000	222,000,000
Counties, Cities, Townships, Villages	345,000,000	400,000,000	465,000,000	354,000,000
States	530,000,000	600,000,000	674,000,000	530,000,000
Private Sector	4,640,000,000	5,211,000,000	5,821,000,000	4,680,000,000
<b>Total</b>	<b>5,865,000,000</b>	<b>6,656,000,000</b>	<b>7,441,000,000</b>	<b>5,989,000,000</b>

## FEIN and D&B

SHI FEIN: 22-3009648

**D&B Number:** 61-142-9481 – SHI has included a copy of our D&B report as an Attachment to this response.

## DISTRIBUTION, LOGISTICS

- A. *Describe how your company proposes to distribute the products/service nationwide.*
- B. *Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.*
- C. *Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.*
- D. *State any return and restocking policy and fees, if applicable, associated with returns.*
- E. *Describe the full line of products and services offered by your company.*

### SHI Response:

SHI is proud of our tremendous network of distributors and partners. We maintain relationships with our large IT Distributors (Ingram Micro, Tech Data, and Synnex), as well as smaller, local distributors, and the manufacturers directly. With each transaction, we source from the supplier with inventory in the closest proximity to the customer and drop ship directly to their door. Most products are delivered within 3-5 business days via UPS Ground.

Our extensive network allows reduced time to market for National IPA members and prospective members. In addition, we have our own integration center located in New Jersey that can provide warehousing and complete configuration capabilities when such a solution best meets your needs. Of course, we always take the opportunity to find cost savings for our customers – and National IPA is no different. In addition to leveraging our partner relationships for savings at the vision and design phases of an IT project, when quoting and sourcing product, our sales teams also request information from all of our distributors' stock to obtain the best price for the National IPA member. In addition, we have sourcing specialists on our procurement team who monitor purchase orders with the partner and distributor community to ensure that no savings opportunities have been missed. In many instances, our sourcing specialists have the ability to aggregate purchases for a specific partner or product across multiple transactions or even multiple customers to realize a lower overall cost.

While SHI does maintain a warehouse/integration center in Somerset, New Jersey, it is our relationships with our major distributors that allow us to provide for efficient product delivery across the United States. This model reduces the overhead costs of maintaining our own additional warehouses. Our distribution model is important to SHI's own internal cost structure and allows us to offer our customers a very aggressive pricing model. Our major distribution centers are located in:

- Atlanta, GA
- Chicago, IL
- Dallas, TX
- Fontana, CA
- Fort Worth, TX
- Jonestown, PA
- Swedesboro, NJ
- Los Angeles, CA
- Memphis, TN
- Miami, FL
- Ontario, CA
- South Bend, IN
- Suwanee, GA

SHI receives electronic feeds from these major distributors as well as the top publishers/OEMs in the industry. We include advertised list price in our catalog and have based our discounts off of this pricing. All products will be offered to National IPA members at or below bid pricing for the life of the contract.

SHI's return policy is customer-centered – we will accept any request to return any unopened box up to 30 days after receipt, unless the manufacturer specifically has a no returns policy, in which case we note this to the customer. In order to request a return, a customer first contacts the customer's dedicated sales team, via email, phone, or through the "Request Return Authorization Number" section on the customer/SHI.com website. Your Inside Account Manager then generates a return authorization (RMA) number and provides that to you with a shipping label or account number. Finally, the IPA customer writes the RMA number on their return box, ships it to SHI, and we process the return. In some cases, to expedite a return, SHI will arrange to have the return-product picked up directly.

Once SHI receives the return, we will credit the customer's invoice. If you request a replacement order, we work with you to expedite a replacement even before we receive the return.

Occasionally, Software Publishers may require a customer to fill out a letter of destruction. In these cases, SHI provides the form to the customer, who signs and returns the form. To help simplify and expedite the process, SHI takes care of the rest – processing the letter of destruction with the Software Publisher.

Rarely, a customer might receive an incorrect or damaged product; if this occurs, SHI accepts return of that product within 30 days, with no restocking fees, regardless of the package being opened.

At any point, if customers encounter issues with their products, the SHI Account Team is accessible and eager to help!

SHI has a diversified product line that includes a broad range of computer products and services. Leading manufacturers have established SHI as an authorized partner. If awarded, National IPA contract users will benefit from having access to one of the most extensive IT product catalogs in the industry. The following lists contain a snapshot of some of the manufacturers whose products SHI is authorized to sell. If, by chance, we are not authorized for a specific product line that is of interest to a member, we will work with the manufacturer to become authorized. Upon award, we will work with National IPA to create a catalog inclusive of all products/partners that you would like to include.

## Hardware and Software Partners



## Mobility



## Emerging Partners



## Security





## Accessories

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## Display Solutions

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### Sourcing Non-Standard Products

SHI is committed to sourcing any product that our customers consider standard. In fact, one of our greatest strengths as a reseller has been our ability and willingness to source and purchase any product on our customers' behalf. This process is fast and efficient. SHI allows our Inside Account Managers to source products themselves, and to add them to SHI's product catalog without the assistance of another department. This means that a customer can request a product that does not currently exist in SHI's catalog, and that your Inside Account Manager will provide pricing and enter the customer's order within hours, rather than days.

## MARKETING AND SALES

- A. *Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:*
- i. *Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*
  - ii. *Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days*

### SHI Response:

SHI realizes the value of partnering with a widely respected organization like National IPA. Upon award this partnership would be immediately announced to the entire company, starting with our President and CEO, Thai Lee. This would be done via email to Thai along with the rest of the SHI Leadership, both sales and internal support. In addition, we would post an article on SHI's internal sharepoint site and announce on our upcoming all hands call.

SHI has retained a small business feel despite our growth. Denise Verdicchio, Sr. Director of Public Sector has worked for SHI for 22 years. She is personally working on this response and will continue to not only sponsor this partnership but will also be an active participant in creating and supporting all marketing plans. She, along with the rest of the Public Sector leadership, is fully committed to the success of this contract. National IPA and its members will benefit from this personal touch and commitment to success.

Ongoing training of our sales force on this contract will be critical to our success. Within the first week of award, SHI plans to have a call including all of our Public Sector Senior Leadership and Public Sector Marketing team as well as the appropriate sales, marketing, and contract personell for National IPA to create a specific design to enable our entire sales team. Discussion points will include:

- Train and enable all SHI Public Sector Field Account Executives and leadership
- Train and enable SHI's SM Sled Inside Account Executives and leadership
- Announce contract strategies such as social media, targeted email blasts, and press releases
- Facilitate current member market strategy
- Facilitate perspective member market strategy
- Create ongoing marketing plans.

We respectfully suggest having weekly touch point calls with Denise and the Public Sector marketing team until the contract is officially launched. Continuing monthly review calls over the life of the contract will allow us to stay focused, to analyze results for plans and strategies currently in place, to discuss new campaign and marketing ideas, and to review the overall success of the contract.

Since our Account Exectutives live all over the country, we find the most efficient way to conduct traning and enablement is with regional webcasts. There are on average 20 Account Executives per region so this will allow each call to have a more collaborative feel and allow for in-depth questions and answers.

We would love to have National IPA conduct live training sessions at our global headquarters in Somerset, NJ for our SM Sled organization as well as any local Account Executives. In addition, we would welcome the opportunity to present SHI's overall capabilities to the National IPA team.

SHI would expect this initial training to take place within the first 60 days of contract award. From there, we can work closely with National IPA to create an ongoing training plan, including quarterly touchpoints with the Regional Teams. We would like to include the National IPA team on future in-person meetings to facilitate better relationships between our sales organizations.

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

- iii. Creation and distribution of a co-branded press release to trade publications*
- iv. Announcement, contract details and contact information published on the Supplier company website within first 90 days*
- v. Design, publication and distribution of co-branded marketing materials within first 90 days*
- vi. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement*
- vii. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.*
- viii. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement*
- ix. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)*
- x. Dedicated National IPA internet web-based homepage on Supplier website with:*
  - National IPA standard logo;*
  - Copy of original Request for Proposal;*
  - Copy of contract and amendments between Principal Procurement Agency and Supplier;*
  - Summary of Products and pricing;*
  - Marketing Materials*
  - Electronic link to National IPA's website including the online registration page;*
  - A dedicated toll free number and email address for National IPA*

#### **SHI Response:**

In addition to our extensive sales force promoting this contract actively and on a daily basis with our current customer base and prospective customers, SHI intends to collaborate with National IPA on an extensive marketing plan. We understand the goal is to increase the number of entities that buy via

National IPA in all public sector verticals. We have a dedicated Public Sector Programs team with resources specifically identified to market and support growth for our national contracts such as National IPA. If SHI is awarded, the National IPA team, alongside Denise and the entire Public Sector leadership team, will work with the following people on this team in creation and execution of this marketing plan:

Scott Garrett  
Public Sector Operations Specialist  
[Scott\\_Garrett@shi.com](mailto:Scott_Garrett@shi.com)

Lauren Baines  
Public Sector Marketing Specialist  
[Lauren\\_baines@shi.com](mailto:Lauren_baines@shi.com)

We have prepared the below marketing plan but will remain flexible and open to collaboration post award. We are agile and will work quickly to execute the agreed upon plan.

First week:

- Create a co-branded press release and work quickly to distribute to agreed-upon trade publications
- Post announcement along with contract details and contact information to [www.shi.com](http://www.shi.com)
- Begin design of co-branded marketing materials including print, electronic, email, and presentations
- Discuss publication and distribution plans, as well as a plan to distribute and follow up on leads
- Create social media strategy
- Design and implement National IPA secured website on [www.shi.com](http://www.shi.com) including National IPA logo, copy of original RFP, copy of contract and amendments, summary of products and pricing, marketing materials, a link to National IPA's website, and all relevant contact information.

First month:

- Complete design of co-branded marketing materials
- Finalize plans to publish and distribute
- Begin distribution to current and prospective National IPA members
- Implement initial social media strategy

First ninety days:

- Post announcement as a blog post to our widely read [blog.shi.com](http://blog.shi.com) series
- Complete training and enablement for SHI sales force
- Complete publishing and distribution of initial marketing materials
- Analyze initial activity
- Discuss next ninety day plan for marketing

Ongoing:

- Design and publish national and regional advertising in trade publications
- Market and promote the Master Agreement including case studies, presentations, campaigns, and blog posts

SHI participates in hundreds of trade shows, conferences, and meetings across the country. National IPA has our commitment to participate at specified shows as well as looking for additional opportunities to broadcast and promote our partnership.

Specifically, SHI will attend, exhibit, and participate at the NIGP Annual Forum alongside National IPA suppliers. We are happy to assist National IPA in promoting and marketing this event and look forward to collaborating on a plan that will drive attendance.

SHI currently provides seminars and workshops to our public-sector customers across the country. We would be pleased to do the same for National IPA members. In all cases, we would work with you to determine the right topics, venue, timing, and participants. Some examples include:

**Manufacturer Table Show** – held annually, SHI will bring in manufacturers that currently do business with National IPA as well as emerging partners for a day of education and demonstration.

**Technology Roundtables** – this event brings together Public Sector IT Professionals and leading manufacturers to discuss current and future technology and how it can be used to solve problems or innovate solutions for the future.

**Webinars** – SHI frequently holds webinars for our customers. Topics range from Software Volume licensing (Microsoft EA, VMWare ELA), specific product features, and more broad solution areas.

**Workshops** – typically done in a half day, a workshop is meant to educate customers on all the aspects of a particular solution. One recent example is SHI's Video Surveillance Workshop. We have presented this workshop in 13 cities across the country and have discussed challenges, technology, policy, and future considerations.

**Summits** - SHI holds technology summits at our corporate headquarters in Somerset, NJ. Current summits include mobility and software asset management (held bi-annually). The State is welcome to attend these at no additional charge.

**Custom Events** - SHI will help National IPA coordinate any event that they believe will be beneficial to the participating entities.

In addition, SHI regularly publishes a widely read blog - <http://blog.shi.com/>. Recent posts include information on audits, E-Rate, VMWare VSphere Licensing Changes, and Microsoft O365 Productivity.

Immediately following is a sample marketing plan.

## 1. Overview

SHI has transformed itself from a \$1 million "software-only" regional reseller into a \$7.5 billion global provider of information technology products and services. From software and hardware procurement to deployment planning, configuration, data center optimization, IT asset management and cloud computing, SHI offers custom IT solutions for every aspect of your environment. Privately-held and under the guidance of our current ownership since 1989, SHI's goal is to foster long-term and mutually-beneficial relationships with our customers and partners every single day.

With 3,500 employees worldwide, SHI is the largest Minority/Woman Owned Business Enterprise (MWBE) in the United States and is ranked 9<sup>th</sup> on CRN's Solution Provider 500 list of North American IT solution providers.

SHI has a dedicated Public Sector sales force focused on selling solely to state and local government, K-12 schools, and higher education institutes. Digital Learning is one of SHI's core vertical sales initiatives for our education team, making a long-term relationship with National IPA a natural fit.

## 2. Potential Marketing Strategies

**Social media** SHI has an active presence on Twitter, LinkedIn, Facebook, and Instagram. We closely follow industry trendsetters and advertise new services, agreements, and relevant articles as they relate to our customers. We also use these platforms to amplify SHI Blog articles about new buying vehicles for SHI and our customers.

**Targeted email blasts** SHI's marketing team can create HTML email templates designed to inform thousands of targeted proprietary contacts about new contracts.

**Ongoing enablement training** for our K-12 sales force. Via our regularly scheduled roundtable calls, internal newsletters, live webinar trainings and in-person presentations, we strive to familiarize our sales reps with all new offerings so they are prepared to serve our customers. Additionally, we offer live webinars and trainings for our customers when relevant to keep them abreast of the latest IT news.



## 2. Potential Marketing Strategies (Continued)

**Press Releases** SHI uses our corporate website (SHI.com) and Business Wire to make important announcements, including occasionally highlighting strategic new contracts.

**Events** SHI attends and supports a plethora of events, often spearheaded by local SHI AEs to educate our customers on our resources. These include but are not limited to: co-sponsored regional IT events, road shows, customer-facing conventions, and webcasts.

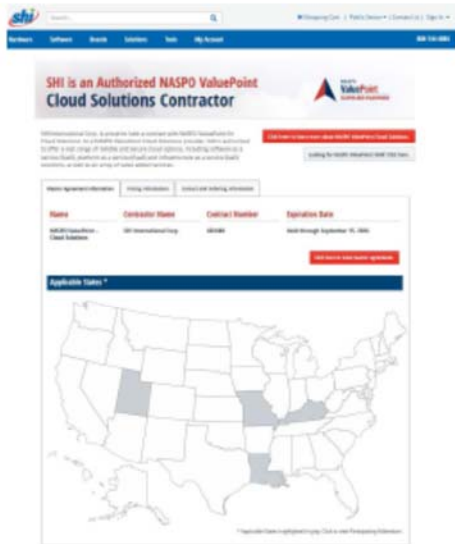
These types of events allow SHI to market key differentiators to our clientele, including purchasing cooperatives such as National IPA.

**Education-specific trade shows/conferences** SHI attends many of the top trade shows in the education industry, and we use these opportunities to highlight key resources available to us to our customers, including education contracts.

The biggest of these shows is ISTE, the most comprehensive educational technology conference in the world for the past 30+ years with 18,000+ attendees.

**SHI Blog and SHI.com** Our subject matter experts, account executives, and partners contribute stories regularly to our customer-facing blog, informing them on insights, trends, and challenges impacting the IT industry today. We measure each post's impact through best of breed SEO and web analytics practices. Since our blog has a wide-ranging audience, our Public Sector marketing team is included in writers' meetings to ensure that we are effectively reaching our government and education-specific customers.

We have dedicated contract pages on our public-facing website highlighting key contract vehicles.



## 3. Closing Statement

SHI's National IPA contract provides us with the ability to continue servicing public sector together. SHI has demonstrated its distribution capability in generating revenue, creating interest for partner products and in transforming the way our mutual customers build, deliver and consume information technology. We have everything it takes to be successful in supporting this contract.

*B. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.*

**SHI Response:**

SHI realizes that the transition process is essential to National IPA's success. Below, please find a brief explanation, along with visual support, of SHI's collaborative process. In order to make the transition smooth, efficient, and effective, the process described may be customized to best meet the each member's specific needs. For now, the SHI team recognizes six (6) areas of focus to help ensure National IPA's transition is successful:

1. Manufacturer Supply and Pricing Agreements
2. Product Standards
3. Dedicated Account Team and Team Tools
4. Custom/Customer Specific Reports
5. Order Acknowledgement Customization
6. Non e-Procurement Site Implementation: SHI.com

For each of these six areas, SHI and National IPA will work collaboratively on identified tasks to complete implementation of Information Technology Solutions. The breakdown of these tasks is outlined below.

<b>Area of Transition</b>	<b>SHI Task to be Performed</b>	<b>National IPA (member) Task to be Performed</b>
<b>Manufacturer Supply and Pricing Agreements</b>	Create a contract/agreement document in the SHI System	Identify all existing customer/manufacturing agreements
	Identify source(s) of supply	Submit letter to manufacturer naming SHI as agent/reseller for customer
	Request/plan for routine product/price updates from any non-automated price feed from manufacturer	Identify customer policy for manufacturer selection and orders
	Set up customer specific SKU's as applicable	Identify any IT refreshes already in process so that SHI is able to best assist customer.
	Create training/information documents on customer requirements for internal use	
	Publish customer terms, pricing, contracts, and processes and policies to SHI's Internal SharePoint site for customer	



Create customer-ready marketing efforts to inform all authorized purchases about the new contract begin request authorization process and identify SHI requirements for any applicable manufacturers

<b><i>Area of Transition</i></b>	<b><i>SHI Task to be Performed</i></b>	<b><i>National IPA (member) Task to be Performed</i></b>
<b>Product Standards</b>	<p>Work with manufacturers or distributors to set inventory levels, if applicable</p> <p>Flag standard products in customer catalog at item level</p> <p>Place first inventory order, if applicable</p> <p>Create process documentation and update to SHI internal SharePoint site</p> <p>Set custom fields for customer order entry to identify and capture order-specific information that City would like to maintain</p>	<p>Identify customer standards</p> <p>Forecast volume on any IT inventory requirements, if applicable</p> <p>Define non-standard request process for customer and SHI approval validation for processing, if applicable</p>

<b><i>Area of Transition</i></b>	<b><i>SHI Task to be Performed</i></b>	<b><i>National IPA (member) Task to be Performed</i></b>
<b>Dedicated Account Team and Team Tools</b>	<p>Introduce City of Mesa to its dedicated sales team</p> <p>Train all team members on pricing and terms for City of Mesa contract</p> <p>Ensure that City of Mesa is aware of best customer-specific email alias for their use</p> <p>Verify proper setup of team folders in Outlook</p>	<p>Identify any specific requirements for City</p>

<b><i>Area of Transition</i></b>	<b><i>SHI Task to be Performed</i></b>	<b><i>National IPA (member) Task to be Performed</i></b>
<b>Custom/Customer Specific Reports</b>	<p>Define custom fields that City of Mesa may wish to capture</p> <p>Establish reporting schedule</p> <p>Establish distribution list</p> <p>Validate custom fields transmitted in e-procurement and non-e-procurement orders</p> <p>Program data labels and list of values in order entry to capture information</p> <p>Set order types: Standard, non-standard, replacement, expedite</p> <p>Submit report requirements to Web Administration</p> <p>Develop and test reports</p>	<p>Define custom fields that City wishes to capture</p> <p>Establish reporting schedule</p> <p>Establish distribution list</p> <p>Establish report layout and report type/requirements</p>

Introduce and train City of Mesa on SHI reporting tools

Set user permissions

<b>Area of Transition</b>	<b>SHI Task to be Performed</b>	<b>National IPA (member) Task to be Performed</b>
<b>Order Acknowledgement Customization</b>	SHI account team customize in SCII	Define City of Mesa specific content
	Test order acknowledgement documents	Define intended recipients of notifications, such as Order of Acknowledgement

<b>Area of Transition</b>	<b>SHI Task to be Performed</b>	<b>National IPA (member) Task to be Performed</b>
<b>SHI.com non e-Procurement site implementation</b>	Define organization/site requirements (process flow)	Define organization/site requirements (process flow)
	Define system users and set up permissions	Define system users and set up permissions
	Design SHI.com customer specific implementation	Define approval process and billing process/requirements
	Define/build any additional catalog requirements	Define catalogue content
	Define SHI.com special verbiage requirements	Test system and processes
	Connect users to City of Mesa-specific catalogues	
	Conduct user demonstration and training sessions for City of Mesa	

- C. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.*

**SHI Response:**

SHI acknowledges and can comply.

- D. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:*
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency*
  - ii. Best government pricing*
  - iii. No cost to participate*
  - iv. Non-exclusive contract*

**SHI Response:**

National IPA will benefit from SHI's laser focus on being the best at delivering the products and services your members need. A dedicated approach to the Public Sector business for the last twenty years has helped us to create solutions that are specific to the unique needs of State, Local, and Education customers across the country.

SHI's Public Sector sales force will be actively promoting the availability of National IPA to customers and prospects across the country. With the assistance of our Public Sector marketing team, all leads that are generated will be followed up immediately. Any leads that come in, regardless of the source, are uploaded to our CRM database and assigned to an Account Executive. In addition, the lead is attached to a specific lead source so we have the ability to track ROI on various marketing strategies. The AE is then emailed to make them aware that a new lead has been published to them. The AE will document any activity with that customer in CRM. When appropriate, the lead can be transitioned to an opportunity and tracked through close.

SHI agrees that all joint sales materials for this contract will include the National IPA logo and reference the required information as required by this RFP.

*F. Supplier is responsible for the training of its national sales force on the Master Agreement.  
At a minimum, sales training should include:*

- i. Key features of Master Agreement*
- ii. Working knowledge of the solicitation process*
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA*
- iv. Knowledge of benefits of the use of cooperative contracts*

**SHI Response:**

SHI understands and agrees to train our national sales force on the Master Agreement. As discussed above, the sales leadership will be actively involved in ongoing training over the life of the contract. Training will include key features of the agreement, working knowledge of the solicitation process, awareness of the Public Agencies that can utilize this agreement, and specific information on the benefits of this Master Agreement as opposed to other cooperative contracts available for use.

*G. Provide contact information for the person(s), who will be responsible for:*

- i. Marketing*
- ii. Sales*
- iii. Sales Support*
- iv. Financial Reporting*
- v. Contracts*

**SHI Response:**

In order to provide the most seamless and efficient service to National IPA, we will be providing one primary point of contact. If other people are needed to address the situation, Scott will quickly make connections with the appropriate people and stay involved until the situation is addressed completely.

Scott Garrett  
Public Sector Operations Specialist  
732-868-5915  
[Scott\\_Garrett@shi.com](mailto:Scott_Garrett@shi.com)

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

**SHI Response:**

As previously articulated, SHI has experienced tremendous growth in size and scope due to our customers' expanding needs. Our organic growth and over two decades of stability are a direct result of backing a highly-skilled and tenured sales force with software volume licensing experts, hardware procurement specialists and certified IT services professionals.

In terms of organization, we have retained a small business feel in order to remain agile for our customers. We have few layers of management and empower our sales teams to make decisions that are in the best interest of their customers.

To ensure that we are meeting the needs of all Public entities, we have split our Public Sector business unit into three divisions:


- Public Sector Field
- SM Sled
- Federal

## Public Sector Field

The Public Sector field organization supports State Government, Local Government, K-12, Higher Ed, and Public Healthcare entities across the country. Our sales teams are regionally aligned in order to provide local focus; subsequently, our Account Executives are able to live where they work. Each region is managed by a regional director who lives in that region.

Customers are supported by an Account Executive and a dedicated Inside Sales Team. Field territories are structured by vertical and geography. We have over 120 Account Executives (AE's) who live and work in their territories. The emphasis is on having them be face to face with their customers as frequently as possible. We are in the process of expanding our field Account Executive team to ensure that each AE is focused on 25 accounts or less and in one specific vertical. This will enable us to continue to cater to the individualized needs of our customers.

Each Account Executive is supported by a team of Inside Account Mangers (IAM's). This group totaling over 150 professionals is located in our global headquarters in Somerset, NJ. This team is also aligned to match specific regions so that everyone who is working with you will have sensitive knowledge of National IPA member's regional environment and the nuances associated there. They are responsible for the day-to-day customer service questions such as order placement, order tracking, quotations, return authorizations, product information etc.



### Public Sector Regional Management Team

**WEST**

Regional Director: Alison Turner  
425-974-5997  
Alison\_Turner@shi.com

Inside Sales Managers:  
Northwest: Corrin Bennett  
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Corrin\_Bennett@shi.com

California: Scott Kent  
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Scott\_Kent@shi.com

**Senior Director of Public Sector Sales**  
Denise Verdiciochio  
908-884-1389  
Denise\_Verdiciochio@shi.com


**Director of Inside Sales - Public Sector**  
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Yara\_Ismail@shi.com

**NORTHEAST**

Regional Director: Barb West  
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Michael\_McCaffery@shi.com

Northeast/Southeast/East/  
Central/Federal: Terrance Bridgers  
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**CENTRAL**

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## SM Sled

The Small/Medium Sled division is focused on supporting the needs of the smaller K-12, local government, and higher education institutions across the country to ensure personalized attention regardless of customer's size. In this case, we have defined small as a K-12 district with 7500 Students or less, a higher education institution with 1500 students or less, or a city/town with 50,000 population count or less. These customers often are overlooked by large resellers yet have the same need to stay current with technology as their larger counterparts. This division is based out of our global headquarters in Somerset, NJ. This team consists of 170 Inside Account Executives (IAE's) who support their customers' needs from start to finish. They are organized into the same six regions as the field team and both a manager and a team lead support each region.

**Senior Director, SLED Field**  
**Denise Verdicchio**  
 908-884-1389

**SM SLED, Local Government**



**WEST**  
 Paul Marsicano  
 732-652-0839  
 Josh Reyes  
 732-652-0311

**Inside Team**  
 Billy Howarth  
 Chris Cabrera  
 David Morrison

Devone Bennett  
 Gregg Cambareri  
 Irene Cook  
 Joe Burst  
 Jonathan Koffler  
 Michael Klotz  
 Pete Garay  
 Sebastian Psak

**Director, Small/Medium Public Sector,  
 Enterprise - SLED**  
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**NORTHEAST**  
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 732-564-8505

**Inside Team**  
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 Kristen Goers  
 Monique Chedid  
 Parker Jensen  
 Thomas Flatley  
 Tylere Daniel

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 Ashley Marfo

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 Jemilah Alghali  
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 Sloane Endick  
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 Chris Costello

David Vieira  
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 Gurdeep Bhalla  
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 Pat Swinarski  
 Ryan Baicher  
 Ryan Brennan  
 Will Ricketts

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 Brianna Jack  
 Chris Rebele  
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 Dianna Lee  
 Gabriella Viola  
 Jeff Prudente  
 Kevin Gordon  
 Kwame Eshun  
 Mat Schenck  
 Samantha Rebimbas  
 Tom Monks



**SOUTHEAST**  
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 Kevin Mariano  
 732-564-8516

**Inside Team**  
 Bryan Hunt  
 Bryan Thompson  
 Danielle Maloney

David Lloyd  
 Gary Wilson  
 Jim Grogan  
 Kaleigh Maffei  
 Lauren Rallis  
 Lou Malvasi  
 Pat Connolly  
 Vinnie Pini





Senior Director, SLED Field  
Denise Verdicchio  
908-884-1389

SM SLED, Education



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*Higher Education*  
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*K-12*  
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John Batista  
Kayla Williams  
Maya Oliver

Mike Mieszkuc  
Monique Chedid  
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Francesca Lima  
Gregg Cambareri  
Grieg Tan  
Irene Cook  
Joe Burst  
Jonathan Koffler  
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Brittanni Kennedy  
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Ian Robinson  
Jean Mombrun

Christopher Heroux  
Dave Biancamano  
Desiree Kersulic  
Gary Wilson  
Greg Spoleti  
James Geary  
Joelle Soto  
Kaleigh Maffei  
Lauren Rallis  
Marta Matera  
Patrick D'arcangelo  
Sebastian Paak  
Thomas Morrow  
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Kristian Biacan  
  
*K-12*  
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Bobby Hammer  
Bradley Straight  
Carmen Sotomayor  
Chris Bielak  
Cody Dembiec  
Cody Pace

Dan Nemeth  
Dave Panella  
Dean Caravito  
Erin Manning  
Gab Smith  
Josh Katz  
Kevin Gordon  
Mike Mieszkuc  
Mike Zmachinski  
Natalie Nicosia  
Patrick Goldsmith  
Ryan Kachel  
Ryan Simio  
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Gareth Bevan  
Jesse Meyer  
John Firestone

Justin Chisari  
Michael Rutledge  
Nick Corvino  
Nick Loughlin  
Ross Gerhart  
Roy Colicchio  
Sam Martin  
Stephanie Lane  
Tyler Freidell  
Will Fleming

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www.SHI.com | 888-764-8888

- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

**SHI Response:**

SHI has extensive experience administering contracts of this nature, and we are confident that we will exceed the requirements of the Scope of Work and Terms and Conditions. We take great pride in our ability to administer the agreement to the maximum benefit of the contract users.

The SHI sales team will work in conjunction with the National IPA sales team to promote the Master Agreement to both existing participating Public Agencies and prospective Public Agencies. As detailed previously in this response, the SHI Sales team will receive in-depth and ongoing training on the Master Agreement. Public Sector sales leadership will be actively involved in implementing and servicing this agreement. The entire team is committed to growth and success of this contract.

SHI Account Executives will promote this agreement actively within their account base during regular face-to-face meetings and calls with customers and prospects. In addition, we welcome joint sales calls with the National IPA sales team.

Scott Garrett, the dedicated National IPA Public Sector Operations Specialist, will coordinate regular communications with our sales team and actively follow up on all campaigns. He can quickly distribute leads and connect the National IPA team with their correct counterpart on the SHI sales team.



We understand the intricacies of implementing and maintaining a contract of this nature, supporting multiple state agencies and municipalities. When we enter into an agreement of this magnitude, we take great care to implement support and service plans to meet the needs of each individual agency, city, county, township, school district and higher education institution.

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

**SHI Response:**

In addition to our extensive sales force promoting this contract actively and on a daily basis with our current customer base and prospective customers, SHI intends to collaborate with National IPA on an extensive marketing plan. We understand the goal is to increase the number of entities that buy via National IPA in all public sector verticals. We have a dedicated Public Sector Programs team with resources specifically identified to market and support growth for our national contracts such as National IPA. If SHI is awarded, the following team members will collaborate with the National IPA team to create and implement the marketing plan:

Scott Garrett  
Public Sector Operations Specialist  
[Scott\\_Garrett@shi.com](mailto:Scott_Garrett@shi.com)

Lauren Baines  
Public Sector Marketing Specialist  
[Lauren\\_baines@shi.com](mailto:Lauren_baines@shi.com)

Scott's main focus will be onboarding and growing the National IPA contract vehicle. He will be responsible for coordinating calls and other communications between SHI Leadership and sales teams and National IPA. Having Scott in place will help us to stay focused on our joint goals and also to review success as we go so we can make changes as needed.

We have previously discussed our marketing plans in this response and fully expect to continue to generate new marketing and sales campaigns to continue to drive business over the life of the contract.

When there is interest from a prospective public agency we will work quickly with National IPA to get their account set up and introduced to their account team at SHI. Having Scott Garrett as the primary point of contact will help to ensure that this process is seamless for the customer.

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

**SHI Response:**

Immediately following are our top 10 Public Agency customers. SHI can provide additional information upon request.

Customer Name	Invoiced Revenue	Buckets
Texas Seat Management	28,915,734.65	\$50m - \$100m
MN Office of Enterprise Technology	20,015,880.01	\$50m - \$100m
NJ New Jersey Information Technology	18,827,813.44	\$50m - \$100m
Atos Governmental IT Outsourcing Services, LLC	17,093,142.56	\$50m - \$100m
Louisiana Office of Technology Services	17,072,810.99	\$50m - \$100m
KY Technology, Commonwealth Office of (Cot)	16,978,802.17	\$50m - \$100m
NY Department of Health	13,400,486.55	\$50m - \$100m
City of New York NY	13,089,495.50	\$50m - \$100m
County of Harris	12,760,337.44	\$50m - \$100m
City of Houston	12,079,388.15	\$50m - \$100m

*L. Describe your company’s information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.*

**SHI Response:**

Regardless of the method of submission (email, fax, web), the order is routed to your dedicated Inside Sales Team for validation and the management of the order process. Upon receipt, the Inside Account Manager (IAM) will review the order to ensure that the order is complete and can be processed. If the order is not valid for any reason, the IAM will contact the customer within 2-4 business hours to request any necessary information. If lower pricing is available, the IAM will inform the customer and pass the lower price on. In a case where a price has increased, SHI will honor the price if the quote is within 30 days of the original quote. If the quote has expired, SHI will make a best effort to work with the manufacturer to honor the price.

Your dedicated sales team will enter all valid orders on the same day they are received. An automatic order confirmation will be generated and sent to the end user listed on the purchase order, as well as any other contacts the customer has designated. We can customize the information on the order acknowledgement email and can include any and all information required by the customer.





SHI International Corp.  
290 Davidson Ave.  
Somerset, NJ 08873  
Phone: 888-235-3871

# Order Confirmation

**Sales order** S46482360  
**Order date** 10/17/2017  
**Customer Account** 1008214  
**Customer PO** 18001750  
**Shipping Method** ESD  
**Customer Reference**  
**Payment** Net 30 Days

**SHI Account Executive** Amelia Jakubczyk  
**SHI Account Manager** Robert DiGiovanni

**Bill To**  
Jennifer Means  
CITY OF MESA  
PO BOX 18795  
AP CENTRAL BILLING  
Mesa, AZ 85211  
United States

**Ship To**  
CITY OF MESA  
59 E. 1ST STREET  
Mesa, AZ 85211  
United States  
18001750/Jennifer Means

Item No. Mfg Part No.	Description	Qty Ordered	Unit Price	Extended Price
32631458 Q-E-PUB Qualys	Qualys Public Sector annual subscription Multiple platforms English Opti upd via downld Software Contract number: 18078-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	0.00	0.00
32745136 Q-E-PUB-VM-M Qualys, Inc.	Qualys Public Sector Vulnerability Management- Module Price Multiple platforms English ESD Software Contract number: 18078-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	923.20	923.20
32631460 Q-E-PUB-VM Qualys	Qualys Vulnerability Management-- Enterprise--Public Sector Windows - Multiple Windows Platform English ESD Software Contract number: 18078-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	950	6.96	6,612.00
33370886 Q-E-PUB-WAS-M	Qualys Public Sector Web Application Scanning - Module Price	1	923.20	923.20

Once an order is entered, it is then directed to SHI’s Procurement Department for processing. This team is then responsible for placing the order with the appropriate Distributor or Manufacturer. The orders are sent electronically and confirmed. All orders are placed within 24 hours of being received. Should there be a change in the delivery time, the Procurement team will notify the sales team immediately. At that point we will reach out to the end user to discuss options.

Should a product not be available at the time of order placement, the Inside Account Manager will reach out to the contact who placed the PO and advise that contact on all the options available. No substitutions will be ordered unless we have express, written authorization to do so by the end user.

Assuming there are no delays, the tracking number will be uploaded to the website upon shipping if/when provided by our vendors. In addition, the customer can opt to receive an advanced shipping notification which will be emailed automatically upon shipping of the product(s). See an example of the ASN below.





**Shipment Notification**

Sent from SHI  
Somerset, NJ Office: 1-800-527-6389  
[www.shi.com](http://www.shi.com)

Order Date: 28 May 2014  
SHI Order #: S12183345  
PO #: 15698

Ship To: Parkside Utility Construction  
219 Ruth Rd  
Harleysville, PA 19438

Delivery Memo: 15698/Lisa Malcolm

Shipment Date: 28-May-14  
Ship Via UPS Ground  
Tracking # [1ZX717350309365643](https://www.ups.com/track?tracknum=1ZX717350309365643)

SHI Part #	Mfg Part #	Description	Qty Shipped	Qty Ordered
22873569	SHI-TAG-1	Asset Tagging & Reporting (Per 1x Tag) Config/Install SHI CONFIG <b>Nothing ships for this virtual item</b>	1	1
27752697	DYCOM-IMAGE-2	Image Install: Dycorn - W7PRO Standard Laptop Image Config/Install SHI CONFIG <b>Nothing ships for this virtual item</b>	1	1
28786615	J4P16US#ABA	E840g1u74600ujn256fiwcn08ye Us Hardware Hewlett-Packard SN:CNU420CL6R Asset Tag:A2271455	1	1

\* Thank you for your business! \*  
\* Your order has shipped today. If you have not received your order within one business week, please contact your sales team for order status. \*  
We want to hear from you. If you have any comments regarding the service that you have received from SHI, please Email our Director of Quality at [Quality\\_Director@shi.com](mailto:Quality_Director@shi.com)

SHI is able to customize our invoices to meet the needs of individual customers. If awarded, we will work with each customer to add necessary fields to our order entry system so that information will be captured on the invoice as well. A sample invoice is included for you below. Again, this can be customized to meet any requirements necessary.





Federal tax ID: 22-3009648  
 290 Davidson Ave.  
 Somerset, NJ 08873  
 Phone: 888-235-3871  
 Fax: 732-805-9669

Please remit payment to:  
 SHI International Corp  
 P.O. Box 952121  
 Dallas, TX 75395-2121  
 Wire information: Wells Fargo Bank  
 Wire Rt# 121000248  
 ACH Rt# 021200025  
 Account#2000037641964  
 SWIFT Code: WFBUS6S  
 For W-9 Form, www.shi.com/W9

**Invoice No. B07251775**  
 Invoice date 10/19/2017  
 Customer number 1008214  
 Sales order S46482360

Finance charge of 1.5% per month will be charged on past due accounts - 18%/yr.  
 All returns require an RMA# supplied by your SHI Sales team.

**Bill To**  
 CITY OF MESA  
 PO BOX 16795  
 AP CENTRAL BILLING  
 Mesa, AZ 85211  
 USA

**Ship To**  
 CITY OF MESA  
 59 E. 1ST STREET  
 Mesa, AZ 85211  
 USA  
 18001750/Jennifer Means

Ship Date	Salesperson	Purchase Order	Ship Via	FOB	Terms
10/19/2017	Amelia Jakubczyk	18001750	ESD	FOB DEST	NET 30

Item No. Mfg Part No.	Description	Qty Ordered	Qty Shipped	Unit Price	Extended Price
32631458 Q-E-PUB Optl upd via downld Qualys	Qualys Public Sector annual subscription Multiple platforms English Optl upd via downld Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	1	0.00	0.00
32745136 Q-E-PUB-VM-M ESD Qualys, Inc.	Qualys Public Sector Vulnerability Management- Module Price Multiple platforms English ESD Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	1	923.20	923.20
32631460 Q-E-PUB-VM ESD Qualys	Qualys Vulnerability Management-- Enterprise--Public Sector Windows - Multiple Windows Platform English ESD Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	950	950	6.96	6,612.00
33370886 Q-E-PUB-WAS-M ESD Qualys	Qualys Public Sector Web Application Scanning - Module Price Multiple platforms English ESD Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	1	923.20	923.20
32631461 Q-E-PUB-WAS ESD Qualys	Qualys Web Application Scanning--Public Sector Windows - Multiple Windows Platform English ESD Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	5	5	463.92	2,319.60
32745132 Q-VS Optl upd via downld Qualys, Inc.	Qualys Virtual Scanner--Annual Subscription Multiple platforms English Optl upd via downld Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	5	5	923.20	4,616.00



We have the flexibility to bill upfront, in arrears, or on a payment plan depending on the requirements of each purchase. We will have these discussions before the quote process takes place and confirm again before we enter the purchase order. In this way, we will alleviate incorrect billings. In the rare case that something is incorrectly billed, the customer can simply reach out to their sales team and they will work with our Accounting Department to correct.

SHI is able to accommodate sending either hard copy invoices, electronic invoices, or both. Summary billing is also available. We can accommodate changes to their preference at any time. Invoices will be sent only after the products have been delivered. Should we get an award, we would like to sit down with each National IPA customer to understand their requirements, typical acceptance procedures, and time frames.

SHI's open architecture systems allow us to integrate with virtually any eCommerce platform, whether through market leaders or a proprietary solution. Ariba, Perfect Commerce, PeopleSoft, SAP and Oracle are the most popular applications supported by SHI. In general, SHI can support systems that use cXML (commerce extensible mark-up language), or EDI (electronic data interchange) standards. This includes a wide range of applications, proprietary systems.

In addition, SHI supports the following Punch-out types:

- Ariba Punch-out
- Coupa
- ePlus Procure+
- Hubwoo
- Oracle OAG and cXML Punchout
- Perfect Commerce Roundtrip
- PeopleSoft Direct Connect
- SAP OCI Roundtrip
- Sciquest
- Verian ProcureIT

SHI's order entry system, procurement system, and invoicing system are all standardized on AX. This allows for seamless process and maximum efficiency from order placement to billing. SHI has a team of AX developers in house to accommodate our various customers' needs.

*M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").*

\$\_\_\_\_\_.00 in year one

\$\_\_\_\_\_.00 in year two

\$\_\_\_\_\_.00 in year three

*To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.*

**SHI Response:**

Per addendum #2, this information is not required. At this time, SHI prefers not to guarantee sales as we have no history or data with which to accurately determine these numbers. We are open to working with National IPA on forecasts in the future.

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

- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).*
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.*
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).*
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.*

*Detail your strategies under these options when responding to a solicitation.*

**SHI Response:**

We understand that some public agencies will choose to conduct their own formal solicitations even though this Master Agreement is in place. In these cases, SHI will evaluate each situation as it arises. We will do everything we can to ensure that the resulting sales are priced at or below the National IPA pricing and reported to National IPA. It is our goal to make this contract as successful and widely used as possible and will not look to steer business away from it, even if the agency chooses to do a formal solicitation. SHI has put forth our most aggressive pricing to National IPA in this proposal. For this reason we believe that responding with this pricing will be the most widely used strategy (as described in i.). If a publisher/OEM offers competitive pricing, SHI will pass that pricing along and report those sales to National IPA (as described in ii.). It is highly unlikely for SHI to offer pricing higher than what is in the Master Agreement unless we were using the Master Agreement pricing as a comparison to show the value of this agreement (as described in iv.).

*2. Provide a description of the product lines that can be provided by your firm.*

**SHI Response:**

Currently, SHI collaborates with thousands of Hardware and Software partners and will provide National IPA access to the most extensive IT catalog in the industry. In addition, SHI continually adds vendors and products to our databases to allow our customers the most updated, comprehensive choices possible. We are confident that our flexibility, extensive product offering, and our willingness to evolve along with Public Agencies' changing needs, are unique strengths that SHI happily leverages for National IPA members. We will also reach out to new vendors upon request, or when we identify new technologies that we believe members will want to purchase.

Over the past decade IT has changed. Although there is still a need for commodity products, attention has turned more and more to building solutions that will solve customers' needs. In response to shift,



and working within our customer-centered foundation, we developed our Enterprise Solutions Group to include solution based support. This team has over 150 people who hold 3000+ certifications for various products and solutions. Their goal is to help address our customers' needs, acquire the right technology, and adopt that technology into their environment to achieve the desired outcomes. This team can bring together resources to talk across an entire solution whether that be end user, datacenter, or security. These teams are vendor neutral and use their breadth of experience to help tailor conversations that will be optimal for a customers' specific environment. We engage our customers during the strategy and solution design phases of a project and assist with activities like strategic planning, assessments, white boarding, proof of concepts and obtaining demo units. Initiating conversations at this point in the conversation leads to a more optimized project and cost savings.

To help with the selection of product, equipment, and services (whether it be a Laptop, Desktop, All-in-One, Tablet, or other device) the SHI Team provides National IPA members with a customized procurement website, allowing authorized end-users to select from standard configurations and peripherals, as well as to provide necessary information to ensure a successful installation. The procurement website provides all service catalogs, approved hardware configurations, and inventory databases, allowing National IPA members to procure the best products for their needs.

National IPA members will benefit from SHI's laser focus on being the best at delivering the products and services it needs, while continuing to keep our costs aggressive with our low overhead. A dedicated approach to the Public Sector business for the last twenty years has helped us to create solutions that are specific to the unique needs of State, Local, and Education customers across the country. Because we provide a neutral vendor approach – not valuing one vendor more than any other – and because we use our experience and breadth of knowledge to assist in finding the right technology to meet the specific requirements of your environment, we are confident we are the best choice as your IT Solutions Partner.

SHI included an overview of some of our top partners in our response to section 3.2 Distribution, Logistics we have also included an additional list in the Attachment section of this response. SHI is happy to provide additional information regarding partners or answer questions about procuring a specific product if needed.

*3. Provide a description of the services that can be provided by your firm.*

**SHI Response:**

In addition to an extensive product catalog, SHI offers a full range of services. Outlined below are some of the services SHI will work collaboratively on with National IPA members:

**Software Procurement**

- COTS
- Software Volume License procurement/management
- Contract negotiation and optimization assistance

**End User Computing**

- Mobility
- Laptops
- Tablets
- Desktops
- Systems Management

- Phones
- Unified Communications

### Datacenter

- Servers
- Storage
- Networking Equipment
- Converged Infrastructure
- Cloud
- Colocation

### Security

- Assessments
- HIPPA Security
- Vulnerability
- Security Posture Review (SPR)
- Penetration Testing
- Social Engineering
- Policy Creation
- Data Protection Solutions and Services
- Firewall/UTM/NGFW Implementation
- DLP/Encryption Implementation
- Video Surveillance

### Lifecycle Services

- Acquisition
- Deployment
- Installation
- Data Migration
- OS Upgrades
- Support
- Recovery
- Integration Services
- Rack and Stack
- Advanced Configurations
- Mobile Device Configurations
- Asset Tagging
- Image Deployment
- Laser Etching
- Activations
- Kitting
- Integrated Add-on Components
- Custom Label and Packing
- Inventory Management

### Connectivity Services

- Voice
- POTS
- Mobility
- UC Hosted PBX
- SIP/PRI
- Network and Data
- Ethernet/Fiber
- Wireless
- SDN
- PTP
- MPLS
- Cable/DSL
- Specialized
- Telecom Expense Management
- Service Provider Assessment

### Microsoft Services

- O365
- Active Directory
- SCCM
- Skype
- Exchange
- SharePoint
- Windows

## Other Services

- Project Management
- Auxiliary Services
- Partner Delivered

In addition to these myriad products and services, SHI can assist with technical evaluation of products as well. Evaluation may include full proof of concepts or simply obtaining evaluation units. In this way, we will enable National IPA members to make the best choices and scope each project appropriately. Beyond just offering competitive pricing for products covered under this contract, SHI will strive to help National IPA members to avoid costs associated with selecting the wrong technology, or with project delays due to incorrect scope. In addition, we will review buying programs and conduct price modeling to ensure that the technology you choose is being procured in the best way possible and at the most aggressive price.

4. *Provide a detailed description of any programs available for Participating Agencies seeking to set and meet goals for historically underutilized businesses (e.g. minority, woman, veteran, disabled, etc.). Discuss how transactions between offeror and tier one suppliers and Participating Agencies and tier one suppliers will be tracked and accounted for and any quality assurance measures that are in place to assure a high-performance standard for tier one suppliers.*

### SHI Response:

SHI's Diversity Business Development initiative seeks to enhance business opportunities with companies whose corporate objectives include supplier diversity. As both a minority owned (MBE) and woman-owned (WBE) enterprise, SHI is the country's largest MWBE provider of information technology products and services. SHI also maintains its own internal supplier diversity program and seeks to engage MBE and WBE suppliers to meet SHI product requirements and operational needs.

SHI International Corp is a 100% minority owned company and a Corporate Plus member of the National Minority Supplier Development Council (NMSDC). SHI is certified by the New York & New Jersey Minority Supplier Development Council of the NMSDC and recognized by the 24 other regional affiliates of the NMSDC including the Canadian Aboriginal and Minority Supplier Council (CAMSC). SHI is also a woman owned business and certified with the Women's Business Enterprise National Council (WBENC) and certified as a MWBE with California Public Utilities Commission (CPUC).

SHI International Corp holds current State Government Certifications in the following states, cities, or counties: Delaware, Indiana, Massachusetts, Missouri, New Jersey, Wisconsin, Virginia, North Carolina, Prince George's County, Maryland, New York City, NY.

In 2004, SHI launched an executive initiative to increase SHI International Corp presence in the minority business community and established a diversity business development program. An executive-level position was created to better meet the expectations of our customers for SHI's participation in their M/WBE development and 2nd Tier programs. SHI is the only M/WBE that maintains a fully-staffed team dedicated to supplier diversity matters for our clients and vendor partners. Our team manages and distributes just over 175+ diversity spend reports to our clients today (see below). SHI continues to increase the number of diverse suppliers in SHI's Managed Partner Network which our internal operational requirements alongside accommodating our clients to meet their specific governmental,

educational and corporate diversity goals. In addition, we sponsor and support annually, on average, over 50 supplier diversity related events which include corporate client-sponsored events that value diversity spend opportunities across the country. SHI is a Corporate Plus member and a sustaining annual contributor to the Business Consortium Fund of the NMSDC.

### **Diversity Spend Client Reporting**

SHI tracks and reports 1st and 2nd tier spend with minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses and makes these reports available to all customers that track such spend. As a 6.8 billion dollar company, SHI reports these results to over 150+ of our customers on a quarterly basis.

2016 Percentage of Diverse Spend

Total Spend	SHI Addressable Spend	SHI Total Diverse Spend	% of Diversity spend
\$6,449,294,928	\$193,478,848	\$104,302,045	53.9%

### **MBE Partner Network & Initiative**

SHI has an active program to recruit minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses as “Go To” partners for both SHI internal services and Client Services requests. The success of this program is coupled with an executed Partner Teaming Agreement with several minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses, and we actively mentor several seeking to promote them not only internally, but also to other SHI customers. To date, these businesses have gained entrance to several of SHI customers as a direct result of SHI’s referral. Our diversity team engages our Director of Partner Network to attend supplier diversity events with the sole purpose to recruit additional “Go To” minority-owned businesses.

### **Tier II Program**

The growth, development, and mentorship of minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses is a commitment SHI regards as crucial to our major clients’ continued success. Capturing and retaining the loyalty of our clients who value diversity spend is an integral part of our professional services strategy and one which has mutual benefit. As a Large M/WBE, we continue to grow an effective Tier II program by accessing our Services Partner database using qualified certified minority, women, veteran and disabled/small disadvantaged/HUB Zone owned businesses where it complements our major clients overall supplier diversity program today.

SHI plays a key role as a Primary vendor or Tier I supplier to a vast number of our major business segment clients. Not only do we provide Tier I quarterly reports to 150+ clients, by customer request, we also provide Tier 2 reporting where the totals reflect a direct link to our customer procuring professional services through subcontract arrangement that is directly tied to the performed service for the client.

SHI understands there is value along with a continued commitment on your organization’s part to help increase your Tier 2 spend with minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses. In support of this commitment, SHI International is in partnership with these diversity businesses as our sub-service providers to furnish your company when they meet your quality, service, and price standards.

SHI International Corp continues to remain committed to growing its program and providing mentoring and support to fellow minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses.

*5. Describe how your firm proposes to distribute the products/services nationwide.*

**SHI Response:**

SHI is proud of our tremendous network of distributors and partners. We maintain relationships with our large IT Distributors (Ingram Micro, Tech Data, and Synnex), as well as smaller, local distributors, and the manufacturers directly. With each transaction, we source from the supplier with inventory in the closest proximity to the customer, and drop ship directly to their door. Most products are delivered within 3-5 business days via UPS Ground.

Our extensive network allows reduced time to market for National IPA members and prospective members. In addition, we have our own integration center located in New Jersey that can provide warehousing and complete configuration capabilities when such a solution best meets your needs. Of course, we always take the opportunity to find cost savings for our customers – and National IPA is no different. In addition to leveraging our partner relationships for savings at the vision and design phases of an IT project, when quoting and sourcing product, our sales teams also request information from all of our distributors’ stock to obtain the best price for the National IPA member. In addition, we have sourcing specialists on our procurement team who monitor purchase orders with the partner and distributor community to ensure that no savings opportunities have been missed. In many instances, our sourcing specialists have the ability to aggregate purchases for a specific partner or product across multiple transactions or even multiple customers to realize a lower overall cost.

While SHI does maintain a warehouse/integration center in Somerset, New Jersey, it is our relationships with our major distributors that allow us to provide for efficient product delivery across the United States. This model reduces the overhead costs of maintaining our own additional warehouses. Our distribution model is important to SHI’s own internal cost structure and allows us to offer our customers a very aggressive pricing model. Our major distribution centers are located in:

- Atlanta, GA
- Chicago, IL
- Dallas, TX
- Fontana, CA
- Fort Worth, TX
- Jonestown, PA
- Swedesboro, NJ
- Los Angeles, CA
- Memphis, TN
- Miami, FL
- Ontario, CA
- South Bend, IN
- Suwanee, GA

*6. Identify all subcontractors that will be involved in processing agency orders under this contract and describe their distribution/delivery processes.*

**SHI Response:**

SHI is not using any subcontractors as part of this contract; however if SHI needs assistance with distribution/delivery processes, SHI has an Elite Partner Network that we call upon for service delivery on occasion. We consider this partner network our “burst” partners for those times when we do not have the SHI FTE to deliver on a project.

SHI has each potential partner fill out an extensive qualification checklist. This list is used to vet the types of services offered, certifications held, overall experience, and where they are able to do business. One of our top priorities is confirming that our partners' resources are certified for the work we are subcontracting them to perform. Please note that our practice managers/SAs/Program Managers will be asking for proof of certification as needed.

We will inform National IPA in advance of any subcontractor that we intend to use.

7. *Provide the number, size and location of your firm's distribution facilities, warehouses, and retail network as applicable. Provide information on the productivity of your facilities and systems as follows:*

- a. *How many orders are processed daily on an average*
- b. *How many devices does your facility configure daily on an average*
- c. *What is the highest number of orders processed in a single day*
- d. *What is the highest number of devices configured in a single day from the facilities described*

**SHI Response:**

As described above, SHI utilizes a network of distributors and partners. SHI's internal procurement team processes an average of 6000 orders per day.

SHI Integration Center, Piscataway, NJ

- 400 orders for configuration, per day.
- 1800 units per day
- 3000+ is the highest number of orders processed in a single day
- Depending on the configuration and device types considered, we have processed orders for over 3000 in a day, and configured over 40,000 units in a month.

On average, our top three distributors process 21,000 orders per day with a max of 36,000 in a day at peak time

8. *State any return and restocking policy, and any fees, if applicable associated with returns.*

**SHI Response:**

SHI's return policy is customer-centered – we will accept any request to return any unopened box up to 30 days after receipt, unless the manufacturer specifically has a no returns policy and we have noted this on the quote. In order to request a return, a customer first contacts the City of Mesa's dedicated sales team, via email, phone, or through the "Request Return Authorization Number" section on the City of Mesa/SHI.com website. Your Inside Account Manager then generates a return authorization (RMA) number and provides that to you with a shipping label or account number. Finally, the City of Mesa customer writes the RMA number on their return box, ships it to SHI, and we process the return. In some cases, to expedite a return, SHI will arrange to have the return-product picked up directly.

Once SHI receives the return, we will credit City of Mesa's invoice. If you request a replacement order, we work with you to expedite a replacement even before we receive the return.

Occasionally, Software Publishers may require a customer to fill out a letter of destruction. In these cases, SHI provides the form to the City of Mesa customer, who signs and returns the form. To help

simplify and expedite the process, SHI takes care of the rest – processing the Letter of destruction with the Software Publisher.

Rarely, a customer might receive an incorrect or damaged product; if this occurs, SHI accepts return of that product within 30 days, with no restocking fees, regardless of the package being opened.

At any point, if customers encounter issues with their products, the SHI Account Team is accessible and eager to help!

*9. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?*

**SHI Response:**

SHI is able to accommodate sending either hard copy invoices, electronic invoices, or both. Upon award, we will work with the National IPA members to understand preferences and set up the account accordingly. We can accommodate changes to preferences at any time. An invoice will be sent only after the products have been delivered and accepted by the member. Should we get an award, we would like to sit down with the National IPA and each member to review any additional requirements and provide our recommendations based on best practices with other customers.

*10. Describe your delivery commitment:*

- a. What is your fill rate guarantee?*
- b. What are your delivery days?*
- c. Do you offer next day delivery?*
- d. How do you facilitate emergency orders?*
- e. Are shipping charges exempt for ALL who use this contract?*
- f. Describe how problems (such as a customer ordering a wrong product or a customer receiving a defective product; etc.) are resolved.*

**SHI Response:**

SHI relies on our extensive distribution network for the large majority of our shipments. On average, across our largest distributors, our fill rate is between 93%-100%. In most cases, where we are not filling orders on time, it is due to constrained items. In these cases, we notify the customer immediately and either source from a different distributor at the same cost to customer, continue to wait, or cancel the order based on what the customer wishes to do.

Most products are delivered within 2-5 days of being ordered. At the time of quoting and again at order placement, the SHI sales team will inform the end-user of the exact delivery timeframe expected. Should this change, we will notify the customer immediately upon learning of any changes. We will communicate with the customer however they prefer but typically, communications of this type are done via email. Updates will be provided at least every 24 hours, or on an agreed upon time frame, until the product is delivered.

When there is a delay, SHI will provide any alternatives available. Alternatives may include a different distribution source, comparable products, cancelling the order, or potentially discounting to account for the delay.

Shipments are made Monday through Friday. Next day and Saturday delivery are available for in-stock items but are subject to a shipping fee and will require that the order be received before the cut off time

(dependent on time zone). SHI will handle shipping in the same way for any and all National IPA member, regardless of size and location. Standard shipping will be covered but special delivery requirements or expedited shipping may be subject to an additional charge.

If there is ever an issue with delivery, such as the wrong or defective products, the customer simply needs to request a return by reaching out to the Inside Account Manager or by navigating to the “Request Return Authorization Number” section of the custom IPA website.

*Describe the types of customer service available to agencies that use this contract:*

- a. Is online support available?*
- b. Is phone support available?*
- c. Can agencies request a dedicated service representative and/or a dedicated service team? If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?*
- d. How are problems resolved?*
- e. What are the location and hours of your call centers?*
- f. What response time is guaranteed when a customer service request is made?*
- g. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings?*
- h. Describe in detail your company’s ability to hold/warehouse customers’ orders and if there are any cost associated.*

#### **SHI Response:**

SHI provides a comprehensive customer support plan to ensure we are meeting each customer’s needs. Customers are supported by a dedicated Account Executive and a dedicated Inside Sales Team. Field territories are structured vertically and geographically. We have over 120 Account Executives (AEs) who live and work in their territories. Their emphasis is on ace-to-face connections with their customers as frequently as possible. We are in the process of expanding our field Account Executive team to ensure that each AE is focused on 25 accounts or less and in one specific vertical. This will enable us to continue to cater to the individualized needs of our customers.

The field based Account Executives are responsible for meeting with their customers in person as often as possible and for the overall relationship between the customer and SHI. In addition, they can bring in resources as needed, be it SHI’s own Field Solution Engineers or other subject matter experts or OEM specific resources.

SHI’s Account Executives are empowered to make decisions around the support of their customers, and they have the autonomy to resolve issues as they arise. Because our Account Executives are responsible for ensuring customer satisfaction, SHI is able to provide high quality customer service and ensure efficient and effective response to questions and issues. In addition, the SHI Regional Directors are engaged with the account teams to provide executive-level support and to meet with customers as needed.

Each Account Executive is supported by a team of Inside Account Mangers (IAMs). This group totals over 150 professionals and is located in our global headquarters in Somerset, NJ. This team is also aligned to



match specific regions so that everyone who is working with you will have sensitive knowledge of National IPA member's regional environment and the nuances associated there.

SHI's Inside Account Managers maintain direct relationships with the customers and have the responsibility of ensuring customer satisfaction. Functional areas such as pricing, availability, order entry, tracking, returns, product information, and expediting of orders are an integral part of their daily activities. They execute the plan established by the Account Executive for a customer. The IAMs all have experience working exclusively with Public Sector accounts and they are regionally assigned support for the customers.

The sales teams can be reached on line via the National IPA custom website or via email/phone.

Upon award, each National IPA member will be provided with information about the account team that is dedicated to support them. Following a support plan for City of Mesa. A similar plan will be put together to IPA members.



## City of Mesa Support Information

*City of Mesa Account Executive – Amelia Jakubczyk is the Field Sales Executive responsible for the overall relationship with the City of Mesa. Amelia will be the main point of contact for regular onsite visits, Quarterly Business Reviews, RFP's & Contracts. Amelia's contact information is below:*

[Amelia\\_Jakubczyk@shi.com](mailto:Amelia_Jakubczyk@shi.com)

Office: (303) 723-5256; Mobile: (303) 882-8012

*Inside Sales Team – The Inside Sales Team is responsible for all daily quotes, orders & customer service requests. Their main goal is to provide customers with World Class Support. The City of Mesa is supported by the following team:*

- Rob DiGiovanni – Inside Account Manager
- EJ Williams – Inside Account Manager
- Jason Mitchell – Inside Account Manager
- Corrin Bennett – Inside Sales Team Manager

Email: [Team.Arizona@shi.com](mailto:Team.Arizona@shi.com)

Toll Free Number: (888) 711-2613

### Service Level Agreements (SLA's)

- Email & Phone requests – Acknowledge with response within 2-4 hours
- Orders – Process orders within 24 hours of receipt
  - Exceptions may apply when additional information is required
- Pending request – Daily updates (every 24 hours)

### Tracking and Reliability

SHI is committed to providing World Class Support through reliable tracking and delivery of purchased technology.

- Customers can track their orders on [www.publicsector.shidirect.com](http://www.publicsector.shidirect.com) when supplying two pieces of information unique to their orders, such as their internal PO number and their email address
  - Once online, go to → My Account → Orders and Quotes → Order Status
  - Register your email and choose a password and gain access to your purchased orders
- Customers can also email their Inside Sales Team at [Team.Arizona@shi.com](mailto:Team.Arizona@shi.com) or call (888) 711-2613 for updates
- SHI supports customers across the country with business hours from 8am-8pm EST. with easy access to managers for a additional escalation and support

### Submitting Requests & Path of Escalation

- New Requests:
  - Email [Team.Arizona@shi.com](mailto:Team.Arizona@shi.com) or call (888) 711-2613
- Follow up on pending items within 24 hours of initial request:
  - Email [Team.Arizona@shi.com](mailto:Team.Arizona@shi.com) AND [Corrin\\_Bennett@shi.com](mailto:Corrin_Bennett@shi.com) Team Mgr.
- Customer satisfaction issues:
  - Email [Corrin\\_Bennett@shi.com](mailto:Corrin_Bennett@shi.com) AND [Alison\\_Turner@shi.com](mailto:Alison_Turner@shi.com)

### SHI Management Team

- [Corrin\\_Bennett@shi.com](mailto:Corrin_Bennett@shi.com) – Inside Sales Manager – West Region (732) 652-0335
- [Alison\\_Turner@shi.com](mailto:Alison_Turner@shi.com) – Director of Public Sector West Region (425) 974-5997
- [Robert\\_Petrucci@shi.com](mailto:Robert_Petrucci@shi.com) – Sr. Inside Sales Manager – Public Sector (732) 868-6072
- [Yara\\_Ismail@shi.com](mailto:Yara_Ismail@shi.com) – Director of Inside Sales – Public Sector (732) 537-7240

SHI realizes the need for timely information in order to keep projects moving forward. The first step will be clearly defining SLAs that meet the needs of National IPA members. As requested, SHI has outlined the following SLAs. If awarded, the SLAs will be reviewed and mutually agreeable standards established.



- Email & Phone requests – Acknowledge with response within 2-4 hours
- Orders – Process orders within 24 hours of receipt
  - *Exceptions may apply when additional information is required*
- Pending request – Daily updates (every 24 hours)

SHI provides support to our customers between the hours of 8:00AM – 7:00PM in every time zone. We are only completely closed on New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Support is available every other business day of the year. In addition, your custom web catalog is available 24 hours per day, 7 days per week.

Problems are typically escalated to management for immediate review and action. Customers are provided with a Path of Escalation, to ensure they can engage with management on any pending items or issues which may arise. If customers are unable to locate their Path of Escalation, they can click on the link at the bottom of all IAM email correspondences, which reads “***How was my service? Contact – [Senior\\_Management@shi.com](mailto:Senior_Management@shi.com)***”. This will also escalate all issues directly to Senior Management for immediate action.

Once an issue has been escalated, management will set up a call to help get all affected parties on the same page, and follow up with regular updates until resolution.

We are including a sample escalation path for City of Mesa. Each IPA member would receive an escalation path that includes their specific team information.

<b>Escalation Point</b>	<b>Responsibilities</b>	<b>Response Time</b>
Inside Account Managers Rob DiGiovanni, EJ Williams, Jason Mitchell	Day-to-Day customer service questions, such as order placement, order tracking, quotations, return authorizations, licensing questions, etc.	Within 4 business hours, with at least status on resolution, if not with the final resolution.
Account Executive Amelia Jakubczyk	Overall management of the relationship between SHI and the customer. Has the authority to take into consideration special circumstances to make exceptions to SHI's general policies.	Within 4 business hours, with at least status on resolution, if not with the final resolution.
Inside Sales Manager Corrin Bennett	Responsible for the management of the daily activities of the Inside Account Managers.	Within 4 business hours, with at least status on resolution, if not with the final resolution.
Director Inside Sales Manager Yara Ismail	Management of the Inside Account Managers. Escalation point for any over-all quality concerns at SHI.	Within 8 business hours with either status or resolution.
Regional Director, Public Sector Sales Alison Turner	Management of the Account Executives. Has the authority to approve contract terms and conditions and to make exceptions as deemed appropriate.	Within 8 business hours with either status or resolution.
Senior Director of Public Sector Sales Denise Verdicchio	Executive authority to approve terms and resolve issues.	Within 8 business hours with either status or resolution.

SHI believes in regular and transparent communication with our customers. Our Account Executives meet with the City of Mesa and individual contract users to review their business with SHI. During these review meetings, we discuss purchase history, as well as the customer's future plans. With open discussions, SHI can provide tremendous value in supporting future initiatives and will engage the support teams as needed to meet the customer's goals and objectives.

As part of our customer care, we encourage and actively solicit customer feedback. Our Director of Quality, Bernadette Hunsicker, collects customer comments and concerns to ensure they are addressed and resolved as quickly as possible. SHI sends an annual customer satisfaction survey to request feedback on our performance and the services we provide. By soliciting feedback, we remain in touch with our customers' needs.

We have a World Class Support Incentive Program for IAMs who receive positive feedback from customers and partners. IAMs who receive three compliments will receive \$150 to their net pay with unlimited payout potential. Compliments can be sent through the [Senior\\_Management@shi.com](mailto:Senior_Management@shi.com) email or in any form directed at complimenting the IAMs service and support.



SHI can hold inventory of products in our warehouse, at no additional charge to the customer, for thirty days. After the initial thirty days, SHI may charge a small inventory fee. We may also require the customer to sign a purchase guarantee. All of these factors would be discussed up front with the customer before a purchase is made.

*11. Describe how your company will assist customers in navigating OEM warranty process.*

**SHI Response:**

SHI will pass on any included Manufacturer warranties at the time of purchase. In addition, we will educate the end-user on any and all available extended warranty, maintenance, and service programs at the time of quote. Should the customer have the need to use the warranty SHI can facilitate the interaction between the customer and the OEM. We will gladly provide any contact information, process information, or assist in escalating with the OEM when necessary.

SHI can offer 3<sup>rd</sup> party, non-manufacturer warranties that will allow our customers to extend the life of mission critical devices with world-class service and support.

*12. Describe how your firm will notify customers of new products.*

**SHI Response:**

In addition to aggressive pricing, will provide National IPA members with product and technology expertise to help ensure that you stay up to date on the latest technology changes, product roadmaps, product transitions, and current manufacturer programs. As a successfully functioning partnership is based on communication, SHI proposes scheduling regular review meetings with each customer. The purpose of these meetings will be to discuss all aspects of the partnership including but not limited to the following:

- Product Roadmaps
- Forecasting of Product Requirements
- Future Product and Services
- Industry trends and updates

SHI Account Executives are supported by our Hardware and Advanced Solutions and Software Licensing teams which consists of vendor-dedicated subject matter experts. This team not only ensures that we are delivering the most up to date product and technology information in a timely manner but also that we are providing access to the best pricing, programs, and levels available to National IPA members.

For example, a current trend in education is creating learning spaces that support creativity, collaboration, innovation, and critical thinking. Based on this trend, we provide ongoing facilitation to our sales teams around the latest technology specific to education. Our Account Executives then bring this information to their clients and help engage them in a conversation about how they can make use of this technology in their environment. We bring internal or partner-based resources to their doorstep to talk over product roadmaps and transitions and how these may impact future plans.

We publish content frequently. Our widely read blog (blog.shi.com) features articles about Public Sector focused technology, software publisher licensing programs, and more. Links to some recent blogs are included below:

<https://blog.shi.com/solutions/3-educational-technology-resources-help-new-teacher/>

<https://blog.shi.com/software/what-education-customers-must-know-about-adobes-licensing-changes/>

<https://blog.shi.com/software/microsoft-extends-office-365-proplus-education-benefits/>

<https://blog.shi.com/hardware/classroom-upgrades-high-tech-teachers/>

We have worked in conjunction with the Center for Digital Government and the Center for Digital Education to publish relevant articles such as a Guide to Choosing Digital Content and Curriculum, as well as sponsoring other quality content like the Top 10 Higher Ed IT issues of 2017.

<http://www.centerdigitaled.com/paper/Guide-to-Choosing-Digital-Content-and-Curriculum-41458.html>

<http://www.centerdigitaled.com/higher-ed/Top-10-Higher-Ed-IT-Issues-of-2017.html>

SHI can and will add relevant content to the website on a regular basis. This may include product announcements, product end-of-life information, support information, or promotions, webinar or special event invitations, and other industry news that will be of interest to the IPA/City of Mesa. SHI will notify IPA of any information before it gets posted.

Please see screen capture below for a sample of our News and Announcements page.

The screenshot shows the SHI website interface. At the top, there is a search bar with the SHI logo on the left and navigation links on the right: "(0) \$0.00", "Commercial", "Contact Us", and "meghan flisakowski". Below this is a blue header bar with "Missouri Govt" on the right. A sidebar menu on the left lists: "About SHI", "About SHI", "Awards and Accolades", "Contact Us", "Green IT", "Locations", "News and Announcements", "Leadership", "Events", and "Careers". The main content area is titled "News and Announcements" and "Contract Information". Under "Contract Information", there is a logo for "COOPERATIVE TIPS/TAPS PURCHASING SYSTEMS" and the text "TIPS/TAPS Purchasing Cooperative" and "Missouri State and Local Government Contracts". Under "News", there is a "Welcome to our new Checkout system!" announcement, followed by "SHI Partners with SciQuest Edge to Offer an Enhanced Procurement Program" and "SHI International Corp. is now a participating supplier in the new SciQuest Edge purchasing solution, a program offering instant, pre-negotiated savings." Below that is a "Preview of new My Home page" announcement stating "The MyHome page in the site will be updated soon."

In addition, SHI currently provides seminars and workshops to our public sector customers across the country. We will be pleased to do the same for National IPA and their members. In all cases, we will work with you to determine the right topics, venue, timing, and participants. Some examples include:

**Manufacturer Table Show** – held annually, SHI will bring in manufacturers that currently do business with the State as well as emerging partners for a day of education and demonstration.

**Technology Roundtables** – this event brings together Public Sector IT Professionals and leading manufacturers to discuss current and future technology and how it can be used to solve problems or innovate solutions for the future.

**Webinars** – SHI frequently holds webinars for our customers. Topics range from Software Volume licensing (Microsoft EA, VMWare ELA), specific product features, and more broad solution areas.

**Workshops** – typically done in a half day, a workshop is meant to educate customers on all the aspects of a particular solution. One recent example is SHI's Video Surveillance Workshop, held in 13 cities across the country, in which we discussed challenges, technology, policy, and future considerations.

**Summits** - SHI holds technology summits at our corporate headquarters in Somerset, NJ. Current summits include mobility and software asset management (held bi-annually). National is welcome to attend these at no additional charge.

**Custom Events** - SHI will help IPA and City of Mesa coordinate any event that they believe will be beneficial to the participating entities.

*13. Describe how your company will assist and support customers when their standardized is reaching EOL (end of life).*

**SHI Response:**

We understand that a standard reaching end of life requires careful planning to avoid disruption. Our customers receive end of life information early via regular and transparent communication. Once a standard is identified as reaching end of life, we will meet with the customer to discuss options. These may include extending warranty through a third party and continuing to use the product, conducting a buy out and using those funds towards procuring new product, or transitioning/migrating to a new solution. We will engage the customer in a strategic planning session to offer all options and help determine the best course of action.

At times, having a product reach end of life presents a unique opportunity to save money. Your Account Team will monitor the lifecycles of your standard hardware. When a product is coming to End of Life, SHI can often purchase the products at substantially lower pricing. Your Account Team will bring these opportunities to the attention of the National IPA customer in order to determine the timing of the specials versus the timing in which the customer is looking to purchase the products. SHI can hold inventory for these products in our warehouse, at no additional charge to the customer, for thirty days. After the initial thirty days, SHI may charge a small inventory fee. We may also require the customer to sign a purchase guarantee. All of these factors would be discussed up front with the customer to help them make the determination whether an end of life buy-in is an appropriate cost saving measure.

14. *Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support available, the location of technical support, and the hours of technical support. Is it the intent to use employees of your company or will this be an outsourced function?*

**SHI Response:**

Technical support is not handled in the same manner as customer service. Typically, technical support is handled directly by the OEM/Publisher. In these cases, SHI can assist in getting the customer connected to the right person at the OEM/Publisher.

SHI does offer technical support/helpdesk services for an additional fee.

Customers don't always have, on staff, the expertise needed for the spike in the number of calls to their Help Desk when deploying new technologies or upgrading versions of existing technologies. For many, having the option to funnel that increase in calls to a turn-key solution provided by a third party is much more attractive than increasing internal head-count.

In addition, outsourcing this service can increase overall productivity. Having a resource that can not only answer problems but can also provide end users with user-based tips and tricks can decrease employee downtime.

SHI Technical Support provides your customers Tier 1 Help Desk support for inquiries related to technology deployment, everyday usage and upgrades covering multiple manufacturers. In addition to everyday applications such as Office or Acrobat, this support can be expanded to cover a customer's custom applications. If needed, SHI Technical Support has the ability to provide higher technical and engineer level support for those same technologies.

SHI offers:

- Phone support with a live technician or engineer
- Options for 8x5 or 24x7 support coverage
- Knowledge support for all software publishers as defined in the supported products list
- Optional components that include training modules, knowledge-based websites, engineering time and health checks.

*Describe what other services you offer that would be applicable to this contract (e.g., cloud, services, maintenance, implementation, design, analysis, training, repair, etc.)*

**SHI Response:**

**Customer Innovation Center**

The SHI Customer Innovation Center is an 8,000 square-foot secure data center that lets your team evaluate and compare how hardware, software and cloud technologies from various OEMs and providers will perform in your environment.

Compare state-of-the-art equipment from SHI's partners - or ship us your own - to design architecture and test proof-of-concepts while collaborating with your own staff or IT industry experts.

SHI has worked with some of our top partners to help make our vision of an independent, multi-vendor environment with technologies from leading manufacturers a reality. Manufacturers' products that are



part of the SHI CIC today include: HP, Dell, EMC, Cisco, NetApp, Veritas, APC, Tripp Lite, Eaton, Pure, Tintri, Nutanix, Lenovo, VMware, Microsoft, Brocade, qLogic, Emulex.

Customers can participate in:

- Demonstrations – evaluate product features and functions in a real working environment
- Bake-offs – compare products under workloads
- Proofs-of-concept – Test next generation equipment without disrupting your datacenter
- Hands-on training – get a deep dive walkthrough from our solution architects.

The CIC is staffed with trained team members who are knowledgeable on the products and the solutions. As technology advances and changes, the SHI CIC will follow ensuring that we have the products and demonstrations that our customers want to see.

When IPA/City of Mesa is ready to evaluate solutions and products, whether it is Virtualization, Cloud Integration, or the latest EUC products, your dedicated account team will work with you to schedule time and develop a plan with the CIC so you can see the best options in the industry, and choose the right solutions based on observation, not speculation.

In addition, we coordinate Executive Briefing opportunities for customers as desired. In these cases, we partner with the manufacturers of interest and hold the briefing at their location. For instance, we have hosted customers at the Lenovo’s Briefing Center in Raleigh, North Carolina, Microsoft’s Briefing Center in Seattle, Washington, and Dell’s Briefing Center in Austin, Texas.

## Cloud Solutions

Organizations are moving the cloud faster than ever. Identifying workloads, improving cloud service levels and optimizing cloud performance are all challenges, and SHI has created a variety of services to assist with this transition.

DESIGN AND ARCHITECT CLOUD SOLUTIONS	
<b>PROOF OF CONCEPTS</b> <b>Test, Demo and Evaluate Cloud Platforms or Apps in Alignment with your Business Objectives</b> <ul style="list-style-type: none"><li>• Microsoft Azure Proof of Concepts</li><li>• AWS Proof of Concepts</li><li>• Office 365 Proof of Concepts</li><li>• Google Demo and Testing Environment</li></ul>	<b>CLOUD READINESS ASSESSMENTS</b> <b>Identify &amp; Allocate Cloud Workloads, Aligned to your Business Objectives</b> <ul style="list-style-type: none"><li>• Cloud Readiness Assessments</li><li>• Vendor Specific Planning Assessments</li></ul>

CLOUD COST & PERFORMANCE OPTIMIZATION	
<p><b>CLOUD OPTIMIZATION SERVICES</b></p> <p><b>Insight Into Cost and Usage Trends for Optimal Cost Savings</b></p> <ul style="list-style-type: none"> <li>• Cost Management Services for AWS</li> <li>• Cost Analysis for AWS</li> </ul>	<p><b>INFRASTRUCTURE MANAGEMENT SERVICES</b></p> <p><b>Architectural and Real-Time Operational Support</b></p> <ul style="list-style-type: none"> <li>• Cloud Migration Services</li> <li>• AWS Infrastructure Management</li> <li>• Identity &amp; Security Management</li> <li>• AWS Managed Services</li> </ul>
<p><b>WORKSHOPS</b></p> <p><b>Accelerate End User Adoption and IT Staff Efficiency</b></p> <ul style="list-style-type: none"> <li>• Azure and Office 365 Discovery Workshops</li> <li>• Customer Immersion Experience for End Users</li> </ul>	<p><b>HEALTH CHECKS</b></p> <p><b>Ensure Your Cloud Platform Delivers Value</b></p> <ul style="list-style-type: none"> <li>• Performance Rightsizing Analysis</li> <li>• Technical Business Reviews</li> </ul>
<p><b>CLOUD LICENSING SUPPORT</b></p> <p><b>Understand BYOL to Maintain Compliance and Reduce Risk</b></p> <ul style="list-style-type: none"> <li>• AWS Asset Tracking &amp; Auditing</li> <li>• 3rd Party License Guidance</li> </ul>	<p><b>HELPDESK &amp; TRAINING</b></p> <p><b>Training &amp; Support for End Users and IT Staff</b></p> <ul style="list-style-type: none"> <li>• Azure - Technical Readiness Training</li> <li>• Azure - Instructor Led Training</li> <li>• AWS - Tier 1 and 2 Technical Support and Guidance</li> </ul>

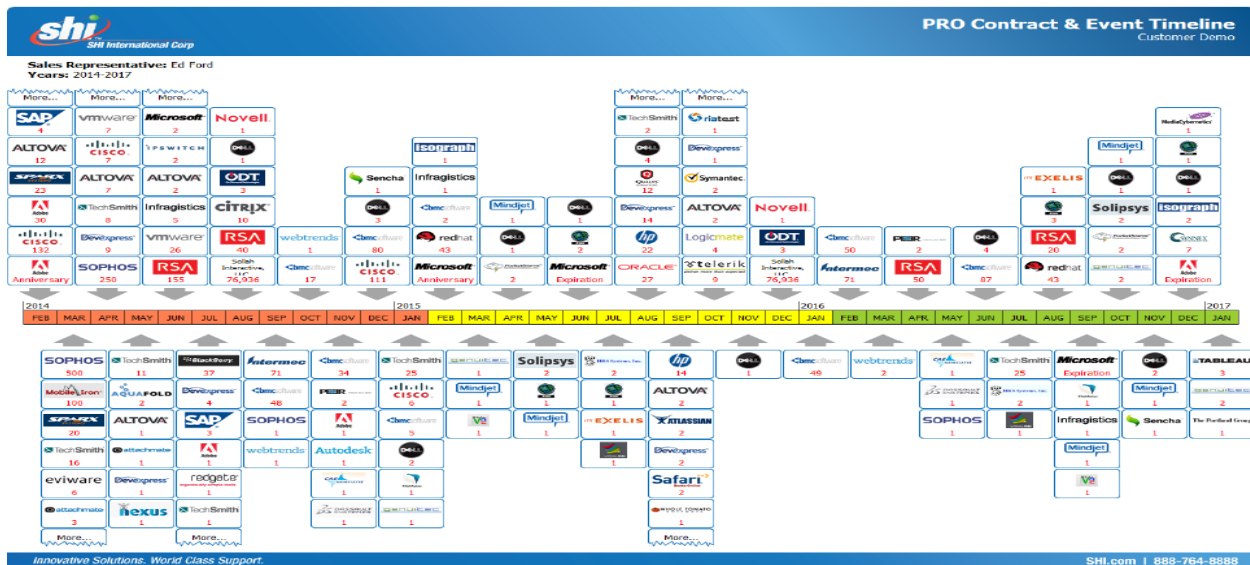
## Software Maintenance Administration/Renewal Management Services

SHI has built a tool in response to our customers’ needs around expiring warranties, support agreements, and product maintenance programs. The Renewal Organizer, available as a value add to SHI customers only, and at no additional cost, compiles your technology renewals in a centralized, rolling **36-month** timeline for simplified budgeting and renewal management. The tool is delivered via an interactive on-line portal, with 24/7/365 availability. Each renewal box will contain information relevant to that renewal such as:

- Contract start date
- Contract end date
- Contract Number
- Customer PO.

Through this tool we are able to offer National IPA/City of Mesa proactive management of maintenance, warranty, and support plans will save both time and money. All products purchased through SHI with an expiration date of any kind will automatically be loaded into the Commonwealth’s renewal organizer. Quotes will automatically be sent to the Commonwealth 90 days before the expiration of the service. IPA’s and City of Mesa’s account team will then actively work with the end user to go over options. Regular follow up will continue until the PO is placed or the end user indicates that they are no longer interested in renewing the maintenance or support agreement.

Following is an example of what a customer can expect to see using the PRO Timeline:



In order to be able to provide this level of detail for our customers, SHI collects the maintenance expiration date in our order entry system each time a customer purchases product maintenance. Through our Renewal Organizer, SHI provides visibility and clarity around renewals to each agency, thus complementing the workflow of their own software and hardware renewal lifecycle efforts. These efficiencies support our customers' existing operating processes, and in some instances SHI's Renewal Organizer service even replaces or fills a void in our customers' existing workflows, freeing up our customers' time for other activities. If City of Mesa takes advantage of our PRO timeline it will receive the following benefits:

- Improved management of technology and renewals, as SHI provides proactive notification of maintenance renewal periods for all relevant technologies in your environment
- Improved budgeting and ordering efficiencies
- More support (road maps, licenses options, potential for volume purchasing)
- Reduce overall maintenance spend by avoiding unnecessary costs associated with selecting a less-than-ideal buying program or pattern (e.g., contractual vs. transactional buying programs, individual purchases vs. leveraging cumulative spend, etc.)
- Reduce overhead (makes it much easier to manage multiple suppliers)
- Simple setup, SHI guides customers through the onboarding and acquisition stage
- No cost and no risk to initiate the service
- Assistance with negotiating with the manufacturers to co-term maintenance or warranty contracts, when permitted by the manufacturers' programs

15. Describe options for leasing and financing and the various payment methods accepted.

**SHI Response:**

SHI offers flexible leasing plans for hardware and finance plans for software to ease upfront costs and increase IT flexibility. More and more customers are moving away from owning IT and moving into the business of IT. SHI financing can help them seamlessly make this shift. SHI has an internal leasing and financing group which allows us to be extremely flexible in terms of payment options and paperwork.

We can accommodate almost any payment method/schedule and will work with the customer to construct a plan that best suits their needs.

## TAB 3 - PRICING FORMS.

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*The cost portion of the Response should include the following criteria:*

- 1. Provide price proposal as requested on the Pricing Document (Attachment A – “National” TAB) attached herein. In addition to indicating your proposed discounts on the Price Page, you must also apply those discounts to the sample items listed in the City’s Market Basket listed in Attachment A.*
- 2. Propose and provide details of additional discounts or rebates for volume orders, special manufacturers’ offers, free goods program, total annual spend, etc.*

### **SHI Response:**

SHI has included the necessary pricing forms as a separate document to our response.

All discounts articulated here represent the minimum discounts off SHI Advertised List Price; actual discounts may be significantly higher.

The comprehensive SHI offering for National IPA consists of all hardware, software, and services available to our customers in the public sector marketplace. The discount structure offered to National IPA is based on our Advertised Price List which can be located on [www.shi.com](http://www.shi.com). In many cases, SHI Advertised List Price already reflects a substantial discount off of Manufacturer Published List prices. Given the breadth of manufacturers and products that SHI offers, there will be many opportunities for SHI to secure additional discounts for eligible contract users. We work to provide your contract users with the most advantageous pricing available, above and beyond the minimum discounts offered, whenever possible.

SHI prides ourselves on being honest and transparent with our customers especially when it comes to pricing. We base our discount structure on SHI Advertised Price as this is a verifiable source. We do not inflate this Advertised Price for RFPs in order to make our discounts appear larger. *Other vendors may* use MSRP or Publisher List price, which can be unreliable as a pricelist may not exist for every product, a pricelist can change from day to day, and a pricelist can be inconsistent depending on where you source the information from. When *a vendor* manipulates contract language in this manner or uses a loose definition of cost, it results in an increase in profit for them and higher prices for customers.

If awarded, SHI is willing to provide complete transparency over the life of the contract as it relates to our costs and what we charge National IPA customers.

In addition, SHI welcomes the opportunity to discuss our price offering for National IPA in more detail, and we are willing to offer alternate pricing models at your request.

## TAB 4 - QUALIFICATIONS. (ABILITIES, EXPERIENCE AND EXPERTISE).

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*The following information should be included:*

- 1. Provide a brief history and description of your firm. Discuss firm's national presence in the IT solutions industry.*

### **SHI Response:**

SHI has provided an answer to this question in the Attachment D portion of this response.

- 2. Provide the total number and location of sales persons employed by your firm.*

### **SHI Response:**

SHI has provided an answer to this question in the Attachment D portion of this response as it relates to our capabilities to support a National Contract. The City of Mesa has a dedicated account team that includes the following team members:

**Account Executive - Amelia Jakubczyk:** Amelia develops relationships with representatives throughout City of Mesa in support of all the City's IT needs. Amelia will conduct face-to-face meetings to understand the City's needs; will establish a customized service and support plan; and will construct a pricing strategy critical to the City's development. Amelia will respond to inquiries for resolution within 4 business hours; she has worked in this area for over 5 years.

**Regional Director, Public Sector West – Alison Turner:** Alison coordinates the efforts of the Account Team in direct support of the City of Mesa and is the point of contact for any issues that arise and need escalation. With over 20 years in the industry, and with experience working in Education and Government during that time, Alison has the expertise and customer focus necessary to implement an exceptional Information and Technology Solutions and Services contract for the city. Alison will respond to inquiries within 8 business hours.

**Inside Account Managers (IAMs) — Rob DiGiovanni, EJ Williams, and Jason Miller:** SHI's Inside Account Managers maintain direct relationships with the customers and have the responsibility of ensuring customer satisfaction. Functional areas such as pricing, availability, order entry, tracking, returns, product information, and expediting of orders are an integral part of their daily activities. They execute the plan established by the Account Executive for a customer. There are three Inside Account Managers mentioned above who support City of Mesa; they all have experience working exclusively with Public Sector accounts, and specific experience with Maricopa County.

These three Inside Account Managers report to **Corrin Bennett, Inside Sales Manager**. Corrin has been with SHI for eight years, and has been both an Inside Account Manager and a Sales Operations Manager. Customer service is very important to Corrin, and she is always happy to assist the team as needed.

*3. Provide the number and location of support centers (if applicable).*

**SHI Response:**

SHI has provided an answer to this question in the Attachment D portion of this response.

*4. Provide Public sector sales figures for 2014, 2015 and 2016 and the percentage mix of hardware, software, and services*

**SHI Response:**

SHI has provided an answer to this question in the Attachment D portion of this response.

*5. Please submit your FEIN and Dunn & Bradstreet report.*

**SHI Response:**

SHI has provided an answer to this question in the Attachment D portion of this response.

*6. Provide a summarization of your experience in performing work similar to that outlined in this solicitation.*

**SHI Response:**

Founded in 1989, SHI International Corp. is a global provider of technology products and services. Over the past 28 years, SHI has evolved from a \$1 million “software-only” regional reseller into a global, full lifecycle provider of technology, services, and solutions. SHI is ranked 9<sup>th</sup> among CRN's Solution Provider 500 list of North American IT solution providers. With over 3,500 employees worldwide, SHI is the largest Minority and Woman Owned Business Enterprise (MWBE) in the United States.

SHI International Corp. is headquartered in Somerset, New Jersey and has 30+ offices worldwide. As a privately held company, we have remained under the same ownership since 1989, and most Vice Presidents and Managers have been dedicated to SHI for more than 15 years.

SHI has been focusing on the specific needs of our Public Sector customers for over 20 years. Our first state-wide contract was awarded in 1994; since then we have continued to build and focus on the specific needs of public sector customers.

Today our Public Sector business unit consists of over 300 team members who are dedicated specifically to public entities across the country, allowing SHI to build connections and partnerships with each entity and to dive deeply into the infrastructure, procurement, and regulation obstacles that they face. For 2016 SHI reported earnings of \$7.5B, which demonstrates 15% growth over 2015. We are projecting earnings of \$8.2B for 2017 continuing to show substantial YoY growth. SHI has a financially strong and stable business model that has proven itself over time. Providing a compelling value to our entire customer base, SHI is able to offer the most advantageous pricing models of our top 4 competitors, while simultaneously maintaining our profitability with the lowest overhead cost structure in the industry.

SHI has had the pleasure of serving the City's software and product needs since 2011. Our relationship with the City began with the award of the previous WSCA SVAR Contract and has continued since using other cooperative contracts. SHI's value to the City comes from our extensive expertise in understanding complex licensing, determining the best products for the City's needs, customer service and overall ease of use. To date the City has spent \$6.6m with SHI, mostly in software and some miscellaneous products.

We value the relationship with the City of Mesa and look forward to serving the City's needs for years to come.

- 7. Provide a minimum of three references for which your firm has provided the same solution (please include company name, address, contact person, phone number, email address and dates of service). References from other public agencies, particularly municipal governments, are preferred.*

**SHI Response:**

SHI has provided references on Attachment C, which can be found later in this response.

- 8. Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s). Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References should include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference.*

**SHI Response:**

Immediately following are the resumes for the SHI team that is dedicated support for the City of Mesa. If necessary, SHI can provide specific account team information for IPA customers.

SHI is providing the following three references for Amelia. Should additional information be needed or references for other team members be required, SHI will be happy to assist where possible.

**Arizona Department of Administration – State of AZ**

Deputy State Procurement Administrator

Terri Johnson

602-542-9122

[Terri.johnson@azdoa.gov](mailto:Terri.johnson@azdoa.gov)

Amelia worked closely with Terri Johnson as the former Contract Administrator for the WSCA SVAR Contract. Amelia had regular cadence calls/onsite visits with Terri to conduct quarterly reviews, provide industry knowledge and assist with any customer related inquiries/challenges. From Terri, "Amelia – was the original point of contact regarding the SVAR contract for AZ starting in 2011. Through her initiative and the focus of SHI corporate, Amelia was able to assist the state through a seamless transition from one contract set to another. Amelia personally took the time to establish points of contact and customer relationships within the State agencies. SHI corporate was instrumental in hiring additional staff as needed to ensure full coverage for the state and its cooperative members."

**Arizona Department of Transportation**

Steve West, CIO

C: 602-690-4209

[swest@azdot.gov](mailto:swest@azdot.gov)

Amelia has worked with Steve West throughout his tenure within Arizona Government, most recently with the Arizona Department of Transportation. Projects include a large HP hardware refresh,



discovering and managing large license agreements and acting as a trusted advisor in the reseller community.

***State of Nevada, Nevada State Purchasing***

Marti Marsh, Purchasing Officer

775-684-0180

[mmarsh@admin.nv.gov](mailto:mmarsh@admin.nv.gov)

Amelia has worked closely with Marti Marsh of the Nevada State Purchasing Office since 2011. During this time Amelia served as the main point of contact on multiple statewide contracts Marti is responsible for: Former WSCA SVAR, NASPO SVAR, NASPO HP, Lenovo, EMC, NetApp, Cisco, etc.

Immediately following are resumes for the City of Mesa Team. Should additional information be needed, SHI will work to provide where appropriate.

# Denise Verdicchio



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## DESCRIPTION OF WORK & PROFESSIONAL EXPERIENCE

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**Senior Director, Public Sector**

Somerset, NJ

Lead \$1.3B business unit, including team of 6 Regional Directors and 100 Account Executives in all aspects of sales, service, business development, account management, solutions implementation, and issue resolution across North America.

- Collaborate with leadership team to craft and deliver custom IT solutions and services for all aspects of City of Mesa.
- Provide personalized management and information sharing, resulting in creative and innovative environment for SHI team and City of Mesa.
- Develop and implement short- and long-term sales and business plans, as needed.
- Excel to develop, motivate, and team build, ensuring SHI and City of Mesa teams work exceptionally.

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## CREDENTIALS & BACKGROUND

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**SHI**

**Director, East Region SLED**

2013 - 2015

- Lead team of 17 Account Executives in all aspects of sales, service, business development, account management, solutions implementation, and issue resolution for 8-state territory.
- Managed daily operations in SHI's largest region, representing over \$200M in annual revenue.
- Collaborated with customers to procure and implement software and hardware, system configuration, data-center optimization, cloud computing, IT asset management, and other computer solutions.
- Traveled extensively to client sites to provide in-person client support and drive new business opportunities, teaming with IT vendors and strategic partners.

**Account Executive**

2010 to 2017

NJ State and Local Government

- Developed new business, serviced customer needs, and oversaw daily account management for public sector clients in NJ State and Local Government.
- Collaborated daily with customers to provide information, resolve issues, communicate SHI offerings, and secure quotes through customized procurement systems.
- Negotiated deals, supported customer contracts, and delivered sales presentations to deliver comprehensive IT solutions.

**Account Executive**

1998 to 2010

North Carolina Commercial Accounts

- Orchestrated customized, total IT solutions for Duke Energy, SAS Institute, Wake Forest University, and other commercial accounts in region.

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## EDUCATION & CERTIFICATIONS

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**Bachelor of Arts Degree**

Double Major: Psychology and Sociology  
Honors Graduate

Rutgers College

Certified Microsoft Sales Professional

VMWare Sales Specialist

McAfee Certified Sales Professional





**DESCRIPTION OF WORK & PROFESSIONAL EXPERIENCE**

**Director, West Region**

Kirkland, WA

**IPA/City of Mesa Primary Contact**

Manage team of field-based Account Executives for City of Mesa

- Collaborate with team to craft and deliver custom IT solutions and services for all aspects of City of Mesa.
- Help to procure software and hardware.
- Manage IT asset and cloud computing as needed.
- Coordinate resources within SHI and City of Mesa to grow and maintain mutually beneficial customer relationships.

**CREDENTIALS & BACKGROUND**

**Microsoft**

Senior Licensing Sales Specialist

Seattle, WA

2011 - 2013

- Initiated complex software licensing solutions for key Academic customers in the Western U.S.
- Increased account penetration and exceeded sales commitments in excess of \$90 million annually.
- Engaged with senior management, business unit management, product groups, finance and operations to design strategic approaches to accounts.
- Maintained relationships with partners and customers to ensure successful implementation of strategies.

**Dell**

Senior Regional Sales Manager

Seattle, WA

2007 to 2011

- Managed team of sales professionals responsible for software and related solution sales into Major Public Accounts, including state, local, and education customers.
- Recruited, coached, evaluated, and managed staff of up to 15 field account executive.
- Coordinated software proposals.
- Aligned efforts with other Dell departments to secure trust and engagement with state government and education IT initiatives.

**ASAP Software**

Director, State & Local Government and Education

Seattle, WA

2001 to 2007

- Helped state and local government and education customers develop RFPs and acted as Project Manager for major software proposals. Generated over \$100 million annual revenue for State & Local and Education sector.

**EDUCATION & CERTIFICATIONS**

**Master's in Business Administration**

Marketing Concentration/Ranked top 10%

Washington University

1993

**Bachelor of Arts/Marketing Major**

Kansas State University

1991

Microsoft Certified Personnel

2011

SHI Chairman Club

2015

Microsoft Circle of Excellence

2013

Dell Rewards & Recognition Program Silver Award Recipient

2011





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DESCRIPTION OF WORK &  
PROFESSIONAL EXPERIENCE

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**Public Sector Account Executive**

Denver, CO

**IPA/City of Mesa Primary Contact**

Develop partnership with City of Mesa to service needs and oversee daily account management for the City. Engage daily with customers to provide information, resolve issues, communicate SHI offerings, and enable access to secure quotes through customized procurement systems.

- Maintain the NASPO SVAR Contract in Nevada for State & Local Government.
- Successfully manage multiple NASPO and local contracts both in Arizona and Nevada
- Work with internal team to create proposals and quotes.
- Build and maintain customer relationships at all levels within an organization.
- Act as an advisor for customers to determine the best value for their needs.

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CREDENTIALS &  
BACKGROUND

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**SHI International Corp.**

Services Executive, West Region

2009 - 2010

- Conducted road shows and service presentations to all levels of management.
- Participated in a multitude of Vendor Webinars and Seminars.
- Acted as liaison between technical resources and business users.
- Supported Small Medium Businesses as well as Enterprise Sales Account teams by creating and substantially increasing IT services business for existing and new accounts.
- Developed and managed many successful vendor and distributor channel relationships.
- Managed multiple projects from start to finish, including weekly status calls with partners and customers.

**TEKsystems, Inc.**

Westminster, CO

2004 to 2009

Senior Technical Recruiter

- Managed contract employees while on assignment. Assessed and investigated contractor related problems, and administer performance counseling, coaching, and disciplinary measures when necessary.
- Built and maintained long-term relationships with consultants in order to place in future engagements.
- Sponsored and attended Denver/Boulder Java User Groups to network and learn about new industry trends.
- Coordinated consultant events ranging in size of 5-250. Primary contact for summer event, holiday party and consultant appreciation events throughout the year.

*Corporate Trainer*

- Facilitated week long course to train and teach newly hired recruiters how to do their jobs more effectively. Courses include: Company History, Process, Tools and Day to Day operating rhythm.

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EDUCATION & ACTIVITIES

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**Community College of Denver**

Denver, CO

1998

**Affiliations** - Sponsor and member of Denver Java User Group, Boulder Java User Group

**Professional Development** - Shapiro Negotiations Institute - *The Power of Nice*, Train the Trainer, Emily Griffith Real Estate Broker Program (Associate Broker, inactive), Barry Rhein & Associates - *Selling through Curiosity*

VMware VSP (VMware Sales Professional) Certified

2009/2014

McAfee Sales Professional Certified

2010





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**DESCRIPTION OF WORK &  
PROFESSIONAL EXPERIENCE**

**Director of Enterprise Inside Sales/Public Sector**

Somerset, NJ

Collaborate with Senior Management on strategy and focus to increase participation in department initiatives. Promote world-class support to City of Mesa and internal support teams; enhance SHI tools and applications through collaboration with internal development teams.

- Align with Outside Sales team to initiate new relationships within IT industry.
- Drive growth of profitability for SHI and City of Mesa, identifying opportunities for development of internal tools and applications.

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**CREDENTIALS &  
BACKGROUND**

**SHI Public Sector**

**Senior Inside Sales Manager**

2009 - 2017

- Managed SHI Public Sector Inside Sales Division, setting new initiatives for team while maintaining world-class support for customers.
- Maintained support and coverage for customers while managing territories.
- Acted as point of escalation for customers and public sector directors to help resolve issues and support team.
- Collaborated with internal teams to create new tools with added functionality for customers.

**Inside Sales Manager**

2005 to 2009

**GSA Administrator**

- Trained and managed 6 Public Sector Inside Sales Teams, creating healthy work environment and incentive programs.
- Created proposals and modifications to SHI's GSA schedule.
- Passed annual GSA Audits for continued contract renewal.

**Inside Account Manager**

2004 to 2005

**Federal Team**

- Solicit business and create quote proposals for Information Technology products and services; process custom orders and provide consistent updates for status and tracking.

**Ekornes, Inc.**

2001 to 2004

**Customer Service Representative/Lead Trainer**

- Provided clients with exceptional service and support while managing group of accounts; promoted to Lead Trainer for Customer Service Representatives in 2003.

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**EDUCATION &  
CERTIFICATIONS**

**Bachelor of Arts Degree**

**Rutgers College**

2002

**Political Science**



# Corrin Bennett



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## DESCRIPTION OF WORK & PROFESSIONAL EXPERIENCE

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### Inside Sales Manager

Somerset, NJ

- Provide support and guidance to City of Mesa sales team.
- Arrange and schedule necessary training for IAMs.
- Monitor and review employee performance.

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## CREDENTIALS & BACKGROUND

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### SHI SLED

#### Sales Operation Manager

2014 - 2017

- Assisted management with academic and local government initiatives.
- Collaborated with sales team to manage efficient processes.
- Supported implementation of new policies and procedures.

#### Inside Account Manager

2009 to 2014

- Represented SHI as central point of contact for customers.
- Provided outstanding customer service and support.
- Acted as liaison between Account Executives, customers, and SHI internal departments.

#### Inside Account Manager

2004 to 2005

##### Federal Team

- Solicit business and create quote proposals for Information Technology products and services; process custom orders and provide consistent updates for status and tracking.

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## EDUCATION & CERTIFICATIONS

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### Bachelor of Arts Degree Communications

Rutgers College

2008



Ernest Williams  
Robert DiGiovanni  
Jason Mitchell




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**DESCRIPTION OF WORK &  
PROFESSIONAL EXPERIENCE**

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**Inside Account Managers**

Somerset, NJ

Working with our tenured management supervisors, our team builds successful relationships with the City of Mesa team and internal support teams; we work collaboratively to provide immediate customer support for any pending issues or concerns. Manage Microsoft licensing agreements and Adobe licensing agreements, as well as contracts including WSCA, PACE, and E&I.

- Manage and maintain over 100 public sector West Coast accounts successfully, including SLED accounts in AZ, CO, OR, and NV, and other states.
- Help negotiate prices, terms of sales, and service agreements for City of Mesa.

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**COMBINED CREDENTIALS &  
BACKGROUND**

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**Central Moving Systems**

Relocation Services

2013 - 2015

- Provide exceptional quality and standards for corporate and residential moving processes.
- Conducting warehouse packing and unpacking.

**RWJ Health & Wellness Fitness Centers**

Sales Intern, Summer

2012 to 2013

- Supported customer scheduling and other services, providing one-on-one attention.
- Conducted cold calls to increase gym memberships and revenue.

**Professional Proficiencies**

- Microsoft Office - Word, Excel, PowerPoint
- Salesforce
- AX

**Academic Experience**

- Excelled in courses specializing in Leadership and Management skills
- Focused studies in Marketing and Finance, exploring economic trends, sales management, accounting, computer skills development, and professional communication.
- Business Economics Minor

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**COMBINED EDUCATION &  
CERTIFICATIONS**

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**Bachelor of Arts Degree**  
Communication Studies

West Virginia University

2013

**Bachelor of Science Degree**  
Exercise Science and Sports Studies

Rutgers University

2014

**Bachelor of Arts Degrees**  
Economics  
Political Science

Rutgers University

2017

9. Provide information regarding if your organization ever failed to complete any work awarded.

**SHI Response:**



We are proud to report we do not have any failed projects. With each project we strive to do our best, and although we realize perfection is rare, we work closely with our customers to review and discuss how we can improve our processes, products, and services to help ensure our continued evolution and success.

*10. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.*

**SHI Response:**

SHI has not been involved in litigation, bankruptcy, or reorganization.



## TAB 5 – TECHNOLOGY.

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1. *Describe your website and the ease-of-use for customers to perform the following types of tasks:*
  - a. *to search for products*
  - b. *to find alternate products (if a certain product is not available)*
  - c. *to perform side-by-side price comparison of products*
  - d. *to order products*
  - e. *to track order status, to include backordered items*
  - f. *to determine when an item was received and who received it*
  - g. *to restrict/block the ordering of certain line items and to restrict/block the ordering of groups*
  - h. *to create approval paths/levels for orders, to include creating an approval path for restricted items*
  - i. *to create a “favorites” list or subscribed purchases other personalized list of frequently ordered items*
  - j. *to create a “shared” list for an agency to use*
  - k. *to obtain online customer service*
  - l. *to receive online training*
  - m. *to accept credit card payment (and describe the level of data offered; also describe your security measures for credit card orders)*
  - n. *to track their budget for purchases*
  - o. *to generate reports*

### SHI Response:

SHI’s ecommerce site was developed in house. As such, it is one of the most flexible tools in the industry. In addition, we offer approval routing that allows for one user to create and send a quote to another user for approval. Also, quotes that are requested via email, fax, or phone can be published by the Inside Account Managers to the ecommerce site for visibility and future reference.

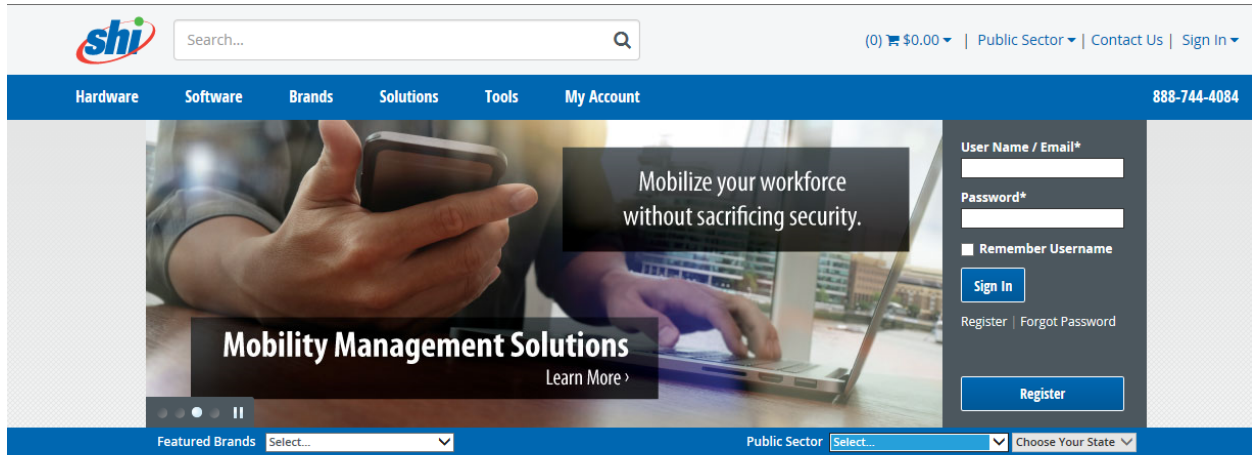
While the master catalog will be available to all participating entities, each individual customer under this contract will also have the opportunity to request their own customized product catalog based upon any customer-specific needs. Custom catalogs are built based on input from the customer’s IT standards groups, via the definition of base systems and permitted options, and licensing programs.

SHI.COM Public Sector catalog (<https://www.publicsector.shidirect.com/>) is a public walk-up site and requires no password. It has been available to the public for over 16 years. SHI hosts a public page for each individual state and vertical. In addition to the public site link, SHI will provide City of Mesa a custom e-commerce site. This personalized, password-protected site is accessible only to authorized users, determined by City of Mesa. The City’s web portal will display only the products and other website requirements that are part of this contract.

SHI’s web-based procurement platform provides the latest in functionality and the best in user-friendly interface. SHI.COM also offers functionality designed specifically for business-to-business. Whether used as a stand-alone procurement system or integrated with your own current procurement systems,

SHI.COM provides the functionality and customized user experience needed to manage IT procurement workflow.

If awarded, SHI’s web administration team will work with the key stakeholders at City of Mesa to integrate with any e-Procurement catalogs whether state-hosted or punchout (roundtrip). This process typically takes about 1 week.



Above is a sample screenshot that shows what the City’s custom e-commerce site might look like. Upon receipt of contract, your site will be configured to fit all of the contract requirements. If the City wishes to view this site please go to <https://www.publicsector.shidirect.com/>, select “Sign in” on the top right hand side of the public site. A drop down box will appear. Click “Register” to be directed to the new user registration page seen below.

A screenshot of the "New User Registration" page. On the left is a sidebar with "Options" and links for "Sign In", "Forgot User Name", and "Forgot Password". The main content area has the heading "New User Registration" and the question "Do you have a Customer Token / Access Key ?" with "Yes" and "No" buttons. Below this is the section "Enter your Customer Token / Access Key" with two input fields: "Customer Token" and "Customer Access Key". A "Next" button is located at the bottom right of the form.

You will select “Yes” when asked if you have a token and access key. Your token is **90949** and your access key is **MU5XB2J3PL**. Once you enter these you will be asked to create a user name and password. Once complete you will be directed to the site. Today the site is in development and as such only shows sample products and pricing. Upon award, we will work with you to create a custom catalog, add appropriate contract numbers, and the additional content desired by the City.

The SHI Ecommerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.COM. SHI can schedule trainings based on the customer’s level

of access to the site. Upon award of contract, your Account Executive will work with the customers to determine the program and schedule that would work best for them.

## Your Catalog

With thousands of manufacturers represented, your product catalog is fully customized to reflect contracted products and pricing available through SHI, as well as special pricing programs for which you are eligible, such as licensing programs or other volume programs. The catalog can be as broad or as narrow as you need to fit your needs.

The screenshot shows the SHI catalog landing page for a user named "US PRO DEMO". The page features a navigation bar with categories: Hardware, Software, Brands, Solutions, Tools, and My Account. A search bar is located at the top left, and a shopping cart icon shows (1) item for \$548.00. The main heading reads "Welcome to the SHI Catalog for 'Your Company'". Below this, there are several product listings with images and prices:

- Targus Zip-Thru Air Traveler Backpack - notebook carryi... \$84.00
- Targus 15.6" Messenger Laptop Case - notebook... \$27.00
- Lenovo ThinkPad X250 20CM - 12.5" - Core i5 S3000 ~... \$1,256.00
- 22IN WS LCD 1680X1050 1000:1 THINKVISION T2254... \$257.00
- Kensington Pro Fit Wireless Media Desktop Set - keyboa... \$52.00
- Dell P2414H - LED monitor - 24" \$267.00

Callouts highlight customization options:

- "We can make this your logo" points to the SHI logo in the top right.
- "We can customize the welcome message" points to the main heading.
- "We can customize your catalog to be as large or as small as you need" points to the product grid.
- "We can put any 6 items on the landing page" points to the product grid.

On the right side, there are sections for "Useful Links" (Order Status, Retrieve Quotes, Reporting, Account Info) and "Finding Products" (Product Search, Category).

After log on, the customer can search by using a variety of criteria:

- Keyword search
- Browse manufacturers
- Browse by product category and type

The screenshot shows the SHI website's search results page. A search bar at the top left contains the word "printer". Below it, a list of search suggestions is shown, including "Dell Color Laser Printer C3760dn - printer - color - laser" and "Lexmark MS810tn - printer - monochrome - laser". A callout bubble points to the search bar with the text: "Type keywords or part numbers into the search box. The site will provide suggestions".

The main content area is titled "Search Results" and shows "Showing 1 - 20 of 2169" results. A "Filter By Keyword" section is visible on the left, with "Search" and "Clear" buttons. Below this, there are sections for "Category" (Hardware, Printers, Scanners, and Supplies, Printers) and "Manufacturer" (ASSA ABLOY (110), Brother (111), Canon (90), Datamax (276), Epson (834)). A callout bubble points to the filter section with the text: "Filter your search results by keyword".

The search results are displayed in a table with columns for "Image", "Product Name", "MSRP", and "Price". A callout bubble points to the product name column with the text: "Refine your search results by manufacturer, MSRP, or product-specific criteria such as diagonal size for monitors or printing speed for printers".

## Commonwealth Standards

The screenshot shows the SHI website's "My Products" page. The page title is "Welcome to the SHI Catalog for 'Your Company'". On the left, there is a "My Products" sidebar with a "Software" folder selected. A callout bubble points to the sidebar with the text: "We can put your company standards under My Products. The folders can be customized to group products together based on your preferences".

The main content area displays a grid of product cards. A callout bubble points to the "Tools" menu item in the top navigation bar with the text: "You can also access this area by clicking Tools > Favorites".

On the right side, there is a "Useful Links" section with links for "Order Status", "Retrieve Quotes", "Reporting", and "Account Info". Below that is a "Finding Products" section with links for "Product Search" and "Category".

The screenshot shows the SHI Corporate Standards web application. The interface includes a top navigation bar with the SHI logo, a search bar, and a shopping cart icon showing a total of \$548.00. Below the navigation bar are tabs for Hardware, Software, Brands, Solutions, Tools, and My Account. A left sidebar contains a hamburger menu icon and a list of categories: My Favorites, Corporate Standards, Hardware/Peripherals, Bundles, and Configurable PCs. The main content area is titled 'Corporate Standards' and features a 'Favorites Help' link. Below this is a section for 'Previously ordered products' with a 'Sort By' dropdown set to 'Most Recently Added'. A table lists two products:

Product	Price	Part #	Availability	Quantity
<input type="checkbox"/>	\$27.00	15206408		1 <input type="button" value="Add"/>
<input type="checkbox"/>		836572		1 <input type="button" value="Add"/>

Four red callout boxes provide instructions:

- Click the hamburger menu to view the available groups in a pop out menu
- Please review the Favorites Help document for more detailed information
- Click on the product name to view more details for an item
- Click the truck icon to view real-time inventory

## View Product Details

**sh** Search... (1) \$548.00 | Contact Us | US PRO DEMO

Hardware Software Brands Solutions Tools My Account

### Lenovo ThinkPad X250 20CM - 12.5" - Core i5 5300U - Windows 7 Pro 64-bit / Windows 8.1 Pro 64-bit downgrade...

Category: Notebook computers  
Product Pricing: \$1,256.00  
Availability: **Check real-time inventory**  
Quantity to Order:   
**Add to Cart** **Add To My Favorites**

View all Notebook computers by Lenovo >>

#### Customers Who Bought These Item(s) Also Bought

 \$74.00 Lenovo TopSeller Onsite Warranty - extended service agreement - 3 yrs - on-site	 \$205.00 PRO DOCK -90W FOR THINKPAD	 \$37.00 Case Logic 14" Laptop Backpack - notebook carrying backpack	 \$79.00 Kingston SSDNow V300 - solid state drive - 240 GB - SATA 6Gbps
--	--	--	---

**Related Products**

#### Notebook Docks and Port Replication

PRO DOCK -90W FOR THINKPAD  
\$205.00

#### Warranties

Lenovo TopSeller Onsite Warranty with Accidental Damage Protection with Keep Your Drive Service with Sealed Battery W...  
\$169.00

Lenovo TopSeller Onsite Warranty with Keep Your Drive Service with Sealed Battery Warranty with Priority Support - ex...  
\$104.00

Overview Specifications

**Product Id:** 2991246

**Description:** Lenovo ThinkPad X250 20CM - Ultrabook - Core i5 5300U / 2.3 GHz - Windows 7 Pro 64-bit / Windows 8.1 Pro 64-bit downgrade - pre-installed: Windows 7 - 8 GB RAM - 500 GB HDD ( 16 GB SSD cache ) - no optical drive - 12.5" 1366 x 768 ( HD ) - Intel HD Graphics 5500 - 802.11ac - WWAN upgradable - TopSeller

## Add Products to the Shopping Cart

From here, a user who has not yet logged in can manage the items in the shopping cart, continue to shop, or finalize the purchase (if the user clicks “checkout”, SHI.COM requires the user to log into the system). If the user has logged into SHI.COM, he is presented with the additional options to save the items as a quote or to send the shopping cart to your SHI Sales Team to obtain an “official” SHI quote.

The screenshot shows the SHI.COM shopping cart interface. At the top, there is a search bar, a cart icon with a quantity of 2 and a subtotal of \$1,522.91, and a 'Contact Us' link. Below this is a navigation menu with links for Hardware, Software, Brands, Solutions, Tools, My Account, and a 'US PRO DEMO' button.

The main content area displays the shopping cart with the following items:

Product	Unit Price	Quantity	Extended Price	Remove
<b>Adobe Acrobat Standard DC 2015 - license</b> Product Id:30202195 Mfr Part #: 65258978AA03A00 Added On : 4/13/2016 1:51 PM	\$274.00	2	\$548.00	✖
<b>Lenovo ThinkCentre M73 10B6 - SFF</b> Product Id:27668225 Mfr Part #: 10B6000BUS Added On : 4/13/2016 5:39 PM	\$974.91	1	\$974.91	✖

Below the Lenovo item, there is a list of configuration options:

- New Employee Image
- Upgrade to 4GB of RAM
- Lenovo ThinkVision E2323 - LED monitor - 23"

Callouts provide instructions:

- A red arrow points to the configuration options list with the text: "Click the arrows to view the options you selected for your configured system".
- A red arrow points to the 'Save as Quote' button in the 'Shopping Cart Actions' panel with the text: "You can save your cart as a quote".
- A red arrow points to the 'Check Out' button with the text: "Click here to begin Check Out".

The 'Shopping Cart Actions' panel includes buttons for Update, Undo, Remove All, Send Cart, and Save as Quote. A 'Check Out' button is located at the bottom right of the cart area.

## Saved Quote

The saved quote remains valid on SHI.COM for thirty days. At any time within those thirty days, the user can change/add to the items saved in the quote or send the contents of the quote (with saved pricing) back to the shopping cart to finalize the purchase.

The screenshot shows the SHI.COM interface. At the top, there is a navigation bar with links for Hardware, Software, Brands, Solutions, Tools, and My Account, along with a 'US PRO DEMO' indicator. The main content area is divided into two sections: 'Quote List' and 'Quote Details'.

**Quote List:** This section contains a search form with two input fields: 'Quote #' (containing '1135818') and 'Email:' (containing 'amanda@example.com'). Below these fields are 'Search' and 'Clear' buttons. A dropdown menu labeled 'View all quotes for:' is set to 'Myself'. A red callout bubble points to the search fields with the text: "To retrieve your published quote, enter the quote number and the email address, then click Search".

**Quote Details:** This section displays the following information:  
Quote #: 1135818  
Quote Name: test  
Created Date: 4/8/2016 5:20:00 PM  
Expiration Date: 4/30/2016  
Total: \$17.45  
Comments:  
Contact:  
Company:  
Email:  
Phone:  
Fax:  
Address:

Below the details is a table with the following data:

Product Id	Product Details	Quantity	Price	Extended Price
24990112	HP 932 - CN057AN - print cartridge - black Manufacturer: HP, Inc. Mfr Part #: CN057ANR140	1	\$17.45	\$17.45

The total for the quote is \$17.45. At the bottom right, there are four buttons: 'Add to Cart', 'Print View', 'Delete Quote', and 'Back'. A red callout bubble points to the 'Add to Cart' button with the text: "Click Add to Cart to move the items from the quote into your cart. You can make changes once the items are in your shopping cart".






## Configuring a System

The process of selecting and configuring a product begins when the user clicks a configurable system in Search Results or within featured products. The systems are displayed with a picture, summary of its characteristics, and price before adding options. SHI.COM presents all products in the same fashion, with consistent groupings of options by category.

Configurable PC's

Sort By: Most Recently Added


Product	Price	Part #	Availability	Quantity
 HP 800Eo All-in-One	\$1,065.00	5317		Select the item to configure
 HP ProBook		5313		Select the item to configure
 Lenovo ThinkCentre M73 10B6 - SFF	\$652.00	111		Select the item to configure

Search...

Hardware Software Brands Solutions Tools My Account US PRO DEMO

Search Results

Showing 1 - 2 of 2 Results per page: 20 50 Sort By: Best Match

Compare	Product Details	Price
	Lenovo ThinkCentre M73 10B6 - SFF - 1 x Core i5 4570 / 3.2 GHz - RA... Mfr Part #: 10B60008US   SHI Part #: 27668225	\$652.00

## Customize the System

Prior to adding the product to the Shopping cart, the user is brought given the option to configure the base system with options designated as acceptable by the City of Mesa. The user simply clicks on the options he wants included in the final product.

As options are selected, SHI.COM updates the general availability of each configuration based upon the availability of each component. As the user adds and removes components to the base system, SHI.COM calculates an estimated time to ship to the user. SHI.com also tells the end user what selected component is contributing the longest lead-time. This is designed to allow the end user to make informed decisions based upon their particular needs: for some users, getting a useable system quickly may be more important than obtaining a particular option or upgrade that would delay the production of the machine.

The screenshot shows the SHI.COM website interface for configuring an HP ProBook 640 G1 laptop. The main heading is "HP ProBook 640 G1 - 14" - Core i5 4310M". Below the product image, the base system price is \$815.00, and the price as configured is \$1,570.00. The configuration options are listed under "System Options" and "Configuration". The "Configuration" section includes options like "Image for Laptops (+ \$19.00)", "PC Configuration: Asset Tagging & Reporting - Per 1x Unit (+ \$3.00)", "PC Configuration: Custom BIOS Adjustments (+ \$6.00)", and "Custom Configuration: HDD Encryption - Per 1x drive / Custom (+ \$12.00)". The "Warranty" section includes "Electronic HP Care Pack Next Business Day (+ \$593.00)". The "Options" section includes "HP 2012 90W Docking Station - Docking station - US (+ \$122.00)", "C2G Cat5e Snagless Unshielded (UTP) Network Patch Cable - patch cable - 3.1 m - (+ \$12.00)", and "Acer V246HLBD - LED monitor - 24" (+ \$136.00)". A red callout box points to the product description, stating "We can customize the description and specifications". Another red callout box points to the "Warranty" section, stating "Additional items can be required or optional based on your standards". A third red callout box points to the "Price as Configured" field, stating "Price as Configured will update as options are selected".

## Checkout Process

SHI provides an easy to use Checkout Process that can be customized to your specifications:

- Users can save addresses to an address book for easy selection of the appropriate ship-to address
- Custom Data Collection—we will create fields where we can collect the information you need about the purchases your employees make—department, project code, cost center, etc.
- For our Terms Customers—enter a PO number and for our Credit Card Customers—use the security of PayPal to complete your purchase

- See the freight and estimated taxes based on the shipping address entered

Required Ordering Information (\* Denotes required fields)

\*Shipping Address:  SHI Edit Delete  
 290 Davidson Avenue  
 SOMERSET, NJ 08873  
 United States  
 Add A New Address

\*Division:  Corporate  
 Manufacturing  
 Sales

File Upload: Click browser to select a file, then click Attach This File to upload  
 No file chosen

End User Information  
 \*End User Name:   
 End User Email Address:   
 End User Phone:

**Your Shopping Cart**

Lenovo ThinkCentre M73 1086 - SFF	Price:	\$974.91
	Quantity:	1
	Total:	\$974.91
<b>Total:</b>	1 Item:	\$974.91

Excludes tax and shipping costs.

**Order Details**

Shipping Address: SHI  
 290 Davidson Avenue  
 SOMERSET, NJ 08873  
 United States

Division: Corporate

End User Name: test

Shipping: Ground: \$25.70

Estimated Sales Tax: \$108.40

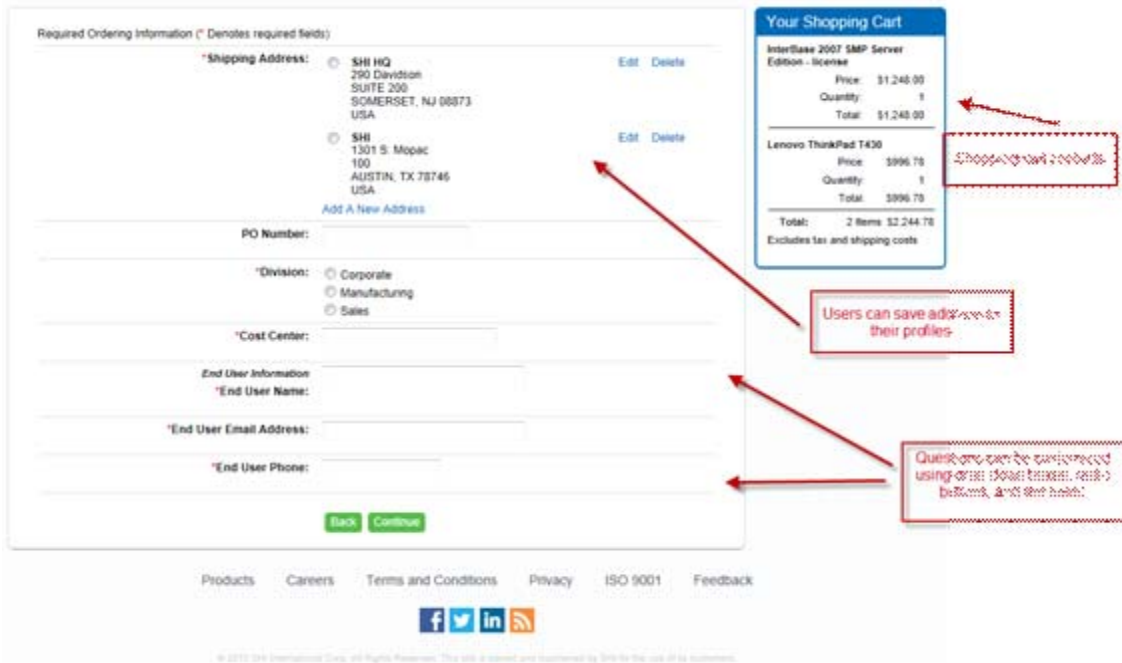
Do you want to use credit card?: No

PO Number: Test

**Your Shopping Cart**

Adobe Acrobat Standard DC 2015 - license	Price:	\$274.00
	Quantity:	2
	Total:	\$548.00
Lenovo ThinkCentre M73 1086 - SFF	Price:	\$974.91
	Quantity:	1
	Total:	\$974.91
Recycling Fee:	\$0.00	
Shipping:	\$25.70	
Estimated Sales Tax:	\$108.40	
<b>Total:</b>	3 Items:	\$1,657.01

If additional information needs to be captured with each hardware purchase. Therefore, SHI has designed an “interview page” in which SHI can collect all of the pertinent information. The interview page will be completely customized to collect the information as required by the City of Mesa. If additional information isn’t required, this step would be skipped in the order process.



When the user has completed the interview page, SHI will then request the ship to address and any additional Email addresses for employees who should receive notices regarding this order (i.e. order acknowledgment, ship notification, etc.)

## Approval Routing

Only authorized users will be able to submit orders on SHI.com. However, if the City of Mesa would like to allow agencies to request products, but not to place orders, SHI has support for approval routing through SHI.com. Using our approval routing, end user can select the products they wish to purchase and submit their selection as a requisition. With support for as many levels of approval routing as required, SHI.com will forward the requisition to the appropriate people to obtain approval.

Once the order is approved, the requestor (and anyone else listed to receive notices) will receive an Email stating that the requisition has been approved and will be processed at SHI. At this time, the order will upload into SHI's internal order processing system.

## Order Status

Obtain order status information and tracking details for the orders that you process with SHI. SHI.com provides a wide range of search options to quickly and easily locate the order in which you are interested.



The following screen shot shows the order search results.

Order #	Date Ordered	PO Number	Ship To Name	Total	Status	Items
GS00103592	1/29/2014	15943			Invoiced	• 36A Black Cartridge Forlaserjet P1005 Dual Pack
GS00102473	1/22/2014	15835			Invoiced	• HP - Toner cartridge - 1 x yellow - 8000 pages • HP - Toner cartridge - 1 x magenta - 8000

The following demonstrates the tracking details available.

Order #: GS00103592  
Order Date: 1/29/2014

Order Status: Invoiced  
Customer PO: 15943  
Total: \$1130.00  
SHI-GS Contact: Your Account Team  
User Name: [redacted]

Ship To: [redacted]  
Bill To: [redacted]

Invoice #	Invoice Date	Total
GB00101597	1/30/2014	1130.00

Line Item Status

SHI-GS Part	Item	Unit Price	Qty Ordered	Qty Remaining	Extended Pric
22601098	36A Black Cartridge Forlaserjet P1005 Dual Pack Mfr Part #: CB436D	\$113.00	10	0	\$1130.00

Shipping Status of Your Items

Shipment 1

SHI-GS Part	Mfr Part #	Description	Qty Remaining	Qty Shipped	Tracking #
					038055797250421 FedEx 1/29/2014

[Click to view tracking details without leaving SHI.COM](#)

Shipment Tracking Info FedEx

Tracking #: 038055797250421 Location: -- Service Type: FEDEX\_GROUND  
Status: Delivered Location: Clute, TX US Weight: 22.0 LB  
Delivered On: 1/31/2014 Shipped On: 1/29/2014 Reference:  
Delivered To: CLUTE, TX  
Estimated Delivery Date: --  
Signed By: SSTEVE

Date And Time	Status	Location	Comments
1/31/2014 2:06 PM	Delivered (DL)	Clute, TX US	
6:47 AM	On FedEx vehicle for delivery (OD)	HOUSTON, TX US	
6:36 AM	At local FedEx facility (AR)	HOUSTON, TX US	
1/30/2014 10:21 AM	Departed FedEx location (DP)	MEMPHIS, TN US	
12:48 AM	Arrived at FedEx location (AR)	MEMPHIS, TN US	
1/29/2014 9:17 PM	Picked up (PU)	MEMPHIS, TN US	
7:43 PM	Shipment information sent to FedEx (DC)		

[View Proof of Delivery](#)

Close

Order details with tracking data per shipment

Within the City’s dedicated page, authorized users can:

- Save/retrieve a price quotation using a state agency supplied unique quotation identifier(s). The agency should be able to save the price quotation as a .pdf document
- Modify a previously saved price quotation, including adding additional products, changing product quantity, removing or deleting products, and “refreshing” product prices
- Re-save price quotation following modifications
- Print price quotation
- View quotes that were originally requested via email, fax, or phone and created by the Inside Account Team.

SHI provides online order status and reporting for all orders placed with SHI, whether the orders are submitted online or directly to the Account Team. Access to the order information is controlled by the permissions assigned to each individual user name. The order data is tied to a specific customer account, and the individual accounts are then grouped together to accommodate reporting groups that match the customer’s organizational hierarchy. For example, individual departments can be grouped with cities and counties to allow reporting across an entire local government entity or an entire State. Additionally, SHI tracks all contract data at the highest level of the hierarchy, allowing us to provide reports across the entire City of Mesa contract.

In short, SHI makes it simple for all contract users to access the reporting information that they need. Whether the reporting requirement is for a single agency looking for the history of their purchases only, or if the City of Mesa that wants to understand statewide purchasing trends, the process to access that report is fast and intuitive.

The following lists the standard fields that are available within a standard, detailed report today via the State’s ecommerce site today:

Customer Name	Manufacturer Name	Manufacturer Part Number
Product Description	Version	Operating System
Media	Language	Product Type
License Program	License Pool	License Level
License Point Value	Maintenance Term	Maintenance Time Remaining
UNSPSC Number	UNSPSC Segment	UNSPSC Family
UNSPSC Class	UNSPSC Commodity	Order Date
SHI Order Number	Invoice Number	Ship Date
SHI Part Number	Quantity	Unit Price
Extended Price	Customer PO	Ship to Company
Ship to Address	Ship to City	Ship to State
Ship to Zip Code		

In addition to the data fields above, SHI will create customized data fields for any customer who wishes to capture additional information, and the customer would then have access to reporting based upon those additional fields. This custom capability is helpful for tracking purchases, expenditures, and chargebacks. SHI works with each individual account to understand reporting requirements and to ensure we continue to meet and exceed those requirements.

The City of Mesa and IPA can identify Procurement Officers or others that can be granted a higher level of access, allowing them to run reports and view activity across authorized users.

The level of access any user has is determined by the permissions assigned. The Account Teams and SHI's Web Administration Team works with the customer to understand their needs for user authorization and access to information. Those users who only need access to their own purchase history are limited. Likewise, those users who need higher level will have the appropriate access rights.

The SHI eCommerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.com. SHI can schedule trainings based on the customer's level of access to the site. Upon award of contract, David Rounds will work with the customers to determine the program and schedule that would work best for them. SHI will also work with the City of Mesa to define and establish an Employee Purchase Program. We will create a separate and secure site for employees to purchase products at the State contract prices.

*2. Describe additional functionality offered by your website. Provide screen shots, a demo "CD/jump drive," a demo URL, a manual, etc., or any other format that will aid the City in our evaluation of your website.*

### SHI Response:

If the City wishes to view this site please select "Sign in" on the top right hand side of the public site, <https://www.publicsector.shidirect.com/> A drop down box will appear. Click "Register" to be directed to the new user registration page seen below.

**Options**

- Sign In
- Forgot User Name
- Forgot Password

## New User Registration

Do you have a Customer Token / Access Key ?

Enter your Customer Token / Access Key

Customer Token

Customer Access Key

You will select "Yes" when asked if you have a token and access key. Your token is **90949** and your access key is **MU5XB2J3PL**. Once you enter these you will be asked to create a user name and password. Once complete you will be directed to the site. Today the site is in development and as such only shows sample products and pricing. Upon award, we will work with you to create a custom catalog, add appropriate contract numbers, and the additional content desired by the City.

The SHI Ecommerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.com. SHI can schedule trainings based on the customer's level of access to the site. Upon award of contract, your Account Executive will work with the customers to determine the program and schedule that would work best for them.

*3. Describe any national awards and/or other recognition that your website has received.*

**SHI Response:**

While we take pride in the design and usability of our website, our primary focus is always on the needs of our customers rather than on external recognition. With that in mind, we are extremely proud that this year alone we have won 10 awards for exceptional service in three distinct categories: partnership, supplier, and employer – including the prestigious Citi Lean Partner Award and Microsoft US Public Sector 2017 Partner of the Year – largely in part because of the efforts and dedication our team puts toward our public and partner/procurement websites. Our success as a partner in the Public Sector, in fact, stems from the personalized procurement websites, standard with most SHI contracts, which allow authorized end-users a vast selection from standard configurations and peripherals, as well information to ensure successful installations. These custom, procurement websites provide customers with all service catalogs, approved hardware configurations, and inventory databases, which in turn allow our customers to procure the best products and product support for their needs.

*4. Describe the hours your website is available? What are your hours of downtime, such as for system maintenance?*

**SHI Response:**

The website is available 24 hours a day. Downtime is minimal and if a major system repair is necessary SHI works to schedule it at a time that will be of least inconvenience to our customers. We will also notify customers of any planned downtime in advance.

*5. Does your website offer real time product availability?*

**SHI Response:**

Yes. Please see the information provides above regarding our website for a complete overview.

*6. How does your company leverage your website to inform customers of the additional savings that may be available?*

**SHI Response:**

SHI can customize our web page to include any information that National IPA/City of Mesa would like to see. In this case, we can publish additional savings opportunities for specific products on the home page of the catalog or highlight products that have savings opportunities within the catalog itself.

SHI can and will add relevant content to the website on a regular basis. This may include product announcements, end of life information, support information, or promotions, webinar or special event



invitations, and other industry news that will be of interest to City of Mesa. SHI will notify City of Mesa of any information before it gets posted.

The contents of SHI’s web site and the catalog are kept up to date using data feeds from our suppliers. We make daily updates to product information, availability, and pricing; ensuring that contract users are always accessing the latest products and at the correct price.

*7. Describe the types of email confirmations that your website generates. What events trigger an email going to the customer?*

**SHI Response:**

SHI acknowledges this requirement and can comply.

SHI will acknowledge all orders received within 2 hours of receipt. All orders will be placed within 24 hours of receipt. Upon placement, the end user will receive an order placement acknowledgement via email. A sample of that is included below. We can customize the information on the order acknowledgement email and can include any and all information required by the State.



SHI International Corp.  
290 Davidson Ave.  
Somerset, NJ 08873  
Phone: 888-235-3871

# Order Confirmation

**Sales order** S46482360  
Order date 10/17/2017  
Customer Account 1008214  
Customer PO 18001750  
Shipping Method ESD  
Customer Reference  
Payment Net 30 Days

**SHI Account Executive** Amelia Jakubczyk  
**SHI Account Manager** Robert DiGiovanni

**Bill To**  
Jennifer Means  
CITY OF MESA  
PO BOX 18795  
AP CENTRAL BILLING  
Mesa, AZ 85211  
United States

**Ship To**  
CITY OF MESA  
59 E. 1ST STREET  
Mesa, AZ 85211  
United States  
18001750/Jennifer Means

Item No. Mfg Part No.	Description	Qty Ordered	Unit Price	Extended Price
32631458 Q-E-PUB Qualys	Qualys Public Sector annual subscription Multiple platforms English Optl upd via downld Software Contract number: 18076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	0.00	0.00
32745136 Q-E-PUB-VM-M Qualys, Inc.	Qualys Public Sector Vulnerability Management- Module Price Multiple platforms English ESD Software Contract number: 18076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	1	923.20	923.20
32631460 Q-E-PUB-VM Qualys	Qualys Vulnerability Management-- Enterprise--Public Sector Windows - Multiple Windows Platform English ESD Software Contract number: 18076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018	950	6.96	6,612.00
33370886 Q-E-PUB-WAS-M Qualys	Qualys Public Sector Web Application Scanning - Module Price Multiple platforms English ESD Software	1	923.20	923.20



*Describe the registration process to set up new customers for your online ordering process. Is self-registration available? If an agency does not want self-registration, are you available to assist in the registration process?*

**SHI Response:**

Yes self-registration is available. Customers can go to <https://www.publicsector.shidirect.com/> and then follow the instructions below.

A customer will select “Sign in” on the top right hand side of the public site. A drop down box will appear. Click “Register” to be directed to the new user registration page seen below.

The screenshot shows a web form titled "New User Registration". On the left, there is a blue "Options" menu with links for "Sign In", "Forgot User Name", and "Forgot Password". The main content area asks "Do you have a Customer Token / Access Key ?" with "Yes" and "No" buttons. Below this, it prompts the user to "Enter your Customer Token / Access Key" with two input fields and a "Next" button.

If a customer has token, they can enter it. If not then when they select No, they will be taken to another site to register. Once you enter, you will be asked to create a user name and password. Once complete you will be directed to the site.

The SHI Ecommerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.com. SHI can schedule trainings based on the customer’s level of access to the site. Upon award of contract, your Account Executive will work with the customers to determine the program and schedule that would work best for them.

- 8. Describe if your website can be customized for an agency’s specific needs, such as placing our logo on your website, associating an agency blanket purchase order number on all orders, creating a bulletin board or other place to display customized messages, displaying approved configurations, naming certain fields (i.e., user defined fields, ability to include budget information), etc.*

**SHI Response:**

SHI acknowledges this requirement and can comply.

SHI can and will add relevant content to the website on a regular basis. This may include logos, product announcements, end of life information, support information, or promotions, webinar or special event invitations, and other industry news that will be of interest to the City. SHI will notify the City of any information before it gets posted.

Please see screen capture below for a sample of our News and Announcements page.



Search...



(0) \$0.00

Commercial

Contact Us

meghan flisakowski

Missouri Govt

About SHI

About SHI

Awards and Accolades

Contact Us

Green IT

Locations

News and Announcements

Leadership

Events

Careers

## News and Announcements

### Contract Information



TIPS/TAPS Purchasing Cooperative

[Missouri State and Local Government Contracts](#)

### News

[Welcome to our new Checkout system!](#)

[SHI Partners with SciQuest Edge to Offer an Enhanced Procurement Program](#)

SHI International Corp. is now a participating supplier in the new SciQuest Edge purchasing solution, a program offering instant, pre-negotiated savings.

[Preview of new My Home page](#)

The MyHome page in the site will be updated soon.

9. Describe the types of online reporting that are available. Is customized reporting available?

#### SHI Response:

SHI fully understand s your need for flexibility in reporting, as well as your need for reports from the highest organizational level to the most granular. We have created our databases to remain flexible enough to be able to incorporate any organizational structure and to provide reports on any level within the organization. We begin with the most granular reporting level, this can be by department or local government entity and then SHI groups the ordering units to the statewide level. In addition, we capture the contract number, allowing us to run a report across all purchases made under the contract. SHI has the capability to collect customized data fields, which can be established at the State Level, the Agency Level, and /or per individual customer. We are pleased to offer both standard and customized reports to the State, in addition to the required reporting above.

All reports can be set up on a subscription basis and will be delivered automatically daily, weekly, quarterly etc. In addition, the State will have a dedicated account team that will be able to review and discuss purchases and reporting whenever there is a need.

These standard reports provide an overview of your purchases from SHI. Our system allows for the tracking of Customer Specific Fields, therefore we are able to generate these reports in many ways. SHI will provide these reports in any time frame that you require, and in one of three formats: *detail* of all transactions, *summary* by part number, or *summary* by manufacturer name.

- *Spend by Manufacturer* – summary of total dollars spent in period with one specific manufacturer, all manufacturers, or a sub-set thereof.
- *Spend by Product* – summary of total dollars spent in period for one specific product, all products, or sub-set thereof.
- *Spend by Product Type* – summary of total dollars spent in period for shrink-wrap versus licensing or by UNSPSC.





Should the City have any issues or questions with a product return, they can contract their Account Team for assistance.

For an online return, customers will access the Order Details page and complete the requested information as shown in the screen shot below.

\*Name:

\*Email Address:  
 This field is required.

\*Order Number:

PO Number:

\*Mfr Part #:

SHI Part #:

\*Quantity:

\*Reason For Return:

Further Explanation:

\* Has package been opened?:  
 Yes  No  Don't Know

\*Has product been used?:  
 Yes  No  Don't Know

\*Is product in original condition?:  
 Yes  No  Don't Know

[Submit Request](#)

[Back to Order Details](#)

*11. Describe any third-party integration that you have successfully implemented. For example, is your website integrated with any third-party procurement, financial, or purchasing/credit card systems? Is there a cost for these services?*

### SHI Response:

## Integration with eCommerce

SHI's open architecture systems allow us to integrate with virtually any eCommerce platform, whether through market leaders or a proprietary solution. Ariba, Perfect Commerce, PeopleSoft, SAP, and Oracle are the most popular applications supported by SHI. In general, SHI can support systems that use cXML (commerce extensible mark-up language), or EDI (electronic data interchange) standards. These systems includes a wide range of applications and proprietary systems.

In addition, SHI supports the following Punch-out types:

- Ariba Punch-out
- Coupa
- ePlus Procure+
- Hubwoo
- Oracle OAG and cXML Punchout
- Perfect Commerce Roundtrip
- PeopleSoft Direct Connect
- SAP OCI Roundtrip
- Sciquest
- Verian ProcureIT

*12. Describe your strategic vision for your website – i.e., Is new functionality expected to be added? If so, describe the functionality and the timeline for implementation. How often is the web redesigned? As technology evolves (for example, new search engines are more robust), does your website evolve, too? Etc.*

**SHI Response:**

New functionality and technology is continuously being evaluated and updated as customer needs evolve. The same holds true for our overall website design. SHI also listens closely to our customers and their feedback regarding the use of the site and we strive to incorporate those changes.

## TAB 6 - OTHER FORMS.

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*The following forms should be completed and signed:*

- 1. Vendor Information form*
- 2. Exceptions & Confidential Information form*
- 3. General Questionnaire form*
- 4. Lawful Presence Affidavit*
- 5. Respondent Certification form (Offer and Acceptance)*
- 6. Respondent Questionnaire*
- 7. W-9 Form. All responses should include a fully completed, current W-9 form. Failure to include the W-9 will not disqualify your response, however the W-9 must be submitted to the City prior to the execution of any contract pursuant to this Solicitation. (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)*

### **SHI Response:**

Immediately following are the forms that were requested as part of this RFP. SHI agrees to provide any additional forms if necessary as part of a final award.



**REQUIRED RESPONSE FORMS**

**VENDOR INFORMATION**

Company Legal/Corporate Name: SHI International Corp

Doing Business As (if different than above): \_\_\_\_\_

Address: 290 Davidson Ave

City: Somerset State: New Jersey Zip: 08873

Phone: 888-764-8888 Fax: 732-652-6599

E-Mail Address: teamarizona@shi.com Website: https://www.publicsector.shidirect.com/

DUNS # 61-142-9481 State Where Business Entity Was Formed: New Jersey

Remit to Address (if different than above): \_\_\_\_\_ Order from Address (if different from above): \_\_\_\_\_

Address: PO Box 952121 Address: \_\_\_\_\_

City: Dallas City: \_\_\_\_\_

State: Texas Zip: 75395-2121 State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact for Questions about this bid:

Name: Meghan Flisakowski Title: Public Program Manager

Phone: 512-517-4088 E-Mail Address: meghan\_flisakowski@shi.com

Day-to-Day Project Contact (if awarded):

Name: Amelia Jakubczyk Title: Account Executive

Phone: 303-723-5256 E-Mail Address: Amelia\_Jakubczyk@shi.com

Sales/Use Tax Information (check one).

Respondent is located outside Arizona and does NOT collect Arizona State Sales/Use Tax. (The City will pay use tax directly to the Arizona Department of Revenue.)

Respondent is located outside Arizona, but is authorized to collect Arizona Sales/Use Taxes. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities.)

State Sales Tax Number: \_\_\_\_\_ City of: \_\_\_\_\_ AZ  
City Sales Tax Number: \_\_\_\_\_  
Applicable Tax Rate: \_\_\_\_\_%

Respondent is located in Arizona. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities)

State Sales Tax Number: \_\_\_\_\_ City of: \_\_\_\_\_ AZ  
City Sales Tax Number: \_\_\_\_\_  
Applicable Tax Rate: \_\_\_\_\_%



## EXCEPTIONS & CONFIDENTIAL INFORMATION

### Exceptions (mark one).

Respondents shall indicate any and all exceptions taken to the provisions or specifications in this Solicitation. Exceptions that surface elsewhere in the Response and that do not also appear under this section shall be considered rejected by the City, invalid and of no contractual significance.

**Other Forms or Documents: If the City is required by the awarded Respondent to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Respondents forms or documents.**

**\*Special Note – Any material exceptions taken to the City’s Specifications and/or Standard Terms and Conditions may render a Bid Non-responsive.**

- No exceptions
- Exceptions Taken: Please describe exact sections to which exception is taken. If proposing new or modified language, your firm shall identify the requested language below or provide as additional attachment. The City reserves the right to accept or reject any requested exceptions listed in the below section or attached to the solicitation.

SHI has included a separate section within our response that includes our request to review and negotiate in good faith with the City of Mesa and IPA.

### Confidential/Proprietary Information (mark one).

- No confidential/proprietary materials have been included with this Response.
- Confidential/Proprietary materials included with Response. Respondent must identify below any portion of their Response deemed confidential or proprietary and attach additional pages if necessary (See Mesa Standard Terms and Conditions related to Public Records). Requests to deem the entire bid as confidential will not be considered. The disclosure by the City of information deemed by Respondent as confidential or proprietary is governed by City of Mesa Procurement Rules.

**GENERAL QUESTIONNAIRE**

1. Compliance with Applicable Laws. Respondent complies with Exhibit 1, Draft Agreement, Exhibit C, Mesa Standard Terms & Conditions, 9. "Compliance with Applicable Laws"?  Yes  No
  
2. Delivery. Delivery, as stated in Detailed Specifications, can be met.  Yes  No  
If no, specify number of days for delivery \_\_\_\_\_
  
3. Payment terms. Payment Due (Not less than net 30 days): payment is net 30  
Payment Discount of 0% if invoices are paid within \_\_\_\_\_ days of receipt.
  
4. Procurement Card. Does Respondent allow payment of invoices using a Procurement Card?  
 Yes  No (Marking a "no" answer will not disqualify your Response.)  
Discount for Procurement Card Purchases? 0%
  
5. Cooperative Purchasing. The use of this Agreement as a cooperative purchasing agreement available to other governmental agencies is described in the Mesa Standard Terms and Conditions. The use of this Agreement as a cooperative purchasing agreement is subject to approval by the Respondent as designated below.
  
6. Does Respondent agree to extend the prices, terms and conditions of the Agreement to other agencies as specified in the Standard Terms and Conditions?  
 Yes  No (Marking a "no" answer will not disqualify your Response.)

Addenda.

Respondents are responsible for verifying receipt of any addenda issued by checking the City's website at [www.mesaaz.gov/business/purchasing](http://www.mesaaz.gov/business/purchasing) or the Vendor Self Service portal prior to the Response Due date and time. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive. Failure to review addenda does not negate Respondent's initial offer and holds Respondent for any changes prior to Response Due date and time.

**Acknowledgement of Receipt and Consideration of Addenda (if applicable):**

Addenda # 1  2  3  4

**LAWFUL PRESENCE AFFIDAVIT**

**CHECK HERE AND SKIP THIS AFFIDAVIT IF:** Respondent is an **LLC, a Corporation or a Partnership** as indicated on your W-9. (Please include a copy of your W-9)

**COMPLETE THIS AFFIDAVIT IF:** Respondent is an **Individual (Natural Person) or a Sole Proprietor** as indicated on your W-9. (Please include a copy of your W-9)

ARS § 1-502 requires any person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See the Solicitation Instructions for more information).

*Please place a check mark next to the applicable document and present the document to the City employee. If mailing the response, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)*

- 1. **Arizona driver license issued after 1996.**  
Print first 4 numbers/letters from license: \_\_\_\_\_
- 2. **Arizona non-operating identification license.**  
Print first 4 numbers/letters: \_\_\_\_\_
- 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**  
Year of birth: \_\_\_\_\_ Place of birth: \_\_\_\_\_
- 4. **United States Certificate of Birth abroad.**  
Year of birth: \_\_\_\_\_ Place of birth: \_\_\_\_\_
- 5. **United States passport.**  
Print first 4 numbers/letters on Passport: \_\_\_\_\_
- 6. **Foreign passport with a United States Visa.**  
Print first 4 numbers/letters on Passport: \_\_\_\_\_  
Print first 4 numbers/letters on Visa: \_\_\_\_\_
- 7. **I-94 form with a photograph.**  
Print first 4 numbers on I-94: \_\_\_\_\_
- 8. **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**  
Print first 4 numbers/letters on EAD: \_\_\_\_\_
- 9. **Refugee travel document.**  
Date of Issuance: \_\_\_\_\_ Refugee Country: \_\_\_\_\_
- 10. **United States Certificate of Naturalization.**  
Print first 4 digits of CIS Reg. No.: \_\_\_\_\_
- 11. **United States Certificate of Citizenship.**  
Date of Issuance: \_\_\_\_\_ Place of Issuance: \_\_\_\_\_
- 12. **Tribal Certificate of Indian Blood.**  
Date of Issuance: \_\_\_\_\_ Name of Tribe: \_\_\_\_\_
- 13. **Tribal or Bureau of Indian Affairs Affidavit of Birth.**  
Year of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

In accordance with the requirements of Arizona law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Business/Company Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Verification of Attachment by City Staff:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## RESPONDENT CERTIFICATION

**By submitting the Response and signing this Certification, the Respondent understands and certifies to all of the following:**

- a) The information provided in Respondent's Response is true and accurate to the best of Respondent's knowledge.
- b) Respondent is under no legal prohibition that would prevent Respondent from contracting with the City of Mesa.
- c) Respondent has read and understands the Solicitation packet as a whole (including attachments, exhibits, and referenced documents) and: (i) can attest that Respondent is in compliance with the requirements of the Solicitation packet; and (ii) is capable of fully carrying out the requirements of the Solicitation as set forth in Respondent's Response.
- d) To Respondent's knowledge, Respondent and Respondent's employees have no known, undisclosed conflicts of interest as defined by applicable law or City of Mesa Procurement Rules. If Respondent or Respondent employees have a known conflict of interest, Respondent has disclosed the conflict in its Response.
- e) Respondent did not engage in any anti-competitive practices related to its Response or the Solicitation. The prices offered by Respondent were independently developed without consultation or collusion with any other Respondents or potential Respondents.
- f) No gifts, payments or other consideration were made to any City employee, officer, elected official, agent, or consultant who has or may have a role in the procurement process for the services/materials covered by the Solicitation.
- g) Respondent grants the City of Mesa permission to copy all parts of its Response including, without limitation, any documents and materials copyrighted by Respondent: (i) for the City's use in evaluating the Response; and (ii) to be disclosed in response to a public records request under Arizona's public records law (A.R.S. § 39-121 et. seq.) or other applicable law, subpoena, or other judicial process provided such disclosure is in accordance with City of Mesa Procurement Rule 6.13.
- h) If a contract is awarded to Respondent as a result of the Response submitted to the Solicitation Respondent will:
  - i. Provide the materials or services specified in the Response in compliance with all applicable federal, state, and local statutes, rules and policies;
  - ii. Honor all elements of the Response submitted by Respondent to the City including, but not limited to, the price and the materials/services to be provided; and
  - iii. Enter into an agreement with the City based on the terms and conditions of the Solicitation and the Response, subject to any negotiated exceptions and terms.
- i) Respondent is current in all obligations due to the City including any amounts owed the City and any licenses/permits required for the general lawful conduct of business. Respondent shall acquire all licenses/permits necessary to lawfully conduct business specific to the Solicitation prior to the execution of a contract with the City pertaining to the Solicitation.
- j) The signatory of this Certification is an officer or duly authorized agent of Respondent with full power and authority to submit binding offers for the goods/services specified herein. Respondent intends by the submission of this Certification to be bound by the terms of the Certification, Solicitation, and Response, subject to any negotiated terms/exceptions.

### **ACCEPTED AND AGREED TO BY RESPONDENT:**

Company Name: SHI International

Signature: Natalie Castagno

Printed Name: Natalie Castagno

Title: Director of Response Team

Date: 10/20/2017

Respondent Company Name/ DBA: <a href="#">SHI International Corp</a>	
Years in business providing similar services: <a href="#">28 years</a>	
Contractor's License No(s): (Submit a copy with the Response)	
Type:	
<a href="#">SHI is currently registered to do business with the City of Mesa and the State. Upon award, we can provide any additional information as requested.</a>	
Number of employees at location that would serve under a contract from the Solicitation:	
Provide names, contact and telephone numbers of three (3) organizations that have received similar services from your company. <b>At least one reference should be comparable in size to the City's proposed contract.</b>	
Firm/Government Agency Name: <a href="#">Arizona State Procurement Office   State of Arizona</a>	
Contact Person: <a href="#">Terri Johnson, Deputy – State Procurement Administrator</a>	Phone: <a href="#">602-542-9122</a>
Address: <a href="#">100 North 15th Avenue, Suite 402 Phoenix, AZ 85007</a>	Fax:
	E-Mail Address: <a href="mailto:terri.johnson@azdoa.gov">terri.johnson@azdoa.gov</a>
\$ Value of Work, Supplies/Services and Dates Provided: <a href="#">\$75m annually. Software, Annual Maintenance. Related Professional Services April 2011 – September 30 2016</a>	
Firm/Government Agency Name: <a href="#">University of Texas Systems Supply Chain Alliance</a>	
Contact Person: <a href="#">Jason Stanford, Manager, Contracts</a>	Phone: <a href="#">713-563-1021</a>
Address: <a href="#">7007 Bertner Ave. Houston, TX 77030</a>	Fax:
	E-Mail Address: <a href="mailto:jpstanford@mdanderson.org">jpstanford@mdanderson.org</a>
\$ Value of Work, Supplies/Services and Dates Provided: <a href="#">\$20m annually. Computer Peripherals, Software, Storage, Servers, Networking equipment, and Related Services. July 1 2014, 5 year agreement with 3 year extension option.</a>	
Firm/Government Agency Name: <a href="#">Maricopa County Materials Management</a>	
Contact Person: <a href="#">Brian Walsh, Procurement Officer</a>	Phone: <a href="#">602-506-3243</a>
Address: <a href="#">320 W. Lincoln St. Phoenix AZ 85003</a>	Fax:
	E-Mail Address: <a href="mailto:walshb@mail.maricopa.gov">walshb@mail.maricopa.gov</a>

\$ Value of Work, Supplies/Services and Dates Provided:

\$6m annually. Technology Products including Software, Storage, Servers, Networking Equipment and Related Services.

List any other information which may be helpful in determining your qualifications for a potential contract:

At SHI, our success is based on a foundation of customer centricity and transparency. Our approach to Lee County School District will be based on these same values. Every member of the SHI team is dedicated to helping our customers and providing world class support throughout the entire engagement. SHI intends to provide the District with a seamless, transparent, and cost effective solution for all of your hardware, software, and service needs. Over the life of the contract, SHI will work to identify ways that the District can reduce your expenditures on IT software, hardware, and services.

Technology changes fast, and SHI is a technology business partner that has demonstrated the ability to change along with it, through continued service evolutions and process improvement.

SHI is excited about this opportunity to work with the City of Mesa and National IPA. We look forward to meeting with the review board to further discuss our capabilities.

ATTACHMENT D



**Requirements for National Cooperative Contract  
To be Administered by  
National Intergovernmental Purchasing Alliance Company**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**1.0 Scope of National Cooperative Contract**

**1.1 Requirement**

The CITY OF MESA, AZ (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company (“National IPA”), is requesting proposals for INFORMATION TECHNOLOGY SOLUTIONS. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the “Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA’s requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

**1.2 Marketing, Sales and Administrative Support**

During the term of the Master Agreement National IPA intends to provide marketing, sales and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier’s products and services to Participating Public Agencies



**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website development and support
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media
- F. Sales Team Support

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 1.0 % of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Deleted: 3

**Commented [PB1]:** Typically on national contracts we see contract fees ranging from 0.25% to 1.00%. We understand the need for an administrative fee, but we are concerned that a fee of 3.0% will render this contract less competitive and that therefore it will not be as widely used as other purchasing options available to this customer set. In order to ensure that this contract is as widely adopted and successful as possible, we would recommend an administrative fee of 1.0%. This will allow this vehicle to will be more in line with other national purchasing vehicles, and in turn, we believe, will render a larger dollar fee than the higher percentage would provide, since the contract will be more widely adopted. SHI will agree to the higher administrative fee if that is the route that National IPA decides to take; however we wanted to share our thoughts and experiences around the "sweet spot" for this fee.

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

**1.3 Estimated Volume**

The dollar volume purchased under the Master Agreement is estimated to be approximately \$500 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

**1.4 Award Basis**

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement, including but not limited to invoice requirements; order requirements; specialized delivery; diversity requirements such as minority and woman owned businesses, historically underutilized business; and governing law. As part of such supplemental agreements, Participating Agencies may negotiate other terms of the Master Agreement, and may require offeror. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to National IPA).

**Deleted:** and/or manufacturer to accept additional and/or modified licensing terms or separate subscription/user access provisions

**Deleted:** Participating Agencies may also contract directly with the offeror's authorized tier one suppliers pursuant to a request process based on factors as defined by the Participating Agency. These contracts would constitute individual contracts between the Participating Agency and tier one suppliers who have accepted the terms of the Master Agreement under a separate supplemental agreement between the Participating Agency and the tier one supplier. Sales under these contracts are tracked and reported to National IPA by the offeror.

**1.5 Objectives of Cooperative Program**

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

**2.0 REPRESENTATIONS AND COVENANTS**

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

**2.1 Corporate Commitment**

Requirements for National Cooperative Contract  
Page 4 of 26

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2

**2.3 Sales Commitment**

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

**Deleted: Pricing Commitment¶**

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

**3.0 SUPPLIER QUALIFICATIONS**

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

**3.1 Company**

- A. Brief history and description of your company.
- B. Total number and location of sales persons employed by your company.
- C. Number and location of support centers (if applicable).
- D. Annual sales for the three previous fiscal years.
- E. Submit your FEIN and Dunn & Bradstreet report.

**3.2 Distribution, Logistics**

- A. Describe how your company proposes to distribute the products/service nationwide.
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- D. State any return and restocking policy and fees, if applicable, associated with returns.
- E. Describe the full line of products and services offered by your company.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**3.3 Marketing and Sales**

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
  - ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications
  - ii. Announcement, contract details and contact information published on the Supplier company website within first 90 days
  - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
  - iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
  - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
  - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
  - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
  - viii. Dedicated National IPA internet web-based homepage on Supplier website with:
    - National IPA standard logo;
    - Copy of original Request for Proposal;
    - Copy of contract and amendments between Principal Procurement Agency and Supplier;
    - Summary of Products and pricing;
    - Marketing Materials
    - Electronic link to National IPA's website including the online registration page;
    - A dedicated toll free number and email address for National IPA
- C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.
- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
  - i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
  - ii. Advantageous government pricing
  - iii. No cost to participate
  - iv. Non-exclusive contract
- F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
  - i. Key features of Master Agreement
  - ii. Working knowledge of the solicitation process
  - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
  - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide contact information for the person(s), who will be responsible for:
  - i. Marketing
  - ii. Sales
  - iii. Sales Support
  - iv. Financial Reporting
  - v. Contracts
- H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
- J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.
- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

Deleted: Best

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

\$\_\_\_\_\_.00 in year one  
\$\_\_\_\_\_.00 in year two  
\$\_\_\_\_\_.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

- N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
  - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
  - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).
  - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY  
ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and \_\_\_\_\_ ("Supplier").

**RECITALS**

**WHEREAS**, the \_\_\_\_\_ (the "Principal Procurement Agency") has entered into a Master Agreement dated \_\_\_\_\_, Agreement No \_\_\_\_\_, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of \_\_\_\_\_ (the "Product");

**WHEREAS**, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the National IPA website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

**WHEREAS**, Participating Public Agencies may access the Master Agreement which is offered through National IPA to Public Agencies;

**WHEREAS**, National IPA serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

**WHEREAS**, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

**WHEREAS**, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

**DEFINITIONS**

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by National IPA solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. National IPA shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold National IPA harmless from any liability that may arise from the negligent acts or omissions of Supplier in the course of its performance under the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NATIONAL IPA EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING NATIONAL IPA'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT.

8. NEITHER PARTY SHALL BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE, EVEN IF A PARTY IS ADVISED OF

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NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

THE POSSIBILITY OF SUCH DAMAGES.

9. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED HEREUNDER, SUPPLIER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY AN OEM.

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**TERM OF AGREEMENT; TERMINATION**

10. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 9 and 14 – 23, hereof and the indemnifications and limitations of liability afforded by the Supplier to National IPA in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

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11. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of this Agreement at National IPA's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

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**NATIONAL PROMOTION**

i  
12. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the National IPA program by either registering on the National IPA website, [www.nationalipa.org](http://www.nationalipa.org), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

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13. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to National IPA or posts on the National IPA website. Supplier shall indemnify, defend and hold harmless National IPA for use of all such content and images including copyright infringement claims. Supplier and National IPA each hereby grant to the other

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**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

**ADMINISTRATIVE FEE, REPORTING & PAYMENT**

14. An "Administrative Fee" shall be defined and due to National IPA from Supplier in the amount of \_\_\_ percent (\_\_\_%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

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15. Supplier shall provide National IPA with an electronic accounting report monthly, in the format prescribed by National IPA, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to National IPA by the 10<sup>th</sup> day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion.

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16. Administrative Fee payments are to be paid by Supplier to National IPA at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

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17. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date National IPA receives such report. In addition, National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. National IPA will request to audit Supplier by providing at least thirty (30) days' notice to Supplier and shall be permitted to conduct such audits once per calendar year. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such

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NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 15, and reimbursement of National IPA's costs and expenses related to such audit.

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GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier, the provisions of this Agreement shall prevail.

Commented [PB6]: Note: Individual agreements with the Agencies (if any) be necessary bc they desire alternate terms and therefore any conflicting terms stated in those agreements would supersede this Agreement.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

We need to bring clarity here. The Master states it will control and this Agreement states that it will control. SHI prefer we make the Master control.

A. 18. This Agreement and National IPA's rights and obligations hereunder may be assigned at to an affiliate of National IPA, any purchaser of any or all or substantially all of the assets of National IPA, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise, with Supplier's written consent, which shall not be unreasonably withheld. Supplier may not assign its obligations hereunder without the prior written consent of National IPA, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement to a successor pursuant to a merger, consolidation or sale of all or substantially all its assets.

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19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company

National IPA  
Attn: President  
2555 Meridian Blvd  
Suite 300  
Franklin, TN 37067

B. Supplier

[290 Davidson Avenue](#)  
[Somerset, NJ 08873](#)

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

Authorized Signature, Supplier

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

NATIONAL INTERGOVERNMENTAL  
PURCHASING ALLIANCE COMPANY

\_\_\_\_\_  
Signature

Ward H. Brown  
\_\_\_\_\_  
Name

Chief Operating Officer  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING  
AGREEMENT, EXAMPLE

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company (“**National IPA**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by National IPA and its affiliates and subsidiaries (collectively, the “**National IPA Parties**”) by either registering on a National IPA Party website (such as [www.nationalipa.org](http://www.nationalipa.org)), or by executing a copy of this Agreement.

**RECITALS**

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through the National IPA Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the National IPA Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital and is not purchasing Products on behalf of a hospital.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING  
AGREEMENT, EXAMPLE**

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
6. The Participating Public Agency agrees the National IPA Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other National IPA affiliates and subsidiaries; provided the purchase of Products through a National IPA Party or any other GPO shall be at the Participating Public Agency’s sole discretion.
7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the reseller (“**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE NATIONAL IPA PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. ~~NONE OF THE, PARTIES SHALL BE LIABLE~~ IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE ~~PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE NATIONAL IPA PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.~~

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**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING  
AGREEMENT, EXAMPLE**

11. This Agreement shall remain in effect until termination by a party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.
12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) the registration on a National IPA Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

EXAMPLE

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company (“National IPA”), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as \_\_\_\_\_ of and on behalf of [NAME OF PPA] (“Principal Procurement Agency”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National IPA.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE**

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS										
EXHIBIT C - NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE										
<small>(to be submitted electronically in Microsoft Excel format)</small>										
National IPA Contract Sales Monthly Report										
Supplier Name:										
Contract Sales Report Month:										
Contract ID:										
Participating Agency Name	Address	City	State	Zip Code	Participating Agency # (Assigned by National IPA and provided to Supplier)	Transaction Date (Date of Sale)	Contract Sales for Month (\$)	Admin Fee %	Admin Fee \$	
								Report Totals		
								Cumulative Contract Sales		

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS  
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <https://www.usa.gov/local-governments>.

\*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

**CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:**

BAKER CITY GOLF COURSE, OR  
CITY OF ADAIR VILLAGE, OR  
CITY OF ASHLAND, OR  
CITY OF AUMSVILLE, OR  
CITY OF AURORA, OR  
CITY OF BAKER, OR  
CITY OF BATON ROUGE, LA  
CITY OF BEAVERTON, OR  
CITY OF BEND, OR  
CITY OF BOARDMAN, OR  
CITY OF BONANAZA, OR  
CITY OF BOSSIER CITY, LA  
CITY OF BROOKINGS, OR  
CITY OF BURNS, OR  
CITY OF CANBY, OR  
CITY OF CANYONVILLE, OR  
CITY OF CLATSKANIE, OR  
CITY OF COBURG, OR  
CITY OF CONDON, OR  
CITY OF COQUILLE, OR  
CITY OF CORVALLI, OR  
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR  
CITY OF COTTAGE GROVE, OR  
CITY OF DONALD, OR  
CITY OF EUGENE, OR  
CITY OF FOREST GROVE, OR  
CITY OF GOLD HILL, OR  
CITY OF GRANTS PASS, OR  
CITY OF GRESHAM, OR  
CITY OF HILLSBORO, OR

CITY OF INDEPENDENCE, OR  
CITY AND COUNTY OF HONOLULU, HI  
CITY OF KENNER, LA  
CITY OF LA GRANDE, OR  
CITY OF LAFAYETTE, LA  
CITY OF LAKE CHARLES, OR  
CITY OF LEBANON, OR  
CITY OF MCMINNVILLE, OR  
CITY OF MEDFORD, OR  
CITY OF METAIRIE, LA  
CITY OF MILL CITY, OR  
CITY OF MILWAUKIE, OR  
CITY OF MONROE, LA  
CITY OF MOSIER, OR  
CITY OF NEW ORLEANS, LA  
CITY OF NORTH PLAINS, OR  
CITY OF OREGON CITY, OR  
CITY OF PILOT ROCK, OR  
CITY OF PORTLAND, OR  
CITY OF POWERS, OR  
CITY OF PRINEVILLE, OR  
CITY OF REDMOND, OR  
CITY OF REEDSPORT, OR  
CITY OF RIDDLE, OR  
CITY OF ROGUE RIVER, OR  
CITY OF ROSEBURG, OR  
CITY OF SALEM, OR  
CITY OF SANDY, OR  
CITY OF SCAPPOOSE, OR  
CITY OF SHADY COVE, OR  
CITY OF SHERWOOD, OR  
CITY OF SHREVEPORT, LA  
CITY OF SILVERTON, OR

CITY OF SPRINGFIELD, OR  
CITY OF ST. HELENS, OR  
CITY OF ST. PAUL, OR  
CITY OF SULPHUR, LA  
CITY OF TIGARD, OR  
CITY OF TROUTDALE, OR  
CITY OF TUALATIN, OR  
CITY OF WALKER, LA  
CITY OF WARRENTON, OR  
CITY OF WEST LINN, OR  
CITY OF WILSONVILLE, OR  
CITY OF WINSTON, OR  
CITY OF WOODBURN, OR  
LEAGUE OF OREGON CITIES  
THE CITY OF HAPPY VALLEY OREGON  
ALPINE, UT  
ALTA, UT  
ALTAMONT, UT  
ALTON, UT  
AMALGA, UT  
AMERICAN FORK CITY, UT  
ANNABELLA, UT  
ANTIMONY, UT  
APPLE VALLEY, UT  
AURORA, UT  
BALLARD, UT  
BEAR RIVER CITY, UT  
BEAVER, UT  
BICKNELL, UT  
BIG WATER, UT  
BLANDING, UT  
BLUFFDALE, UT  
BOULDER, UT  
CITY OF BOUNTIFUL, UT  
BRIAN HEAD, UT  
BRIGHAM CITY CORPORATION, UT  
BRYCE CANYON CITY, UT  
CANNONVILLE, UT  
CASTLE DALE, UT  
CASTLE VALLEY, UT  
CITY OF CEDAR CITY, UT  
CEDAR FORT, UT  
CITY OF CEDAR HILLS, UT  
CENTERFIELD, UT  
CENTERVILLE CITY CORPORATION, UT  
CENTRAL VALLEY, UT  
CHARLESTON, UT  
CIRCLEVILLE, UT  
CLARKSTON, UT  
CLAWSON, UT  
CLEARFIELD, UT  
CLEVELAND, UT  
CLINTON CITY CORPORATION, UT  
COALVILLE, UT  
CORINNE, UT  
CORNISH, UT  
COTTONWOOD HEIGHTS, UT  
DANIEL, UT  
DELTA, UT  
DEWEYVILLE, UT  
DRAPER CITY, UT  
DUCHESNE, UT  
EAGLE MOUNTAIN, UT  
EAST CARBON, UT  
ELK RIDGE, UT

ELMO, UT  
ELSINORE, UT  
ELWOOD, UT  
EMERY, UT  
ENOCH, UT  
ENTERPRISE, UT  
EPHRAIM, UT  
ESCALANTE, UT  
EUREKA, UT  
FAIRFIELD, UT  
FAIRVIEW, UT  
FARMINGTON, UT  
FARR WEST, UT  
FAYETTE, UT  
FERRON, UT  
FIELDING, UT  
FILLMORE, UT  
FOUNTAIN GREEN, UT  
FRANCIS, UT  
FRUIT HEIGHTS, UT  
GARDEN CITY, UT  
GARLAND, UT  
GENOLA, UT  
GLENDALE, UT  
GLENWOOD, UT  
GOSHEN, UT  
GRANTSVILLE, UT  
GREEN RIVER, UT  
GUNNISON, UT  
HANKSVILLE, UT  
HARRISVILLE, UT  
HATCH, UT  
HEBER CITY CORPORATION, UT  
HELPER, UT  
HENEFER, UT  
HENRIEVILLE, UT  
HERRIMAN, UT  
HIDEOUT, UT  
HIGHLAND, UT  
HILDALE, UT  
HINCKLEY, UT  
HOLDEN, UT  
HOLLADAY, UT  
HONEYVILLE, UT  
HOOPER, UT  
HOWELL, UT  
HUNTINGTON, UT  
HUNTSVILLE, UT  
CITY OF HURRICANE, UT  
HYDE PARK, UT  
HYRUM, UT  
INDEPENDENCE, UT  
IVINS, UT  
JOSEPH, UT  
JUNCTION, UT  
KAMAS, UT  
KANAB, UT  
KANARRAVILLE, UT  
KANOSH, UT  
KAYSVILLE, UT  
KINGSTON, UT  
KOOSHAREM, UT  
LAKETOWN, UT  
LA VERKIN, UT  
LAYTON, UT

LEAMINGTON, UT  
LEEDS, UT  
LEHI CITY CORPORATION, UT  
LEVAN, UT  
LEWISTON, UT  
LINDON, UT  
LOA, UT  
LOGAN CITY, UT  
LYMAN, UT  
LYNNDYL, UT  
MANILA, UT  
MANTI, UT  
MANTUA, UT  
MAPLETON, UT  
MARRIOTT-SLATERVILLE, UT  
MARYSVALE, UT  
MAYFIELD, UT  
MEADOW, UT  
MENDON, UT  
MIDVALE CITY INC., UT  
MIDWAY, UT  
MILFORD, UT  
MILLVILLE, UT  
MINERSVILLE, UT  
MOAB, UT  
MONA, UT  
MONROE, UT  
CITY OF MONTICELLO, UT  
MORGAN, UT  
MORONI, UT  
MOUNT PLEASANT, UT  
MURRAY CITY CORPORATION, UT  
MYTON, UT  
NAPLES, UT  
NEPHI, UT  
NEW HARMONY, UT  
NEWTON, UT  
NIBLEY, UT  
NORTH LOGAN, UT  
NORTH OGDEN, UT  
NORTH SALT LAKE CITY, UT  
OAK CITY, UT  
OAKLEY, UT  
OGDEN CITY CORPORATION, UT  
OPHIR, UT  
ORANGEVILLE, UT  
ORDERVILLE, UT  
OREM, UT  
PANGUITCH, UT  
PARADISE, UT  
PARAGONAH, UT  
PARK CITY, UT  
PAROWAN, UT  
PAYSON, UT  
PERRY, UT  
PLAIN CITY, UT  
PLEASANT GROVE CITY, UT  
PLEASANT VIEW, UT  
PLYMOUTH, UT  
PORTAGE, UT  
PRICE, UT  
PROVIDENCE, UT  
PROVO, UT  
RANDOLPH, UT  
REDMOND, UT

RICHFIELD, UT  
RICHMOND, UT  
RIVERDALE, UT  
RIVER HEIGHTS, UT  
RIVERTON CITY, UT  
ROCKVILLE, UT  
ROCKY RIDGE, UT  
ROOSEVELT CITY CORPORATION, UT  
ROY, UT  
RUSH VALLEY, UT  
CITY OF ST. GEORGE, UT  
SALEM, UT  
SALINA, UT  
SALT LAKE CITY CORPORATION, UT  
SANDY, UT  
SANTA CLARA, UT  
SANTAQUIN, UT  
SARATOGA SPRINGS, UT  
SCIPIO, UT  
SCOFIELD, UT  
SIGURD, UT  
SMITHFIELD, UT  
SNOWVILLE, UT  
CITY OF SOUTH JORDAN, UT  
SOUTH OGDEN, UT  
CITY OF SOUTH SALT LAKE, UT  
SOUTH WEBER, UT  
SPANISH FORK, UT  
SPRING CITY, UT  
SPRINGDALE, UT  
SPRINGVILLE, UT  
STERLING, UT  
STOCKTON, UT  
SUNNYSIDE, UT  
SUNSET CITY CORP, UT  
SYRACUSE, UT  
TABIONA, UT  
CITY OF TAYLORSVILLE, UT  
TOOELE CITY CORPORATION, UT  
TOQUERVILLE, UT  
TORREY, UT  
TREMONTON CITY, UT  
TRENTON, UT  
TROPIC, UT  
UINTAH, UT  
VERNAL CITY, UT  
VERNON, UT  
VINEYARD, UT  
VIRGIN, UT  
WALES, UT  
WALLSBURG, UT  
WASHINGTON CITY, UT  
WASHINGTON TERRACE, UT  
WELLINGTON, UT  
WELLSVILLE, UT  
WENDOVER, UT  
WEST BOUNTIFUL, UT  
WEST HAVEN, UT  
WEST JORDAN, UT  
WEST POINT, UT  
WEST VALLEY CITY, UT  
WILLARD, UT  
WOODLAND HILLS, UT  
WOODRUFF, UT  
WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:**

ASCENSION PARISH, LA  
ASCENSION PARISH, LA, CLEAR OF COURT  
CADDO PARISH, LA  
CALCASIEU PARISH, LA  
CALCASIEU PARISH SHERIFF'S OFFICE, LA  
CITY AND COUNTY OF HONOLULU, HI  
CLACKAMAS COUNTY, OR  
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR  
CLATSOP COUNTY, OR  
COLUMBIA COUNTY, OR  
COOS COUNTY, OR  
COOS COUNTY HIGHWAY DEPARTMENT, OR  
COUNTY OF HAWAII, OR  
CROOK COUNTY, OR  
CROOK COUNTY ROAD DEPARTMENT, OR  
CURRY COUNTY, OR  
DESCHUTES COUNTY, OR  
DOUGLAS COUNTY, OR  
EAST BATON ROUGE PARISH, LA  
GILLIAM COUNTY, OR  
GRANT COUNTY, OR  
HARNEY COUNTY, OR  
HARNEY COUNTY SHERIFFS OFFICE, OR  
HAWAII COUNTY, HI  
HOOD RIVER COUNTY, OR  
JACKSON COUNTY, OR  
JEFFERSON COUNTY, OR  
JEFFERSON PARISH, LA  
JOSEPHINE COUNTY GOVERNMENT, OR  
LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
LAFAYETTE PARISH, LA  
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION  
LAFOURCHE PARISH, LA  
KAUAI COUNTY, HI  
KLAMATH COUNTY, OR  
LAKE COUNTY, OR  
LANE COUNTY, OR  
LINCOLN COUNTY, OR  
LINN COUNTY, OR  
LIVINGSTON PARISH, LA  
MALHEUR COUNTY, OR  
MAUI COUNTY, HI  
MARION COUNTY, SALEM, OR  
MORROW COUNTY, OR  
MULTNOMAH COUNTY, OR  
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR  
MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
MULTNOMAH LAW LIBRARY, OR  
ORLEANS PARISH, LA  
PLAQUEMINES PARISH, LA  
POLK COUNTY, OR  
RAPIDES PARISH, LA  
SAINT CHARLES PARISH, LA  
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA  
SAINT LANDRY PARISH, LA  
SAINT TAMMANY PARISH, LA  
SHERMAN COUNTY, OR  
TERREBONNE PARISH, LA  
TILLAMOOK COUNTY, OR

TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
TILLAMOOK COUNTY GENERAL HOSPITAL, OR  
UMATILLA COUNTY, OR  
UNION COUNTY, OR  
WALLOWA COUNTY, OR  
WASCO COUNTY, OR  
WASHINGTON COUNTY, OR  
WEST BATON ROUGE PARISH, LA  
WHEELER COUNTY, OR  
YAMHILL COUNTY, OR  
COUNTY OF BOX ELDER, UT  
COUNTY OF CACHE, UT  
COUNTY OF RICH, UT  
COUNTY OF WEBER, UT  
COUNTY OF MORGAN, UT  
COUNTY OF DAVIS, UT  
COUNTY OF SUMMIT, UT  
COUNTY OF DAGGETT, UT  
COUNTY OF SALT LAKE, UT  
COUNTY OF TOOELE, UT  
COUNTY OF UTAH, UT  
COUNTY OF WASATCH, UT  
COUNTY OF DUCHESNE, UT  
COUNTY OF Uintah, UT  
COUNTY OF CARBON, UT  
COUNTY OF SANPETE, UT  
COUNTY OF JUAB, UT  
COUNTY OF MILLARD, UT  
COUNTY OF SEVIER, UT  
COUNTY OF EMERY, UT  
COUNTY OF GRAND, UT  
COUNTY OF BEVER, UT  
COUNTY OF PIUTE, UT  
COUNTY OF WAYNE, UT  
COUNTY OF SAN JUAN, UT  
COUNTY OF GARFIELD, UT  
COUNTY OF KANE, UT  
COUNTY OF IRON, UT  
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:**

BANKS FIRE DISTRICT, OR  
BATON ROUGE WATER COMPANY  
BEND METRO PARK AND RECREATION DISTRICT  
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA  
BOARDMAN PARK AND RECREATION DISTRICT  
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA  
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL  
CITY OF BOGALUSA SCHOOL BOARD, LA  
CLACKAMAS RIVER WATER  
CLATSKANIE PEOPLE'S UTILITY DISTRICT  
CLEAN WATER SERVICES  
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION  
COOS FOREST PROTECTIVE ASSOCIATION  
CHEHALEM PARK AND RECREATION DISTRICT  
DAVID CROCKETT STEAM FIRE COMPANY #1, LA  
EUGENE WATER AND ELECTRIC BOARD  
HONOLULU INTERNATIONAL AIRPORT

HOODLAND FIRE DISTRICT #74  
 HOUSING AUTHORITY OF PORTLAND  
 ILLINOIS VALLEY FIRE DISTRICT  
 LAFAYETTE AIRPORT COMMISSION, LA  
 LAFOURCHE PARISH HEALTH UNIT – DHH-OPH  
 REGION 3  
 LOUISIANA PUBLIC SERVICE COMMISSION, LA  
 LOUISIANA WATER WORKS  
 MEDFORD WATER COMMISSION  
 MELHEUR COUNTY JAIL, OR  
 METRO REGIONAL GOVERNMENT  
 METRO REGIONAL PARKS  
 METROPOLITAN EXPOSITION RECREATION  
 COMMISSION  
 METROPOLITAN SERVICE DISTRICT (METRO)  
 MULTNOMAH EDUCATION SERVICE DISTRICT  
 NEW ORLEANS REDEVELOPMENT AUTHORITY, LA  
 NORTHEAST OREGON HOUSING AUTHORITY, OR  
 PORT OF BRANDON, OR  
 PORT OF MORGAN CITY, LA  
 PORTLAND DEVELOPMENT COMMISSION, OR  
 PORTLAND FIRE AND RESCUE  
 PORTLAND HOUSING CENTER, OR  
 OREGON COAST COMMUNITY ACTION  
 OREGON HOUSING AND COMMUNITY SERVICES  
 OREGON LEGISLATIVE ADMINISTRATION  
 ROGUE VALLEY SEWER, OR  
 SAINT LANDRY PARISH TOURIST COMMISSION  
 SAINT MARY PARISH REC DISTRICT 2  
 SAINT MARY PARISH REC DISTRICT 3  
 SAINT TAMMANY FIRE DISTRICT 4, LA  
 SALEM MASS TRANSIT DISTRICT  
 SEWERAGE AND WATER BOARD OF NEW ORLEANS,  
 LA  
 SOUTH LAFOURCHE LEVEE DISTRICT, LA  
 TRI-COUNTY METROPOLITAN TRANSPORTATION  
 DISTRICT OF OREGON  
 TUALATIN HILLS PARK & RECREATION DISTRICT  
 TUALATIN VALLEY FIRE & RESCUE  
 TUALATIN VALLEY WATER DISTRICT  
 WILLAMALANE PARK AND RECREATION DISTRICT  
 WILLAMETTE HUMANE SOCIETY

**K-12 INCLUDING BUT NOT LIMITED TO:**

ACADIA PARISH SCHOOL BOARD  
 BEAVERTON SCHOOL DISTRICT  
 BEND-LA PINE SCHOOL DISTRICT  
 BOGALUSA HIGH SCHOOL, LA  
 BOSSIER PARISH SCHOOL BOARD  
 BROOKING HARBOR SCHOOL DISTRICT  
 CADDO PARISH SCHOOL DISTRICT  
 CALCASIEU PARISH SCHOOL DISTRICT  
 CANBY SCHOOL DISTRICT  
 CANYONVILLE CHRISTIAN ACADEMY  
 CASCADE SCHOOL DISTRICT  
 CASCADES ACADEMY OF CENTRAL OREGON  
 CENTENNIAL SCHOOL DISTRICT  
 CENTRAL CATHOLIC HIGH SCHOOL  
 CENTRAL POINT SCHOOL DISTRICT NO.6  
 CENTRAL SCHOOL DISTRICT 13J  
 COOS BAY SCHOOL DISTRICT NO.9  
 CORVALLIS SCHOOL DISTRICT 509J  
 COUNTY OF YAMHILL SCHOOL DISTRICT 29  
 CULVER SCHOOL DISTRICT

DALLAS SCHOOL DISTRICT NO.2  
 DAVID DOUGLAS SCHOOL DISTRICT  
 DAYTON SCHOOL DISTRICT NO.8  
 DE LA SALLE N CATHOLIC HS  
 DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
 DOUGLAS EDUCATIONAL DISTRICT SERVICE  
 DUFUR SCHOOL DISTRICT NO.29  
 EAST BATON ROUGE PARISH SCHOOL DISTRICT  
 ESTACADA SCHOOL DISTRICT NO.10B  
 FOREST GROVE SCHOOL DISTRICT  
 GEORGE MIDDLE SCHOOL  
 GLADSTONE SCHOOL DISTRICT  
 GRANTS PASS SCHOOL DISTRICT 7  
 GREATER ALBANY PUBLIC SCHOOL DISTRICT  
 GRESHAM BARLOW JOINT SCHOOL DISTRICT  
 HEAD START OF LANE COUNTY  
 HIGH DESERT EDUCATION SERVICE DISTRICT  
 HILLSBORO SCHOOL DISTRICT  
 HOOD RIVER COUNTY SCHOOL DISTRICT  
 JACKSON CO SCHOOL DIST NO.9  
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
 JEFFERSON PARISH SCHOOL DISTRICT  
 JEFFERSON SCHOOL DISTRICT  
 JUNCTION CITY SCHOOLS, OR  
 KLAMATH COUNTY SCHOOL DISTRICT  
 KLAMATH FALLS CITY SCHOOLS  
 LAFAYETTE PARISH SCHOOL DISTRICT  
 LAKE OSWEGO SCHOOL DISTRICT 7J  
 LANE COUNTY SCHOOL DISTRICT 4J  
 LINCOLN COUNTY SCHOOL DISTRICT  
 LINN CO. SCHOOL DIST. 95C  
 LIVINGSTON PARISH SCHOOL DISTRICT  
 LOST RIVER JR/SR HIGH SCHOOL  
 LOWELL SCHOOL DISTRICT NO.71  
 MARION COUNTY SCHOOL DISTRICT  
 MARION COUNTY SCHOOL DISTRICT 103  
 MARIST HIGH SCHOOL, OR  
 MCMINNVILLE SCHOOL DISTRICT NOAO  
 MEDFORD SCHOOL DISTRICT 549C  
 MITCH CHARTER SCHOOL  
 MONROE SCHOOL DISTRICT NO.1J  
 MORROW COUNTY SCHOOL DIST, OR  
 MULTNOMAH EDUCATION SERVICE DISTRICT  
 MULTISENSORY LEARNING ACADEMY  
 MYRTLE PINT SCHOOL DISTRICT 41  
 NEAH-KAH-NIE DISTRICT NO.56  
 NEWBERG PUBLIC SCHOOLS  
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
 NOBEL LEARNING COMMUNITIES  
 NORTH BEND SCHOOL DISTRICT 13  
 NORTH CLACKAMAS SCHOOL DISTRICT  
 NORTH DOUGLAS SCHOOL DISTRICT  
 NORTH WASCO CITY SCHOOL DISTRICT 21  
 NORTHWEST REGIONAL EDUCATION SERVICE  
 DISTRICT  
 ONTARIO MIDDLE SCHOOL  
 OREGON TRAIL SCHOOL DISTRICT NOA6  
 ORLEANS PARISH SCHOOL DISTRICT  
 PHOENIX-TALENT SCHOOL DISTRICT NOA  
 PLEASANT HILL SCHOOL DISTRICT  
 PORTLAND JEWISH ACADEMY  
 PORTLAND PUBLIC SCHOOLS  
 RAPIDES PARISH SCHOOL DISTRICT  
 REDMOND SCHOOL DISTRICT  
 REYNOLDS SCHOOL DISTRICT

ROGUE RIVER SCHOOL DISTRICT  
 ROSEBURG PUBLIC SCHOOLS  
 SCAPPOOSE SCHOOL DISTRICT 1J  
 SAINT TAMMANY PARISH SCHOOL BOARD, LA  
 SEASIDE SCHOOL DISTRICT 10  
 SHERWOOD SCHOOL DISTRICT 88J  
 SILVER FALLS SCHOOL DISTRICT 4J  
 SOUTH LANE SCHOOL DISTRICT 45J3  
 SOUTHERN OREGON EDUCATION SERVICE  
 DISTRICT  
 SPRINGFIELD PUBLIC SCHOOLS  
 SUTHERLIN SCHOOL DISTRICT  
 SWEET HOME SCHOOL DISTRICT NO.55  
 TERREBONNE PARISH SCHOOL DISTRICT  
 THE CATLIN GABEL SCHOOL  
 TIGARD-TUALATIN SCHOOL DISTRICT  
 UMATILLA MORROW ESD  
 WEST LINN WILSONVILLE SCHOOL DISTRICT  
 WILLAMETTE EDUCATION SERVICE DISTRICT  
 WOODBURN SCHOOL DISTRICT  
 YONCALLA SCHOOL DISTRICT  
 ACADEMY FOR MATH ENGINEERING & SCIENCE  
 (AMES), UT  
 ALIANZA ACADEMY , UT  
 ALPINE DISTRICT , UT  
 AMERICAN LEADERSHIP ACADEMY , UT  
 AMERICAN PREPARATORY ACADEMY , UT  
 BAER CANYON HIGH SCHOOL FOR SPORTS &  
 MEDICAL SCIENCES , UT  
 BEAR RIVER CHARTER SCHOOL , UT  
 BEAVER SCHOOL DISTRICT , UT  
 BEEHIVE SCIENCE & TECHNOLOGY ACADEMY  
 (BSTA) , UT  
 BOX ELDER SCHOOL DISTRICT , UT  
 CBA CENTER , UT  
 CACHE SCHOOL DISTRICT , UT  
 CANYON RIM ACADEMY , UT  
 CANYONS DISTRICT , UT  
 CARBON SCHOOL DISTRICT , UT  
 CHANNING HALL , UT  
 CHARTER SCHOOL LEWIS ACADEMY , UT  
 CITY ACADEMY , UT  
 DAGGETT SCHOOL DISTRICT , UT  
 DAVINCI ACADEMY , UT  
 DAVIS DISTRICT , UT  
 DUAL IMMERSION ACADEMY , UT  
 DUCHESNE SCHOOL DISTRICT , UT  
 EARLY LIGHT ACADEMY AT DAYBREAK , UT  
 EAST HOLLYWOOD HIGH , UT  
 EDITH BOWEN LABORATORY SCHOOL , UT  
 EMERSON ALCOTT ACADEMY , UT  
 EMERY SCHOOL DISTRICT , UT  
 ENTHEOS ACADEMY , UT  
 EXCELSIOR ACADEMY , UT  
 FAST FORWARD HIGH , UT  
 FREEDOM ACADEMY , UT  
 GARFIELD SCHOOL DISTRICT , UT  
 GATEWAY PREPARATORY ACADEMY , UT  
 GEORGE WASHINGTON ACADEMY , UT  
 GOOD FOUNDATION ACADEMY , UT  
 GRAND SCHOOL DISTRICT , UT  
 GRANITE DISTRICT , UT  
 GUADALUPE SCHOOL , UT  
 HAWTHORN ACADEMY , UT  
 INTECH COLLEGIATE HIGH SCHOOL , UT

IRON SCHOOL DISTRICT , UT  
 ITINERIS EARLY COLLEGE HIGH , UT  
 JOHN HANCOCK CHARTER SCHOOL , UT  
 JORDAN DISTRICT , UT  
 JUAB SCHOOL DISTRICT , UT  
 KANE SCHOOL DISTRICT , UT  
 KARL G MAESER PREPARATORY ACADEMY , UT  
 LAKEVIEW ACADEMY , UT  
 LEGACY PREPARATORY ACADEMY , UT  
 LIBERTY ACADEMY , UT  
 LINCOLN ACADEMY , UT  
 LOGAN SCHOOL DISTRICT , UT  
 MARIA MONTESSORI ACADEMY , UT  
 MERIT COLLEGE PREPARATORY ACADEMY , UT  
 MILLARD SCHOOL DISTRICT , UT  
 MOAB CHARTER SCHOOL , UT  
 MONTICELLO ACADEMY , UT  
 MORGAN SCHOOL DISTRICT , UT  
 MOUNTAINVILLE ACADEMY , UT  
 MURRAY SCHOOL DISTRICT , UT  
 NAVIGATOR POINTE ACADEMY , UT  
 NEBO SCHOOL DISTRICT , UT  
 NO UT ACAD FOR MATH ENGINEERING & SCIENCE  
 (NUAMES) , UT  
 NOAH WEBSTER ACADEMY , UT  
 NORTH DAVIS PREPARATORY ACADEMY , UT  
 NORTH SANPETE SCHOOL DISTRICT , UT  
 NORTH STAR ACADEMY , UT  
 NORTH SUMMIT SCHOOL DISTRICT , UT  
 ODYSSEY CHARTER SCHOOL , UT  
 OGDEN PREPARATORY ACADEMY , UT  
 OGDEN SCHOOL DISTRICT , UT  
 OPEN CLASSROOM , UT  
 OPEN HIGH SCHOOL OF UTAH , UT  
 OQUIRRH MOUNTAIN CHARTER SCHOOL , UT  
 PARADIGM HIGH SCHOOL , UT  
 PARK CITY SCHOOL DISTRICT , UT  
 PINNACLE CANYON ACADEMY , UT  
 PIUTE SCHOOL DISTRICT , UT  
 PROVIDENCE HALL , UT  
 PROVO SCHOOL DISTRICT , UT  
 QUAIL RUN PRIMARY SCHOOL , UT  
 QUEST ACADEMY , UT  
 RANCHES ACADEMY , UT  
 REAGAN ACADEMY , UT  
 RENAISSANCE ACADEMY , UT  
 RICH SCHOOL DISTRICT , UT  
 ROCKWELL CHARTER HIGH SCHOOL , UT  
 SALT LAKE ARTS ACADEMY , UT  
 SALT LAKE CENTER FOR SCIENCE EDUCATION, UT  
 SALT LAKE SCHOOL DISTRICT , UT  
 SALT LAKE SCHOOL FOR THE PERFORMING ARTS,  
 UT  
 SAN JUAN SCHOOL DISTRICT , UT  
 SEVIER SCHOOL DISTRICT , UT  
 SOLDIER HOLLOW CHARTER SCHOOL , UT  
 SOUTH SANPETE SCHOOL DISTRICT , UT  
 SOUTH SUMMIT SCHOOL DISTRICT , UT  
 SPECTRUM ACADEMY , UT  
 SUCCESS ACADEMY , UT  
 SUCCESS SCHOOL , UT  
 SUMMIT ACADEMY , UT  
 SUMMIT ACADEMY HIGH SCHOOL , UT  
 SYRACUSE ARTS ACADEMY , UT  
 THOMAS EDISON - NORTH , UT

TIMPANOGOS ACADEMY , UT  
 TINTIC SCHOOL DISTRICT , UT  
 TOOOLE SCHOOL DISTRICT , UT  
 TUACAHN HIGH SCHOOL FOR THE PERFORMING  
 ARTS , UT  
 UINTAH RIVER HIGH , UT  
 UINTAH SCHOOL DISTRICT , UT  
 UTAH CONNECTIONS ACADEMY , UT  
 UTAH COUNTY ACADEMY OF SCIENCE , UT  
 UTAH ELECTRONIC HIGH SCHOOL , UT  
 UTAH SCHOOLS FOR DEAF & BLIND , UT  
 UTAH STATE OFFICE OF EDUCATION , UT  
 UTAH VIRTUAL ACADEMY , UT  
 VENTURE ACADEMY , UT  
 VISTA AT ENTRADA SCHOOL OF PERFORMING  
 ARTS AND TECHNOLOGY , UT  
 WALDEN SCHOOL OF LIBERAL ARTS , UT  
 WASATCH PEAK ACADEMY , UT  
 WASATCH SCHOOL DISTRICT , UT  
 WASHINGTON SCHOOL DISTRICT , UT  
 WAYNE SCHOOL DISTRICT , UT  
 WEBER SCHOOL DISTRICT , UT  
 WEILENMANN SCHOOL OF DISCOVERY , UT

**HIGHER EDUCATION**

ARGOSY UNIVERSITY  
 BATON ROUGE COMMUNITY COLLEGE, LA  
 BIRTHINGWAY COLLEGE OF MIDWIFERY  
 BLUE MOUNTAIN COMMUNITY COLLEGE  
 BRIGHAM YOUNG UNIVERSITY - HAWAII  
 CENTRAL OREGON COMMUNITY COLLEGE  
 CENTENARY COLLEGE OF LOUISIANA  
 CHEMEKETA COMMUNITY COLLEGE  
 CLACKAMAS COMMUNITY COLLEGE  
 COLLEGE OF THE MARSHALL ISLANDS  
 COLUMBIA GORGE COMMUNITY COLLEGE  
 CONCORDIA UNIVERSITY  
 GEORGE FOX UNIVERSITY  
 KLAMATH COMMUNITY COLLEGE DISTRICT  
 LANE COMMUNITY COLLEGE  
 LEWIS AND CLARK COLLEGE  
 LINFIELD COLLEGE  
 LINN-BENTON COMMUNITY COLLEGE  
 LOUISIANA COLLEGE, LA  
 LOUISIANA STATE UNIVERSITY  
 LOUISIANA STATE UNIVERSITY HEALTH SERVICES  
 MARYLHURST UNIVERSITY  
 MT. HOOD COMMUNITY COLLEGE  
 MULTNOMAH BIBLE COLLEGE  
 NATIONAL COLLEGE OF NATURAL MEDICINE  
 NORTHWEST CHRISTIAN COLLEGE  
 OREGON HEALTH AND SCIENCE UNIVERSITY  
 OREGON INSTITUTE OF TECHNOLOGY  
 OREGON STATE UNIVERSITY  
 OREGON UNIVERSITY SYSTEM  
 PACIFIC UNIVERSITY  
 PIONEER PACIFIC COLLEGE  
 PORTLAND COMMUNITY COLLEGE  
 PORTLAND STATE UNIVERSITY  
 REED COLLEGE  
 RESEARCH CORPORATION OF THE UNIVERSITY OF  
 HAWAII  
 ROGUE COMMUNITY COLLEGE  
 SOUTHEASTERN LOUISIANA UNIVERSITY

SOUTHERN OREGON UNIVERSITY (OREGON  
 UNIVERSITY SYSTEM)  
 SOUTHWESTERN OREGON COMMUNITY COLLEGE  
 TULANE UNIVERSITY  
 TILLAMOOK BAY COMMUNITY COLLEGE  
 UMPQUA COMMUNITY COLLEGE  
 UNIVERSITY OF HAWAII BOARD OF REGENTS  
 UNIVERSITY OF HAWAII-HONOLULU COMMUNITY  
 COLLEGE  
 UNIVERSITY OF OREGON-GRADUATE SCHOOL  
 UNIVERSITY OF PORTLAND  
 UNIVERSITY OF NEW ORLEANS  
 WESTERN OREGON UNIVERSITY  
 WESTERN STATES CHIROPRACTIC COLLEGE  
 WILLAMETTE UNIVERSITY  
 XAVIER UNIVERSITY  
 UTAH SYSTEM OF HIGHER EDUCATION, UT  
 UNIVERSITY OF UTAH, UT  
 UTAH STATE UNIVERSITY, UT  
 WEBER STATE UNIVERSITY, UT  
 SOUTHERN UTAH UNIVERSITY, UT  
 SNOW COLLEGE, UT  
 DIXIE STATE COLLEGE, UT  
 COLLEGE OF EASTERN UTAH, UT  
 UTAH VALLEY UNIVERSITY, UT  
 SALT LAKE COMMUNITY COLLEGE, UT  
 UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

**STATE AGENCIES**

ADMIN. SERVICES OFFICE  
 BOARD OF MEDICAL EXAMINERS  
 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
 HAWAII DEPARTMENT OF TRANSPORTATION  
 HAWAII HEALTH SYSTEMS CORPORATION  
 OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
 OFFICE OF THE STATE TREASURER  
 OREGON BOARD OF ARCHITECTS  
 OREGON CHILD DEVELOPMENT COALITION  
 OREGON DEPARTMENT OF EDUCATION  
 OREGON DEPARTMENT OF FORESTRY  
 OREGON DEPT OF TRANSPORTATION  
 OREGON DEPT. OF EDUCATION  
 OREGON LOTTERY  
 OREGON OFFICE OF ENERGY  
 OREGON STATE BOARD OF NURSING  
 OREGON STATE DEPT OF CORRECTIONS  
 OREGON STATE POLICE  
 OREGON TOURISM COMMISSION  
 OREGON TRAVEL INFORMATION COUNCIL  
 SANTIAM CANYON COMMUNICATION CENTER  
 SEIU LOCAL 503, OPEU  
 SOH- JUDICIARY CONTRACTS AND PURCH  
 STATE DEPARTMENT OF DEFENSE, STATE OF  
 HAWAII  
 STATE OF HAWAII  
 STATE OF HAWAII, DEPT. OF EDUCATION  
 STATE OF LOUISIANA  
 STATE OF LOUISIANA DEPT. OF EDUCATION  
 STATE OF LOUISIANA, 26<sup>TH</sup> JUDICIAL DISTRICT  
 ATTORNEY  
 STATE OF UTAH





NOTICE OF SOLICITATION

SOLICITATION # 2018011

September 20, 2017

REQUEST FOR PROPOSAL FOR: INFORMATION TECHNOLOGY SOLUTIONS & SERVICES

PROPOSAL DUE DATE AND TIME: October 23, 2017 – 3:00 P.M. LOCAL ARIZONA TIME

Notice is hereby given sealed proposals will be received by the Purchasing Division, City of Mesa, Mesa City Plaza, 20 East Main Street, Suite #400, Mesa, Arizona 85201, until the date and time cited above. Proposals received by the correct date and time will be opened publicly and read aloud by the Purchasing Division's Procurement Administrator (or designated representative).

Table with 2 columns: Event Name and Date/Time. Rows include Issue Request for Proposals, Pre-Proposal Conference, Questions due from Proposers, City of Mesa response to Questions, and Proposal Due Date.

VENDOR CONFERENCE / SITE VISIT:

Date and Time: October 3, 2017 – 10:00 a.m. local Arizona time
Location: City of Mesa – Mesa City Plaza
20 E Main Street, Conference Room 450 South
Mesa, AZ 85201
Teleconference Number: 480-644-6120; PIN 319405

The conference provides interested parties an opportunity to discuss the City and National IPA's needs and ask questions. Please read the entire solicitation package and submit the proposal in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the proposal. Proposal envelopes with insufficient postage will not be accepted by the City of Mesa.

Proposals must be in the actual possession of the Purchasing Division Office at the location indicated, on or prior to the exact date and time indicated above. Late submittals shall not be considered under any circumstances.

Questions concerning this solicitation should be directed, IN WRITING, to the following Purchasing contacts or their designees:

Technical Questions: Sharon Brause, CPPPO, CPPB, CPCP
Senior Procurement Officer
PHONE: 480-644-2815
FAX: (480) 644-2655
Sharon.Brause@MesaAZ.gov

General or Process Questions: Cyndi Gonzales
Procurement Specialist
PHONE: 480-644-2179
FAX: (480) 644-2655
Cyndi.Gonzales@MesaAZ.gov

NOTE: THE CITY OF MESA PUBLISHES ITS SOLICITATIONS, ATTACHMENTS, AND ADDENDA ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS: http://www.mesaaz.gov/business/purchasing

All vendors wishing to conduct business with the City are required to register and maintain all information used for the notification of solicitation opportunities and issuance of payment in the Vendor Self Service (VSS) system. To register and view additional vendor information, go to http://mesaaz.gov/business/purchasing/vendor-self-service.

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## **INSTRUCTIONS**

1. **GENERAL:** Please read the entire Solicitation package and all attachments before submitting a Response. Responses must be in accordance with the provisions, specifications and instructions set forth herein and will be accepted until the date and time the Response is due.
2. **VENDOR QUESTIONS:** All questions regarding the contents of this Solicitation, and Solicitation process (including requests for ADA accommodations), must be directed solely to the Procurement Officer or the Purchasing Administrator. Questions should be submitted in writing via letter, fax or email. Questions received after due date and time for vendor questions (October 6<sup>th</sup>) may be answered at the discretion of the City.
3. **INSTRUCTIONS FOR PREPARING AND SUBMITTING RESPONSE:** Respondents will have the option to submit their responses either electronically or physically through hard copy response. Respondents shall provide their Responses in accordance with the following form and content requirements:

### **ELECTRONIC RESPONSE:**

- a. Responses shall be submitted through the City of Mesa's Purchasing Website at <http://www.mesaaz.gov/business/purchasing/bid-opportunities> under the appropriate solicitation opportunity. Submissions submitted elsewhere or under the wrong solicitation will not be considered.
- b. Responses must be signed by an authorized representative of Respondent with the authority to bind Respondent to make such commitments to the City set forth in the Response.
- c. Responses should be specific to the Solicitation and present details on all requested information in a concise manner.

### **HARD COPY RESPONSE:**

- a. Submit **one (1) signed original hardcopy** of all Response documents along with **three (3) copies**. Do **not** use spiral binding or comb binding on Responses or any Response documents. Three-ring binders are preferred for large submissions.
- b. Submit **one (1) flash drive** providing all Response documents in PDF, Word, and Excel (utilize Excel only if spreadsheets/graphs/charts are included as a part of the Response).
- c. All Responses must be signed, sealed and addressed to the Purchasing Division and Respondents shall address all Responses identified with a shipping address, serial number, and title in the following manner:

City of Mesa  
Mesa City Plaza - Purchasing Division  
20 East Main Street, Suite 400  
Mesa, Arizona 85201

#### **RFP No. 2018011 – Information Technology Solutions & Services**

- d. Responses must be signed by an authorized representative of Respondent with the authority to bind Respondent to make such commitments to the City set forth in the Response.
- e. Responses should be specific to the Solicitation and present details on all requested information in a concise manner.

## INSTRUCTIONS

### 4. RESPONSE FORMAT:

**Table of Contents.** Identify contents by tab and page number

**TAB 1 - Letter of Transmittal.** A brief letter of transmittal should be submitted that includes the following information:

1. The Respondent's understanding of the work to be performed.
2. A positive commitment to perform the service within the time period specified.
3. The names of key persons, representatives, project managers who will be the main contacts for the City regarding this Solicitation.

**TAB 2 - Program Description AND Method of Approach.** Clearly define the services/products offered and Respondent's method of approach to including, but not limited, to the following criteria:

1. Provide a response to the national program.
  - a. Include a detailed response to Attachment D, Exhibit A, National IPA Response for National Cooperative contract. Responses should 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 National IPA.
  - b. The successful offeror will be required to sign Attachment D, Exhibit B, National IPA Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the National IPA Administration Agreement.
2. Provide a description of the product lines that can be provided by your firm.
3. Provide a description of the services that can be provided by your firm.
4. Provide a detailed description of any programs available for Participating Agencies seeking to set and meet goals for historically underutilized businesses (e.g. minority, woman, veteran, disabled, etc.). Discuss how transactions between offeror and tier one suppliers and Participating Agencies and tier one suppliers will be tracked and accounted for and any quality assurance measures that are in place to assure a high-performance standard for tier one suppliers.
5. Describe how your firm proposes to distribute the products/services nationwide.
6. Identify all subcontractors that will be involved in processing agency orders under this contract and describe their distribution/delivery processes.
7. Provide the number, size and location of your firm's distribution facilities, warehouses, and retail network as applicable Provide information on the productivity of your facilities and systems as follows:
  - a. How many orders are processed daily on an average
  - b. How many devices does your facility configure daily on an average
  - c. What is the highest number of orders processed in a single day
  - d. What is the highest number of devices configured in a single day from the facilities described
8. State any return and restocking policy, and any fees, if applicable associated with returns.
9. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?
10. Describe your delivery commitment:
  - a. What is your fill rate guarantee?
  - b. What are your delivery days?
  - c. Do you offer next day delivery?
  - d. How do you facilitate emergency orders?
  - e. Are shipping charges exempt for ALL who use this contract?
  - f. Describe how problems (such as a customer ordering a wrong product or a customer receiving a defective product; etc.) are resolved.
11. Describe the types of customer service available to agencies that use this contract:

Deleted: materials

## **INSTRUCTIONS**

- a. Is online support available?
  - b. Is phone support available?
  - c. Can agencies request a dedicated service representative and/or a dedicated service team? If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?
  - d. How are problems resolved?
  - e. What are the location and hours of your call centers?
  - f. What response time is guaranteed when a customer service request is made?
  - g. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings?
  - h. Describe in detail your company's ability to hold/warehouse customers' orders and if there are any cost associated.
12. Describe how your company will assist customers in navigating OEM warranty process.
  13. Describe how your firm will notify customers of new products.
  14. Describe how your company will assist and support customers when their standardized is reaching EOL (end of life).
  15. Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support available, the location of technical support, and the hours of technical support. Is it the intent to use employees of your company or will this be an outsourced function?
  16. Describe what other services you offer that would be applicable to this contract (e.g., cloud, services, maintenance, implementation, design, analysis, training, repair, etc.)
  17. Describe options for leasing and financing and the various payment methods accepted.

**TAB 3 - Pricing Forms.** The cost portion of the Response should include the following criteria:

1. Provide price proposal as requested on the Pricing Document (Attachment A – "National" TAB) attached herein. In addition to indicating your proposed discounts on the Price Page, you must also apply those discounts to the sample items listed in the City's Market Basket listed in Attachment A.
2. Propose and provide details of additional discounts or rebates for volume orders, special manufacturers' offers, free goods program, total annual spend, etc.

**TAB 4 - Qualifications. (Abilities, Experience and Expertise).** The following information should be included:

1. Provide a brief history and description of your firm. Discuss firm's national presence in the IT solutions industry.
2. Provide the total number and location of sales persons employed by your firm.
3. Provide the number and location of support centers (if applicable).
5. Provide Public sector sales figures for 2014, 2015 and 2016 and the percentage mix of hardware, software, and services
6. Please submit your FEIN and Dunn & Bradstreet report.
7. Provide a summarization of your experience in performing work similar to that outlined in this solicitation.
8. Provide a minimum of three references for which your firm has provided the same solution (please include company name, address, contact person, phone number, email address and dates of service). References from other public agencies, particularly municipal governments, are preferred.
9. Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s). Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References should include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference.
10. Provide information regarding if your organization ever failed to complete any work awarded.

## **INSTRUCTIONS**

11. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

### **TAB 5 – Technology.**

1. Describe your website and the ease-of-use for customers to perform the following types of tasks:
  - a. to search for products
  - b. to find alternate products (if a certain product is not available)
  - c. to perform side-by-side price comparison of products
  - d. to order products
  - f. to track order status, to include backordered items
  - g. to determine when an item was received and who received it
  - h. to restrict/block the ordering of certain line items and to restrict/block the ordering of groups
  - i. to create approval paths/levels for orders, to include creating an approval path for restricted items
  - j. to create a “favorites” list or subscribed purchases other personalized list of frequently ordered items
  - k. to create a “shared” list for an agency to use
  - l. to obtain online customer service
  - m. to receive online training
  - n. to accept credit card payment (and describe the level of data offered; also describe your security measures for credit card orders)
  - o. to track their budget for purchases
  - p. to generate reports
2. Describe additional functionality offered by your website. Provide screen shots, a demo “CD/jump drive,” a demo URL, a manual, etc., or any other format that will aid the City in our evaluation of your website.
3. Describe any national awards and/or other recognition that your website has received.
4. Describe the hours your website is available? What are your hours of downtime, such as for system maintenance?
5. Does your website offer real time product availability?
6. How does your company leverage your website to inform customers of the additional savings that may be available.
7. Describe the types of email confirmations that your website generates. What events trigger an email going to the customer?
8. Describe the registration process to set up new customers for your online ordering process. Is self-registration available? If an agency does not want self-registration, are you available to assist in the registration process?
9. Describe if your website can be customized for an agency’s specific needs, such as placing our logo on your website, associating an agency blanket purchase order number on all orders, creating a bulletin board or other place to display customized messages, displaying approved configurations, naming certain fields (i.e., user defined fields, ability to include budget information), etc.
10. Describe the types of online reporting that are available. Is customized reporting available?
11. Describe your online return process (if available).
12. Describe any third-party integration that you have successfully implemented. For example, is your website integrated with any third-party procurement, financial, or purchasing/credit card systems? Is there a cost for these services?
13. Describe your strategic vision for your website – i.e., Is new functionality expected to be added? If so, describe the functionality and the timeline for implementation. How often is the web redesigned? As technology evolves (for example, new search engines are more robust), does your website evolve, too? Etc.

**TAB 6 - Other Forms.** The following forms should be completed and signed:

## **INSTRUCTIONS**

1. Vendor Information form
  2. Exceptions & Confidential Information form
  3. General Questionnaire form
  4. Lawful Presence Affidavit
  5. Respondent Certification form (Offer and Acceptance)
  6. Respondent Questionnaire
  7. W-9 Form. All responses should include a fully completed, current W-9 form. Failure to include the W-9 will not disqualify your response, however the W-9 must be submitted to the City prior to the execution of any contract pursuant to this Solicitation. (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
5. **RESPONSE CHECKLIST:** This checklist is provided for your convenience. It is not necessary to return a copy with your Response. Only submit the requested forms and any other requested or descriptive literature.
- Response will be sent in time to be received by City before Response due date and time.
  - Original and proper number of copies submitted
  - Response container properly labeled
  - Pricing, math double-checked, form completed and included (Attachment A)
  - Required Response Forms completed and included (Attachment B)
  - Respondent Questionnaire form completed and included (Attachment C)
  - Response to a National Program (Attachment D)
  - W-9 Request for Taxpayer Identification Number and Certification form completed and included (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
  - Warranty information, as applicable
6. **ADDENDA:** Any changes to the solicitation document will be in the form of an addendum. Addenda are posted on the City website. Contractors are cautioned to check the Purchasing Website or the Self-Service portal for addenda prior to submitting their Response. The City will not be held responsible if a vendor fails to receive any addenda issued. *The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City and Contractors are cautioned not to rely on any such changes.* Failure to acknowledge receipt of an addendum may result in disqualification of a Response.
7. **RESPONSE OPENING:** The City will open all Responses properly and timely submitted, and will record the names and other information specified by law and rule. No responsibility will attach to the City of Mesa, its employees or agents for premature opening of a Response that is not properly addressed and identified. All Responses become the property of the City and will not be returned except in the case of a late submission. Results, as read at the public opening, will be posted on the City website. Responses will be available to the public in accordance with the City Procurement Rules.
8. **LATE RESPONSES:** The Respondent assumes responsibility for having the Response delivered on time at the place specified. All Responses received after the Response Due date and time shall not be considered and will be returned unopened to the Respondent. The Respondent assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Mesa, or any private courier, regardless whether sent by mail or by means of personal delivery. Respondents must allow adequate time to accommodate all registration and security screenings at the delivery site; a valid photo I.D. may be required. It shall not be sufficient to show that Respondent mailed or commenced delivery before the due date and time as the Response must be received by the City prior to the specified date/time. All times are Mesa, Arizona local times. Respondents agree to accept the time stamp in the City Purchasing Office as the official time.
9. **RESPONSE FIRM TIME:** Responses shall remain firm and unaltered after opening for **180** Days unless the time is extended or amended as agreed upon Respondent and the City. Examples of where an extension or amendment may be necessary include, but are not limited to: (i) contract negotiations with selected Respondent; (ii) submission of a Best and Final Offer by Respondent;

## **INSTRUCTIONS**

(iii) City needing additional time to review responses. The City may accept the Response, subject to successful contract negotiations, at any time during this period.

10. **LOBBYING PROHIBITION:** Any communication regarding this Solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this Solicitation and the City including, but not limited to, City Council, City employees, and consultants hired to assist the City in the Solicitation, is prohibited.

This prohibition is imposed from the time of the first public notice of the Solicitation until the City cancels the Solicitation, rejects all Responses, awards a contract, or otherwise takes action which ends the Solicitation process. This section shall not prohibit public comment at any City Council meeting, study session, or City Council committee meeting.

This prohibition shall not apply to Respondent-initiated communication with the contact(s) identified in the Solicitation or City-initiated communications for the purposes of conducting the procurement including, but not limited to, vendor conferences, clarification of Responses, presentations if provided pursuant to the Solicitation, requests for Best and Final Responses (as set forth in the City Procurement Rules), contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.

Violations of this provision shall be reported to the Purchasing Administrator. Persons violating this prohibition may be subject to a warning letter or rejection of their Response depending on the nature of the violation.

11. **LAWFUL PRESENCE IN THE UNITED STATES:** Arizona Revised Statutes § 1-501 and § 1-502 require all persons who will be awarded a contract (a Public Benefit as defined in 8 USC Section 1621) must demonstrate they are lawfully present in the United States. Person under the statute is defined as a natural person and therefore excludes Limited Liability Companies, Corporations, Partnerships, or other similar types of business entities as indicated on a W-9 form.

Individuals (natural persons) or Sole Proprietorships must complete the affidavit in the "Required Response Forms" section of this Solicitation. Respondents that fail to provide a completed affidavit and provided the necessary documentation may be deemed non-responsive.

12. **COMMENCEMENT OF WORK:** If a Respondent begins any billable work prior to the City's final approval and execution of the contract, Respondent does so at its own risk.

13. **RESPONSIBILITY TO READ AND UNDERSTAND:** Failure to read, examine and understand the Solicitation and any of its addenda will not excuse any failure to comply with the requirements of the Solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. The City is not responsible for and will not pay any costs associated with the preparation and submission of a Response. Respondents are cautioned to verify their Responses before submission, as amendments to or withdrawal of Responses submitted after time specified for opening of Responses may not be considered. The City will not be responsible for any Respondent errors or omissions.



## **INSTRUCTIONS**

14. **FORM AND CONTENT OF RESPONSES:** Responses may be submitted on-line (if the option is indicated), mailed or hand-delivered. E-mail or fax submissions will not be accepted. Unless otherwise instructed or allowed, Responses shall be submitted on the forms provided. An original and the designated number of copies of each Response are required. Responses, including modifications, must be submitted in ink, typed, electronically, or printed form and signed by an authorized representative of the Respondent. Please line through and initial rather than erase changes. Any modifications to the Solicitation must be identified in the "Exceptions" section of the required response forms. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the Response as non-responsive. The City reserves the right at its sole discretion to negotiate exceptions with a Respondent. If the Response is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that Responses be submitted on disk, flash drive, or through electronic means. The Response must provide all information requested and must address all points set forth in the Solicitation.
15. **SPECIFICATIONS:** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. The use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. If a Respondent wishes to provide a material or service that is not the brand name, the equivalent material or service must meet the standard of quality of the brand name product, which is determined at the City's sole discretion. Equivalent products will be considered upon showing the other product meets stated specifications and is equivalent to the brand name product in terms of quality, performance and desired characteristics. Products that are substantially equivalent to those brands designated will qualify for consideration.
- Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name product is on the Respondent. The City reserves the right to reject Responses that the City deems unacceptable for any reason.
16. **MODIFICATION/WITHDRAWAL OF RESPONSE:** Written requests to modify or withdraw a Response received by the City prior to the scheduled opening time for Responses will be accepted and will be corrected after the Response due date and time. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the Response and marked as a MODIFICATION or WITHDRAWAL of the Response. Requests for withdrawal after the Response Due date and time will only be granted upon proof of undue hardship and may result in the forfeiture of any Response security. Any withdrawal after the Response due date and time shall be allowed solely at the City's discretion.
17. **DEBARMENT DISCLOSURE:** If the Respondent has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government or agency, or if any such preclusion from participation from any public procurement activity is currently pending, the Respondent shall include a letter with its Response identifying the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances must be provided by the Respondent, including the details enumerated above. A Response from a Respondent who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected. Failure of a Respondent to disclose a debarment or suspension in accordance with this Section may result in the Response being disqualified for award of the Solicitation.

## INSTRUCTIONS

18. **RESERVATIONS:** The City reserves the right to reject any or all Responses or any part thereof; to re-issue the Solicitation; to reject non-responsive or non-responsible Responses; to reject unbalanced Responses; to reject Responses where the terms, prices, or awards are conditioned upon another event; to reject individual Responses for failure to meet any requirement; to award by item, part or portion of an item, group of items, geographical region or total; to make multiple awards; to waive minor irregularities, defects, omissions, informalities, technicalities or form errors in any Response; to conduct exclusive or concurrent negotiations of any terms, conditions, or exceptions taken by a Respondent or the terms of any agreement/document a Respondent would require the City to sign should Respondent be awarded a contract; and to reject Responses that are outside the City's budgeted amount for the products or services that are the subject of the Solicitation. The City may seek clarification of the Response from Respondent at any time, and failure to respond is cause for rejection. Submission of a Response confers no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the Respondent and the City until the City executes a written contract or purchase order.
19. **EXCEPTIONS TO A SOLICITATION:** Changes to the Solicitation document requested by a Respondent may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification in the Solicitation unless specifically acknowledged and agreed to by the City. The copy of the Solicitation, including all addenda, maintained and published by the City shall be the official Solicitation document. Any exception to the Solicitation must be set forth in the "Exceptions" portion of the Response; any exceptions not indicated in the "Exceptions" portion of the Response will be deemed rejected by the City, void and of no contractual significance. The City reserves the right to: (i) reject any or all exceptions requested by a Respondent; (ii), determine a proposal non-responsive due to the exception(s) made by Respondent; (iii) enter into negotiations with a Respondent regarding any of the Respondent's exceptions; (iv) adjust points from the Respondent's score in the applicable evaluation criteria category or categories; or (v) accept any or all of a Respondent's exceptions.
20. **COPYING OF RESPONSES:** The Respondent hereby grants the City permission to copy all parts of its Response including, without limitation, any documents and/or materials copyrighted by the Respondent. The City's right to copy shall be for internal use in evaluating the Response.
21. **CONTRACTOR ETHICS:** Contractors doing business with the City shall adhere to the Procurement Ethics Standards, Article 7 of the Procurement Rules. It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors. The failure of a Respondent or Contractor to meet the ethical standards may result in the disqualification of award under the Solicitation or the termination of a contract with the City.
- To achieve the purpose of this Section, it is essential Respondents and Contractors doing business with the City observe the ethical standards prescribed herein and in the City Charter, Code Procurement Rules and Management Policy 200. It shall be a breach of ethical standards to:
- a. Exert any effort to influence any City official, employee or agent to breach the standards of ethical conduct.
  - b. Intentionally invoice any amount greater than provided in a contract or to invoice for products or services not provided.
  - c. Intentionally offer or provide sub-standard products or services or to intentionally not comply with any term, condition, specification or other requirement of a City contract.
22. **GIFTS:** The City will accept no gifts, gratuities or advertising products from Respondents or prospective Respondents and affiliates. The City may request product samples from Respondents solely for the purpose of product evaluation.

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**INSTRUCTIONS**

- 23. **EVALUATION PROCESS:** Responses will be reviewed by a screening committee comprised of City employees and/or any agents authorized by the City to participate in the evaluation. City staff may initiate discussions with Respondents for clarification purposes; however, a request for clarification is not an opportunity for a Respondent to change the Response. A request for clarification from a Respondent does not guarantee clarification will be requested from any other Respondents. Respondents shall not initiate discussions with any City employee, agent or official as set forth in the Lobbying section of these instructions including, but not limited to, members of the evaluation committee.
- 24. **PRESENTATIONS/INTERVIEWS:** The City reserves the right to conduct interviews which may include a demonstration of the supplier’s website with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.
- 25. **SHORT-LISTING:** The City, at its sole discretion, may create a short-list of the highest scored Responses based on a preliminary evaluation of the Responses against the evaluation criteria. Only those short-listed Respondents will be invited to give presentations/interviews. Upon conclusion of any presentations/interviews, the City will finalize the scoring against the evaluation criteria.
- 26. **ADDITIONAL INVESTIGATIONS.** The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.
- 27. **PRIOR EXPERIENCE.** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.
- 28. **BEST AND FINAL OFFERS:** The City may request Best and Final Offers if the City deems necessary and the City will determine the scope and subject of any Best and Final request. Respondents should not expect the City will always ask for Best and Final Offers. Therefore, all Respondents must submit their best offer based on the specifications, terms and conditions in the Solicitation.
- 29. **CRITERIA FOR EVALUATION AND AWARD:**
  - a. The criteria that will be evaluated and their relative weights are:

Evaluation Criteria	Points
Firm’s Proposed Solution Information provided or referenced by Respondents in response to the Solicitation. Sources of information to be evaluated include, but are not limited to, as applicable, Responses, presentations, interviews, and Best and Final Offers.	500
Firm’s Qualifications & Experience Information pertaining to the quality of work, accomplishments, skill, and knowledge regarding a Respondent’s suitability for award. Information can come from any source including, but not limited to, Responses, Best and Final Offers, references, publicly or privately available information, and the City’s experience with a Respondent.	300
Firm’s Proposed Pricing Pricing will be evaluated based on the below criteria.	200

## INSTRUCTIONS

The City has provided various sample items on the City of Mesa Market Basket Pricing (See Attachment A – “Pricing”) for pricing evaluation purposes. Suppliers are encouraged to provide pricing on as many items as possible.

Full Market Basket pricing will be evaluated based on the below equation:

$$\frac{\text{Lowest Proposal Cost}}{\text{Proposal Cost being evaluated}} \times \text{Price Points Possible} = \text{Pricing Score}$$

- b. If less than three (3) Responses to a Solicitation are deemed responsive by the City, at the City's sole discretion, the Responses may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and responsibility requirements.
  - c. Each Response will be evaluated based upon responsiveness and responsibility criteria. A failure to meet responsiveness or responsibility criteria will render a Respondent ineligible for award of a contract under the Solicitation.
    - 1. **Responsiveness.** The City will determine whether the Response complies with the instructions for submitting a Response set forth in the Solicitation (i.e. the completeness of the Response which encompasses the inclusion of all required attachments and submissions). Responsiveness will also be examined as it pertains to items set forth in this Solicitation that state a Respondent may be deemed non-responsive based upon the content of their Response. The City will reject any Responses that are submitted late. Failure to meet any requirements in the Solicitation may result in rejection of a Response as non-responsive.
    - 2. **Responsibility.** The City will determine whether a Respondent is one with whom the City should do business. Factors the City may evaluate to determine responsibility include, but are not limited to: an excessively high or low priced Response; past performance under any agreement with the City; references from any source including, but not limited to, those found outside the references listed in the Response and City employees, agents or officials who have experience with the Respondent; compliance with applicable laws; Respondent's record of performance and integrity (e.g. has the Respondent been delinquent or unfaithful to any contract with the City, whether the Respondent is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified). A Respondent must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet or any generally available industry information to evaluate the Respondent. The City reserves the right to inspect and review Respondent's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in Respondent being deemed non-responsible.
  - d. As a part of the Response, Respondents are requested to provide references. The City reserves the right to: (1) Not contact any or all of a Respondent's references as the City may evaluate reference information provided in a Response; (2) Contact references not included in a Respondent's Response; and (3) Utilize as a reference City staff members who have experience with a Respondent. As references may not be contacted, Respondents are encouraged to provide as much detail as possible in Attachment C (Respondent Questionnaire).
30. **COST JUSTIFICATION:** In the event only one Response to the Solicitation is received, the City may require the Respondent submit a cost offer in sufficient detail for the City to perform a cost/price analysis to determine if the Response price is fair and reasonable.
31. **CONTRACT NEGOTIATIONS AND ACCEPTANCE:** Respondent must be prepared for the City to accept the Response as submitted. If Respondent fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not

## **INSTRUCTIONS**

result in an acceptable agreement, the City may reject the Response or revoke the award, and may begin negotiations with another Respondent. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the Respondent and the City until the City executes a written contract or purchase order.

32. **NOTICE OF INTENT TO AWARD:** Notices of the City's intent to award a contract are posted to the Purchasing Division's website before 6:00 PM local time on Wednesdays. If Wednesday is a holiday observed by the City, notice will be posted on Tuesday.

**It is the Respondent's responsibility to check the City of Mesa Purchasing website at <http://mesaaz.gov/business/purchasing> to view Purchasing's Intent to Award notices.** This is the only notification you will receive regarding the City's Intent to Award a contract related to this Solicitation.

33. **PROTESTS AND APPEALS:** If a Respondent or any person believes there is a mistake, impropriety, or defect in the Solicitation, believes the City improperly rejected its Response, or believes the selected Response should not receive the City contract based upon a fact supported issue with the Solicitation or selected Respondent or otherwise protests the award to the Respondent, the Respondent may submit a written protest. All protests and appeals are governed by the City Procurement Rules ("Procurement Rules"). The rules surrounding protests and appeals may be found in Section 6 of the Procurement Rules which are located on the Purchasing Division website at <http://mesaaz.gov/business/purchasing>. Please see the Procurement Rules for more information on the submission of a protest and corresponding appeal rights; if there exist any discrepancy in this Section and the Procurement Rules, the language of the Procurement Rules will control.

**ADDRESS PROTESTS TO:**

Matt Bauer  
Procurement Administrator  
20 East Main Street, Suite 400  
PO Box 1466  
Mesa, Arizona 85211-1466  
Fax: (480) 644-2655  
Email: [Matt.Bauer@MesaAZ.gov](mailto:Matt.Bauer@MesaAZ.gov)

**ADDRESS APPEALS TO:**

Edward Quedens  
Chief Procurement Officer  
20 East Main Street, Suite 450  
PO Box 1466  
Mesa, Arizona 85211-1466  
Fax: (480) 644-2687  
Email: [Ed.Quedens@MesaAZ.gov](mailto:Ed.Quedens@MesaAZ.gov)

34. **POLICY DOCUMENTS:** The City of Mesa Charter, Code, Procurement Rules and Management Policy 200 govern this procurement and are incorporated as a part of this Solicitation by this reference. A copy of these documents may be found on Mesa Purchasing Division's website at [www.mesaaz.gov/business/purchasing](http://www.mesaaz.gov/business/purchasing).

## SCOPE OF WORK

*This Scope of Work and the Technical Requirements will be compiled into any resulting contract as Exhibit A.*

1. **INTENT.** The City of Mesa (the "City") is requesting proposals from firms qualified to provide Information Technology Solutions and Services to be delivered to various locations throughout the City. Requirements and qualifications are defined in detail in the following Scope of Work and Technical Requirements Sections of this Request for Proposal (RFP).

2. **NATIONAL CONTRACT REQUIREMENTS.** The City, as the Principal Procurement Agency, as defined in Attachment D, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract (also known as the "Master Agreement" in [products](#) distributed by National IPA) 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 National IPA's cooperative purchasing program. The City of Mesa 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 National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment D contains additional information on National IPA and the cooperative purchasing agreement.

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National IPA is a channel partner with, Vizient (formally, Novation). Together we leverage over \$100 billion in annual supply spend to command the best prices on products and services. With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that 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 National IPA documents Attachment D.

The City anticipates spending approximately \$10 million over the full potential Master Agreement term for IT Solutions. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of IT Solutions purchased under the Master Agreement through National IPA is approximately \$500 million. This projection is based on the current annual volumes among the City, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

3. **MINIMUM REQUIREMENTS.** Offerors should be able to meet the following minimum qualifications:

- a) A full range of information technology solution products and services to meet varying requirements of governmental agencies.
- b) Have a strong national presence as a computer solutions provider.
- c) Have a distribution model capable of delivering products, free of charge, in a timely manner on a nationwide basis.
- d) Have a demonstrated sales presence.
- e) Ability to provide a toll-free telephone and state of the art electronic facsimile and internet ordering and billing capabilities.
- f) Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.

## SCOPE OF WORK

4. **ORDERING.** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Supplier is through the following:
- a) Online
  - b) Telephone
  - b) Fax
  - c) Email
5. **DELIVERY REQUIREMENT.** Supplier agrees to deliver all products to the desktop of the ordering customer be delivered F.O.B. destination, freight pre-paid and added, and allowed to various locations throughout the City. The City of Mesa shall be responsible for extra incurred fees for expedited shipping or other special delivery requirements. In many cases within the City, the Supplier may be asked to deliver all goods to the front counter within a given department. This is the City of Mesa requirement and other participating agencies may have other delivery requirements.
6. **SCOPE OF PRODUCTS.** The intent of this solicitation is to establish a contract with the ability to purchase a comprehensive, wide variety of Information Technology Solution Products including but not limited to the following categories:
- a) **Personal Computer Systems:** National brand name desktop PCs, notebooks and laptops from Enterprise Tier and Middle Tier Suppliers that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo and Toshiba.
  - b) **Standard Business Workstation:** These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.
  - c) **High End Workstation:** These will be used by application developers using GIS, CASE or other high-level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.
  - d) **Laptop Computer or Notebook:** These will be used by traveling or remote access user for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.
  - e) **Network Equipment:** This includes equipment primarily used for communications over an IP network. This includes layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e. serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Suppliers may include, but not limited to, Cisco Systems, Dell, Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.
  - f) **Monitors:** These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.
  - g) **Computer and Network Products and Peripherals:** Complete availability of major manufacturers product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, keyboards, drives, memory cards, cables, batteries, etc.

## SCOPE OF WORK

- h) **Services:** Services such as cloud computing, consulting, technical support, leasing/financing, trade-ins, repair, design, analysis, configuration, implementation, installation, training, and maintenance, etc. In addition, services which are related to the design, use or operation of the products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc.

**Note:** All hardware should come assembled. For example, if extra memory, additional drives or peripherals are ordered, the Supplier must install them unless the Participating Agency request they not be installed. [Supplier shall provide these assembly and installation services as stated in applicable order and additional terms and fees may apply.](#)

- i) **Comprehensive Product Offering:** Offeror's complete catalog and services offered shall be available. Each offeror awarded a contract under this solicitation may offer their complete product and service offering. Pricing for products and services must be entered on the appropriate section of the Price Page. The City reserves the right to accept or reject any or all items offered.
- j) **Financing:** Options available such as lease programs and conditional sales contracts.

7. **LICENSES.** Participating Agencies may be required to sign a separate agreement, rider or End User Licensing Agreement ("EULA") as required by manufacturers.

8. **AWARD.** It is the City's intention that a single or limited number of awards will be made under this solicitation however at the City's sole discretion, the City may consider multiple awards (See "Reservations").

9. **DEFECTIVE PRODUCT.** All defective products shall be replaced and exchanged by the Supplier [as permitted under the manufacturers return policy and Supplier's Return Policy found at www.shi.com/returnpolicy. In any event, the OEM's policies \(which may include processing as a warranty claim\) will apply. Supplier will order a replacement unit within one \(1\) business day of notice of damage, defect or DOA from the City.](#)

10. **TERM.** This solicitation is for awarding a purchasing contract to cover an initial **five (5) year term**. An estimated initial term of **January 1<sup>st</sup>, 2018** through **December 31<sup>st</sup>, 2022**, not including any extensions or renewals subject to the terms of the Agreement. If the commencement of performance is delayed because the City does not execute the Agreement at this start date, the City may adjust the start date, end date and any milestones to reflect the delayed execution.

The parties agree any job orders, project agreements or maintenance agreements executed against Contract during the effective term may survive beyond the expiration of said Contract as established and agreed to in writing, by both parties.

11. **RENEWALS.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of **two (2) one (1) year periods**. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

12. **EXTENSIONS.** Upon the expiration of the Term of the Agreement, including any renewals permitted herein, at the City's sole discretion the Agreement may be extended for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Supplier to provide the services/[products](#) under this Agreement. The City intends to notify the Supplier in writing of its desire to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

13. **PRICING.** Suppliers shall provide a price in the format of a minimum percentage discount off a verifiable price index. Suppliers may submit discounts for various manufacturers. At the time of purchase, suppliers may offer deeper discounts beyond the discounted price list, based on volume or other factors, as

**Deleted:** The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Supplier. All replacement products must be received by the City within seven (7) days of initial notification.

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## SCOPE OF WORK

applicable. Minimum discounts will remain firm during the entirety of the initial term of the Contract, unless the Supplier requests to increase its discount percentage, and will include all charges that may be incurred in fulfilling requirement(s). Also, the "technology marketplace" is one of rapid change, with new products and revisions coming into the marketplace on a regular basis, it is required that a verifiable pricing formula or guaranteed discount matrix be included with response. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Supplier may conduct sales promotions involving price reductions for a specified lesser period. In the event a product is discontinued, Supplier will provide a product of the same or greater functionality, utilizing the proposed discount structure.

Price discounts will be evaluated by applying the Supplier's discount to the prices listed on the verifiable price index.

It is the Supplier's responsibility to provide the City with an up-to-date price list for the duration of the contract.

- a) **Prices.** All pricing discounts shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and include all costs of the Supplier providing the products/service including transportation and delivery insurance. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Supplier further agrees that any reductions in the price of the products or services covered by this Agreement will apply to the undelivered balance. The Supplier shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Supplier and response by the City's Purchasing Division.

- b) **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this section. Requests for adjustment in cost of labor and/or services must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Supplier should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Supplier's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period prior to Contract term expiration date of the Agreement, the Supplier may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve month change in the **Consumer Price Index for All Urban Consumers** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

- c) **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 13, pricing may be adjusted for amounts other than inflation that represent actual costs to the Supplier based on the mutual agreement of the parties. The Supplier may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Supplier. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

**Commented [PB1]:** Warranty coverage is provided by the manufacturer (OEM) and not SHI. The manufacturers standard warranties apply unless the customer wishes to purchase extended warranty.

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## SCOPE OF WORK

14. **TYPES AND AMOUNTS OF INSURANCE.** Insurance requirements are detailed in the Agreement document. Supplier must obtain and retain throughout the term of the Agreement, at a minimum, the following:

- a. Worker's compensation insurance in accordance with the provisions of Arizona law. If Supplier operates with no employees, Supplier must provide the City with written proof Supplier has no employees. If employees are hired during the course of this Agreement, Supplier must procure worker's compensations in accordance with Arizona law.
- b. The Supplier shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
- c. Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.

Prior to the execution of the Contract, the Supplier shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the City requires a Certificate of Insurance to be furnished, the Supplier's insurance shall be primary of all other sources available. When the City is a certificate holder, the Supplier agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without advance written notice to the City.

**"Waiver of Subrogation".** The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, elected officials, officers, employees, and volunteers for any claims arising out of the work of Supplier [where permitted by law.](#)"

All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Manager.

**ATTACHMENT A**  
**PRICING**

Offerors must utilize the below document when responding to this solicitation and **return the document in an Excel format** with their proposal.



2018011 Pricing.xlsx

**ATTACHMENT B**  
**REQUIRED RESPONSE FORMS**



Solicitation Required  
Response Forms.docx

**ATTACHMENT C**  
**RESPONDENT QUESTIONNAIRE**

Respondent Company Name/ DBA:	
Years in business providing similar services:	
Contractor's License No(s): (Submit a copy with the Response)	Type:
Number of employees at location that would serve under a contract from the Solicitation:	
Provide names, contact and telephone numbers of three (3) organizations that have received similar services from your company. <b>At least one reference should be comparable in size to the City's proposed contract.</b>	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
\$ Value of Work, Supplies/Services and Dates Provided:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
\$ Value of Work, Supplies/Services and Dates Provided:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
\$ Value of Work, Supplies/Services and Dates Provided:	
List any other information which may be helpful in determining your qualifications for a potential contract:	

**ATTACHMENT D**  
**NATIONAL IPA PRICIPAL PROCUREMENT AGENCY ("PPA")**



Attachment D  
PPA.docx

**EXHIBIT 1**  
**DRAFT AGREEMENT**



**AGREEMENT PURSUANT TO SOLICITATION**

**CITY OF MESA AGREEMENT NUMBER 2018011  
INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**

**CITY OF MESA, Arizona ("City")**

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466
	Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 400
	Mesa, AZ 85201
Attention	Sharon Brause, CPPPO, CPPB, CPCP Senior Procurement Officer
E-Mail	<a href="mailto:Sharon.Brause@MesaAZ.gov">Sharon.Brause@MesaAZ.gov</a>
Phone	(480) 644-2815
Fax	(480) 644-2655

**AND**

**COMPANY NAME, ("Contractor")**

Mailing Address	
Delivery Address	
Attention	NameAndTitle
E-Mail	
Phone	
Fax	

**EXHIBIT 1**  
**DRAFT AGREEMENT**

**CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION**

This Agreement pursuant to solicitation ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and SHI International Corp., a(n) New Jersey corporation, ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

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**RECITALS**

A. The City issued solicitation number **2018011** ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**, to which Contractor provided a response ("Response"); and

B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the Services/Products described in the Solicitation and Response.

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C. "Services" means the resale services provided by Contractor under this Agreement; i.e. sourcing and fulfilling the Product and/or providing deliverables identified in an Order.

D. "Products" means collectively third party software, computer peripherals, computer hardware, and associated IT services provided by third parties or Contractor, as the case may be.

E. "Order" means the form of purchase order or other document used for the purpose of ordering Product and/or deliverables pursuant to this Agreement. Order shall also include a phone order placed by the City employee to Contractor utilizing the City's corporate procurement card or the City's written or electronic form of purchase requisition.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

**TERMS & CONDITIONS**

1. **Term.** This Agreement is for a term beginning on **January 1, 2018** and ending on **December 31, 2022**. The use of the word "**Term**" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.

1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of **two (2) one (1) year** periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

1.2 **Extension for Procurement Processes.** Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Contractor to provide the Services/Products provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

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1.3 **Delivery.** Delivery shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an Order.

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**EXHIBIT 1  
DRAFT AGREEMENT**

2. **Scope of Work.** The Contractor will provide the necessary staff, services and associated resources to provide the City with the ServicesProducts, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

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3. **Orders.** Orders be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place Orders as permitted under this Agreement

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4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.

a. Amendments to the Agreement or any mutually agreed upon written agreements made between Contractor and Participating Agencies with conflicting terms to this Agreement where such conflicting terms shall supersede the terms stated herein.

- b. Agreement
- c. Exhibits
  - 1. Mesa Standard Terms & Conditions
  - 2. National IPA Agreement
  - 3. Scope of Work
  - 4. Other Exhibits not listed above
- d. Solicitation including any addenda
- e. Contractor Response

5. **Payment.**

5.1 **General.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.

6. **Pricing.** Contractors shall provide a price in the format of a minimum percentage discount off a verifiable price index. Contractor may submit discounts for various manufacturers. At the time of purchase, Contractor may offer deeper discounts beyond the discounted price list, based on volume or other factors, as applicable. Minimum discounts will remain firm during the entirety of the initial term of the Contract, unless the Contractor requests to increase its discount percentage, and will include all charges that may be incurred in fulfilling requirement(s). Also, the "technology marketplace" is one of rapid change, with new products and revisions coming into the marketplace on a regular basis, it is required that a verifiable pricing formula or guaranteed discount matrix be included with response. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. In the event a product is discontinued, Contractor will provide a product of the same or greater functionality, utilizing the proposed discount structure.

Commented [PB3]: "Contractor" is the defined term for SHI in this Agreement.

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Price discounts will be evaluated by applying the Contractor's discount to the list prices on the verifiable price index.

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It is the Contractor's responsibility to provide the City with an up-to-date price list for the duration of the contract.

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**EXHIBIT 1**  
**DRAFT AGREEMENT**

6.1 **Prices.** All pricing discounts shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and include all costs of the Contractor providing the Products/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

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The Contractor further agrees that any reductions in the price of the Products or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

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No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

6.2 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this section. Requests for adjustment in cost of labor and/or Products must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Supplier's actual expenses or other reasonable adjustment in providing the services/Products under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

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During the sixty (60) day period prior to Contract term expiration date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve month change in the Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

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6.3 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

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6.4 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. Invoice number and date;
- e. Payment terms;
- f. Date of service or delivery;
- g. Description of Products or services provided;
- h. If Products provided, the quantity delivered and pricing of each unit;
- i. Applicable Taxes
- j. Total amount due.

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**EXHIBIT 1**  
**DRAFT AGREEMENT**

6.5 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement. Otherwise; payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

6.6 **Disallowed Costs. Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for products/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

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7. **Insurance.**

7.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

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7.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

7.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

7.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the term of the Agreement.

7.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

7.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

7.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor, where permitted by law.

7.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.

**EXHIBIT 1**  
**DRAFT AGREEMENT**

7.9 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

7.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

7.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

7.9.3 Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.

8. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders prior to shipment of the products or provide a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. If the City cancels a purchase order following shipment of the products but prior to delivery, the City shall pay all freight and handling charges for shipment and return shipment of such products to Contractor. All returns shall be made in accordance with Contractor's Return Policy. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services. The City reserves the right to purchase contracted items through other sources if determined in the best interests of the City to do so.

9. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C**.

10. **WARRANTY.** Contractor warrants that the services will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service provided by Contractor will not relieve Contractor from its obligations under this warranty. If any services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide such services until in accordance with this Agreement and to the City's reasonable satisfaction.

11. **PRODUCT WARRANTY.** Contractor is a value added reseller ("VAR") of products, not the OEM or licensor, and therefore disclaims any warranty responsibility regarding product provided under this Agreement. Contractor shall forward the warranties to the City which are provided to Contractor from the OEM of the product, and to the extent granted by the OEM, the City shall be the beneficiary of the OEM's warranties with respect to the Product. Contractor is not a party to any such terms between the City and OEM and the City agrees to look solely to the OEM for satisfaction of any and all warranty claims related to that OEM's Product.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED HEREUNDER, CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER

**EXHIBIT 1**  
**DRAFT AGREEMENT**

EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY AN OEM.

12. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
- a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
  - b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
  - c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
  - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
13. **Mesa Standard Terms and Conditions.** Exhibit C to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
14. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
15. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

Exhibits to this Agreement are the following:

- (A) Scope of Work / Technical Specifications
- (B) Pricing
- (C) Mesa Standard Terms and Conditions
- (D) National IPA Agreement

16. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.

17. **Limitation of Liability**

NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR

**EXHIBIT 1**  
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IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT IN THE CASE OF BREACH OF EACH PARTY'S LIABILITY FOR PERSONAL INJURY/PROPERTY DAMAGE UNDER ARTICLE ENTITLED, "INDEMNIFICATION", EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY THE CITY TO CONTRACTOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY. CUSTOMER ACKNOWLEDGES THAT SUCH AMOUNT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT CONTRACTOR WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

**18. Force Majeure**

**Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties**

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**19. Title, Risk of Loss, Returns**

A. Contractor shall transfer to the City good and merchantable title to the Product, free from all liens, encumbrances and claims of others, upon delivery of the Product to and its receipt by the City, at which time title and risk of loss shall vest fully in the City, unless notice of rejection is provided to Contractor's authorized representative within 24 hours after such delivery.

B. All returns of Product shall be made in accordance to Contractor's Return Policy found at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy)

20. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.

21. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**CITY OF MESA, ARIZONA**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

**EXHIBIT 1**  
**DRAFT AGREEMENT**

**CONTRACTOR NAME**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

REVIEWED BY:

By: \_\_\_\_\_

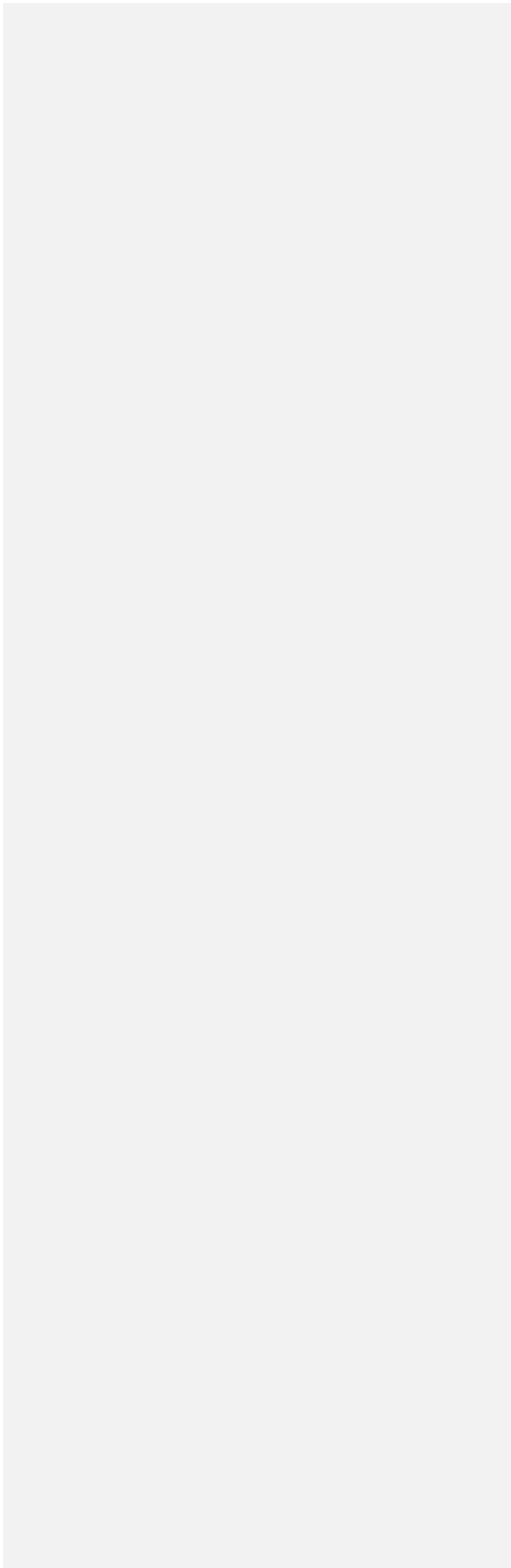
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**EXHIBIT 1**  
**DRAFT AGREEMENT**

**EXHIBIT A**  
**SCOPE OF WORK**

*The Scope of Work / Technical Specifications, National IPA Agreement and Contractor Response will be added here when Agreement is finalized.*

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**EXHIBIT 1**  
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**EXHIBIT B**  
**PRICING**

*Attachment A Pricing will be added here when Agreement is finalized.*

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**EXHIBIT 1**  
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**EXHIBIT C**  
**MESA STANDARD TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the other Party's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the other Party will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve either Party from any of its obligations and liabilities under the Agreement. Notwithstanding the foregoing, either Party may assign this Agreement and its rights, interests, liabilities and obligations thereunder to a successor pursuant to a merger, consolidation or sale of all or substantially all its assets.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the Products or Services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
  - a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
  - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will

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**EXHIBIT 1**  
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require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
- i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
- ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
- iii. 
- v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods of services to the City.

10. **SALES/USE TAX, OTHER TAXES.**

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.
- b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.

**Deleted:** The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.¶  
iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

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11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
- 12.1. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.
- 12.2. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.
13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any financial records related to the performance of work specified herein once per calendar year. Contractor will permit such inspections and audits during normal business hours and upon 30 days notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
14. **DEFAULT.**
- a. A party will be in default if that party:
    - i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
    - ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
    - iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
    - iv. Fails to carry out any term, promise, or condition of the Agreement.
  - b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
  - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
  - d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written

**Deleted:** In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement

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**Deleted:** <#>¶ **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

**Deleted:** <#>¶ **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

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assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.

15. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
  - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor.
  - c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
  - d. Neither party will be liable for incidental, special, or consequential damages.
16. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
17. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
18. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
19. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
20. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has received Contractor's properly prepared final invoice.
21. Termination of this Agreement shall not affect the obligations of the City or Contractor under any existing Order issued under this Agreement, and such Order shall continue in effect as though this Agreement had not been terminated, and was still in effect with respect to such Order
22. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
23. **INDEMNIFICATION/LIABILITY.**
- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) willful misconduct by Contractor personnel under this

**Deleted:** If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.

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Agreement; (ii) any grossly negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with the law in fulfillment of the services under this Agreement.

- b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
- c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.

f. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

g. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of products or services or any products or services at all under this Agreement and acknowledges and agrees that the products or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for products or services which exceed its actual needs.

h. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City. Notwithstanding the foregoing, Contractor shall retain ownership rights to (1) all of its previously existing intellectual property, including any systems, derivatives, modifications and enhancements thereto, (2) Confidential Information of Contractor, and (3) any tools or scripting applications used, developed or created by Contractor or its third party licensors during the performance of this Agreement.

i. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.

j. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.

k. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

l. **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of Products or equipment incidental to providing these services and such loss, injury, or destruction of the Products prior to delivery of the Products to the City. Risk of loss shall vest fully in the City after such delivery.

m. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.

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Deleted: or fulfill the obligations established by this Agreement

Deleted: ~~WARRANTY.~~ Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.¶ Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications

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Deleted: will not release Contractor from any obligation hereunder.

**EXHIBIT 1**  
**DRAFT AGREEMENT**

- n. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything manufactured by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
- o. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).
- p. \_\_\_\_\_
- q. **COOPERATIVE USE OF CONTRACT.** This contract is available through National IPA to agencies nationwide. The City has also entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies through National IPA or SAVE in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.
- \_\_\_\_\_
- Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.
- r. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
- s. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via email or facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, email or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
- t. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.
- u. **INTEGRATION CLAUSE.** This Exhibit C, along with the Master Agreement and including all attachments and exhibits hereto, supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

Deleted: <#>**WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.

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Deleted: <#>provided

Moved up [1]: **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties

Commented [PB11]: We aren't doing professional services.

Deleted: A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.¶

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district

Deleted: Agreement

**EXHIBIT 1**  
**DRAFT AGREEMENT**

- v. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
- w. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
- x. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
- y. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.



**EXHIBIT 2**  
**MAILING LABEL**

*CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR PROPOSAL CONTAINER*

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**SEALED PROPOSAL**

<b>Submitted by:</b>
Company Name:
Address:
City, State, Zip:

Solicitation # **2018011 INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**  
Due Date: **October 23, 2017, at 3:00 p.m. local Arizona time**

City of Mesa  
Attn: **Purchasing**  
20 E. Main St., Suite 400  
Mesa, AZ 85201

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## ATTACHMENTS

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Immediately following are documents called out as additional information within our response.

- D&B Report
- List of partners – this is in no way a complete list but an overview of partners that SHI can provide.

## D&B REPORT

## Live Report : SHI INTERNATIONAL CORP.

**D-U-N-S® Number:** 61-142-9481

**Trade Names:** SOFTWARE HOUSE INTERNATIONAL - S H I







**Endorsement/Billing Reference:** lee\_harrell@SHI.com

D&B Address		Added to Portfolio: 03/28/2014	
<b>Address</b>	290 Davidson Ave Somerset, NJ, US - 08873	<b>Location Type</b>	Headquarters
<b>Phone</b>	732 764-8888	<b>Web</b>	www.shi.com
<b>Fax</b>	732-805-0818	<b>Last View Date:</b>	02/09/2016
		<b>Endorsement :</b>	lee_harrell@SHI.com

## Company Summary

**Currency:** Shown in USD unless otherwise indicated 

### Score Bar

<b>Sales (Revenue)</b>	<b>5,797,204,000</b>	Source: DNB, FISCAL, 12-31-2014
<b>Net Worth</b>	<b>294,433,000</b>	Source: DNB, FISCAL, 12-31-2014
<b>Assets - Total</b>	<b>1,305,888,000</b>	Source: DNB, FISCAL, 12-31-2014
<b>Bankruptcy Found</b>	<b>No</b>	
<b>Commercial Credit Score</b>	 <b>526</b>	Moderate Risk of severe payment delinquency.
<b>Commercial Credit Score Percentile</b>	 <b>69</b>	Moderate Risk of severe payment delinquency.
<b>D&amp;B Viability Rating</b>		View More Details
<b>Current Ratio</b>	<b>1.3</b>	Source: DNB, FISCAL, 12-31-2014
<b>Credit Limit - D&amp;B Aggressive</b>	<b>900,000.00</b>	Based on profiles of other similar companies.
<b>PAYDEX®</b>	 <b>73</b>	Paying 11 days past due
<b>Commercial Credit Score Class</b>	 <b>3</b>	Moderate Risk of severe payment delinquency.
<b>Financial Stress Score Class</b>	 <b>2</b>	Low to Moderate Risk of severe financial stress.
<b>Credit Limit - D&amp;B Conservative</b>	<b>400,000.00</b>	Based on profiles of other similar companies.
<b>D&amp;B Rating</b>	<b>5A3</b>	5A indicates 50 million and over, Credit appraisal of 3 is fair

### D&B 3-month PAYDEX®

**3-month D&B PAYDEX®:** 74 

Lowest Risk:100;Highest Risk :1

When weighted by amount, Payments to suppliers average 9 Days Beyond Terms

### D&B PAYDEX®

**D&B PAYDEX®** 73 

Lowest Risk:100;Highest Risk :1

When weighted by amount, Payments to suppliers average 11 days beyond terms

## Commercial Credit Score Class

Commercial Credit Score Class: 3 

Lowest Risk:1;Highest Risk :5

## D&B Company Overview

This is a headquarters location

Branch(es) or Division(s) exist	Y
Chief Executive	THAI LEE, CEO
Year Started	1989
Employees	2850 (1400 Here)
Financing	SECURED
SIC	7371 , 7374
Line of business	Custom computer programing, data processing/ preparation
NAICS	541511
History Status	CLEAR
Financial Condition	FAIR

## Financial Stress Score Class

Financial Stress Score Class: 2 

Lowest Risk:1;Highest Risk :5

## Public Filings

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	-
Judgments	0	-
Liens	1	01/03/14
Suits	0	-
UCCs	68	08/11/15

The public record items contained herein may have been paid, terminated, vacated or released prior to todays date.

## Corporate Linkage

### Subsidiaries (International)

Company	City , Country	D-U-N-S® NUMBER
SHI INTERNATIONAL CORP	Milton Keynes , UNITED KINGDOM	23-041-6559
SHI Canada ULC	North York , CANADA	24-362-9057
SHI INTERNATIONAL SAS	ISSY LES MOULINEAUX , FRANCE	26-213-9752

### Branches (Domestic)

Company	City , State	D-U-N-S® NUMBER
SHI INTERNATIONAL CORP.	TEMPE , Arizona	82-925-3066
SHI INTERNATIONAL CORP.	SAN DIEGO , California	82-925-3330
SHI INTERNATIONAL CORP.	ATLANTA , Georgia	82-925-3462
SHI INTERNATIONAL CORP.	SAN FRANCISCO , California	82-925-3215
SHI INTERNATIONAL CORP.	CHICAGO , Illinois	82-925-3769
SHI INTERNATIONAL CORP.	MINNEAPOLIS , Minnesota	82-925-3850
SHI INTERNATIONAL CORP.	SAINT LOUIS , Missouri	82-925-4023
SHI INTERNATIONAL CORP.	DALLAS , Texas	82-925-5251
SHI INTERNATIONAL CORP.	HOUSTON , Texas	82-925-5335
SHI INTERNATIONAL CORP.	RESTON , Virginia	82-925-5343
SHI INTERNATIONAL CORP.	BELLEVUE , Washington	82-925-5475
SHI INTERNATIONAL CORP.	TAMPA , Florida	83-240-0621
SHI INTERNATIONAL CORP.	SHAWNEE MISSION , Kansas	83-240-0688
SHI INTERNATIONAL CORP.	NEEDHAM , Massachusetts	83-240-0803
SHI INTERNATIONAL CORP.	DENVER , Colorado	83-240-0662


SHI INTERNATIONAL CORP.	INDIANAPOLIS , Indiana	83-240-0852
SHI INTERNATIONAL CORP.	CHAPEL HILL , North Carolina	17-958-9937
SHI INTERNATIONAL CORP.	WAYNE , Pennsylvania	02-958-1868
SHI INTERNATIONAL CORP.	DURHAM , North Carolina	07-166-5395
SHI INTERNATIONAL CORP.	CROFTON , Maryland	04-235-0384
SHI INTERNATIONAL CORP.	REMER , Minnesota	05-845-6218
SHI INTERNATIONAL CORP.	EL SEGUNDO , California	07-940-9361
SHI INTERNATIONAL CORP.	NEW YORK , New York	07-940-9369
SHI INTERNATIONAL CORP.	SOUTHFIELD , Michigan	07-940-9364
SHI INTERNATIONAL CORP.	ISSAQUAH , Washington	11-899-4420

This list is limited to the first 25 branches.  
For the complete list, Please logon to DNBI and view the Dynamic Family Tree Information.

## Branches (International)

Company	City , Country	D-U-N-S® NUMBER
Software House International	NORTH VANCOUVER , CANADA	25-930-0382
SHI International Corp.	CENTRAL DISTRICT , HONG KONG	66-834-4679

## Predictive Scores

**Currency:** Shown in USD unless otherwise indicated 

### Credit Capacity Summary

This credit rating was assigned because of D&B's assessment of the company's creditworthiness. For more information, see the

[D&B Rating Key](#)

**D&B Rating :** **5A3**

**Financial Strength:** 5A indicates 50 million and over  
**Composite credit appraisal:** 3 is fair

The Rating was changed on May 5, 2015 because the History of the company is now "Clear".

**Below is an overview of the companys rating history since 09-28-1999**

D&B Rating	Date Applied
5A3	05-05-2015
--	11-26-2014
5A3	08-21-2014
--	06-12-2014
5A2	05-20-2014
5A3	05-12-2009
5A2	03-16-2009
5A3	05-07-2002
4A3	07-25-2001
4A2	09-28-1999

**Sales:** 5,797,204,000.00  
( Up by 15.9%  
from last year )

**Number of Employees Total:** 2,850 (1400 here)

**Worth:** 294,433,000  
( Up by 15.1% ( As of 31-Dec-14)  
from last year )

<b>Working Capital:</b>	\$253,466,000	( As of 31-Dec-14)
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<b>Payment Activity:</b>	<b>(based on 247 experiences)</b>
<b>Average High Credit:</b>	993,122
<b>Highest Credit:</b>	50,000,000
<b>Total Highest Credit:</b>	209,080,850

## D&B Credit Limit Recommendation

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<b>Conservative credit Limit</b>	400,000
<b>Aggressive credit Limit:</b>	900,000

**Risk category for this business :** **LOW**

The Credit Limit Recommendation (CLR) is intended to serve as a directional benchmark for all businesses within the same line of business or industry, and is not calculated based on any individual business. Thus, the CLR is intended to help guide the credit limit decision, and must be balanced in combination with other elements which reflect the individual company's size, financial strength, payment history, and credit worthiness, all of which can be derived from D&B reports.

Risk is assessed using D&Bs scoring methodology and is one factor used to create the recommended limits. See Help for details.

## Financial Stress Class Summary

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The Financial Stress Score predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&Bs extensive data files.

The Financial Stress Class of 2 for this company shows that firms with this class had a failure rate of 0.09% (9 per 10,000), which is lower than the average of businesses in D & B's database

**Financial Stress Class : 2**  (Lowest Risk:1; Highest Risk:5)

Lower than average risk of severe financial stress, such as a bankruptcy or going out of business with unpaid debt, over the next 12 months.

### Probability of Failure:

Risk of Severe Financial Stress for Businesses with this Class: **0.09 %** (9 per 10,000)  
Financial Stress National Percentile : **77** (Highest Risk: 1; Lowest Risk: 100)  
Financial Stress Score : **1526** (Highest Risk: 1,001; Lowest Risk: 1,875)  
Average Risk of Severe Financial Stress for Businesses in D&B database: **0.48 %** ( 48 per 10,000)

### The Financial Stress Class of this business is based on the following factors:

Low proportion of satisfactory payment experiences to total payment experiences.  
High proportion of slow payment experiences to total number of payment experiences.  
UCC Filings reported.  
High number of inquiries to D & B over last 12 months.

**Notes:**

The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.  
The Probability of Failure shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Probability of Failure - National Average represents the national failure rate and is provided for comparative purposes.  
The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&Bs file.  
The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Norms	National %
This Business	77
Region: MIDDLE ATLANTIC	44
Industry: BUSINESS, LEGAL AND ENGINEERING SERVICES	52
Employee range: 500+	61
Years in Business: 26+	77

This Business has a Financial Stress Percentile that shows:

- Lower risk than other companies in the same region.
- Lower risk than other companies in the same industry.
- Lower risk than other companies in the same employee size range.
- Similar risk compared to other companies with a comparable number of years in business.

**Credit Score Summary**

The Commercial Credit Score (CCS) predicts the likelihood of a business paying its bills in a severely delinquent manner (91 days or more past terms).

The Credit Score class of 3 for this company shows that 5.8% of firms with this class paid one or more bills severely delinquent, which is lower than the average of businesses in D & B's database.

**Credit Score Class : 3**  Lowest Risk:1;Highest Risk :5

**Incidence of Delinquent Payment**

Among Companies with this Classification: **5.80 %**  
Average compared to businesses in D&Bs database: **10.20 %**  
Credit Score Percentile : **69** (Highest Risk: 1; Lowest Risk: 100)  
Credit Score : **526** (Highest Risk: 101; Lowest Risk:670)

**The Credit Score Class of this business is based on the following factors:**

- Proportion of slow payments in recent months
- Recent high balance past due
- Financial ratios
- Proportion of past due balances to total amount owing
- Higher risk industry based on delinquency rates for this industry

**Notes:**

The Commercial Credit Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency.  
The Incidence of Delinquent Payment is the percentage of companies with this classification that were reported 91 days past due or more by creditors. The calculation of this value is based on D&B's trade payment database.  
The Commercial Credit Score percentile reflects the relative ranking of a firm among all scorable companies in D&B's file.  
The Commercial Credit Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Norms	National %
-------	------------

This Business	69
Region: MIDDLE ATLANTIC	51
Industry: BUSINESS, LEGAL AND ENGINEERING SERVICES	43
Employee range: 500-38527	84
Years in Business: 26+	85

This business has a Credit Score Percentile that shows:


Lower risk than other companies in the same region.

Lower risk than other companies in the same industry.

Higher risk than other companies in the same employee size range.

Higher risk than other companies with a comparable number of years in business.


## Trade Payments

Currency: Shown in USD unless otherwise indicated 

### D&B PAYDEX®

The D&B PAYDEX is a unique, weighted indicator of payment performance based on payment experiences as reported to D&B by trade references. Learn more about the D&B PAYDEX

Timeliness of historical payments for this company.

<b>Current PAYDEX is</b>	<b>73</b>	Equal to 11 days beyond terms ( Pays more slowly than the average for its industry of 2 days beyond terms )
<b>Industry Median is</b>	<b>79</b>	Equal to 2 days beyond terms
<b>Payment Trend currently is</b>		Unchanged, compared to payments three months ago

Indications of slowness can be the result of dispute over merchandise, skipped invoices etc. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

<b>Total payment Experiences in D&amp;Bs File (HQ)</b>	247
<b>Payments Within Terms (not weighted)</b>	66 %
<b>Trade Experiences with Slow or Negative Payments(%)</b>	42.51%
<b>Total Placed For Collection</b>	1
<b>High Credit Average</b>	993,122
<b>Largest High Credit</b>	50,000,000
<b>Highest Now Owing</b>	50,000,000
<b>Highest Past Due</b>	15,000,000

**D&B PAYDEX® : 73**  (Lowest Risk:100; Highest Risk:1)

When weighted by amount, payments to suppliers average 11 days beyond terms

**3-Month D&B PAYDEX® : 74**  (Lowest Risk:100; Highest Risk:1)

Based on payments collected over last 3 months.

When weighted by amount, payments to suppliers average 9 days beyond terms

### D&B PAYDEX® Comparison



**Current Year**

PAYDEX® of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Custom computer programing, data processing/preparation , based on SIC code 7371 .

**Shows the trend in D&B PAYDEX scoring over the past 12 months.**

	3/15	4/15	5/15	6/15	7/15	8/15	9/15	10/15	11/15	12/15	1/16	2/16
<b>This Business</b>	73	72	72	72	73	73	73	73	74	74	73	73
<b>Industry Quartiles</b>												
Upper	80	.	.	80	.	.	80	.	.	80	.	.
Median	79	.	.	79	.	.	79	.	.	79	.	.
Lower	72	.	.	72	.	.	72	.	.	71	.	.

Current PAYDEX for this Business is 73 , or equal to 11 days beyond terms  
 The 12-month high is 74 , or equal to 9 DAYS BEYOND terms  
 The 12-month low is 72 , or equal to 12 DAYS BEYOND terms

**Previous Year**

Shows PAYDEX of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Custom computer programing, data processing/preparation , based on SIC code 7371 .

<b>Previous Year</b>	<b>03/14 Q1'14</b>	<b>06/14 Q2'14</b>	<b>09/14 Q3'14</b>	<b>12/14 Q4'14</b>
<b>This Business</b>	76	77	73	72
<b>Industry Quartiles</b>				
Upper	80	80	80	80
Median	79	79	79	79
Lower	72	72	72	72

Based on payments collected over the last 4 quarters.

Current PAYDEX for this Business is 73 , or equal to 11 days beyond terms  
 The present industry median Score is 79 , or equal to 2 days beyond terms  
 Industry upper quartile represents the performance of the payers in the 75th percentile  
 Industry lower quartile represents the performance of the payers in the 25th percentile

**Payment Habits**

For all payment experiences within a given amount of credit extended, shows the percent that this Business paid within terms. Provides number of experiences to calculate the percentage, and the total credit value of the credit extended.

<b>\$ Credit Extended</b>	<b># Payment Experiences</b>	<b>Total Amount</b>	<b>% of Payments Within Terms</b>
Over 100,000	46	206,250,000	79%
50,000-100,000	13	930,000	80%
15,000-49,999	39	1,065,000	71%
5,000-14,999	32	220,000	67%
1,000-4,999	42	76,500	66%
Under 1,000	38	14,250	61%

Based on payments collected over last 24 months.

All Payment experiences reflect how bills are paid in relation to the terms granted. In some instances, payment beyond terms can be the result of disputes over merchandise, skipped invoices etc.

## Payment Summary

There are 247 payment experience(s) in D&Bs file for the most recent 24 months, with 165 experience(s) reported during the last three month period.

The highest Now Owes on file is 50,000,000 . The highest Past Due on file is 15,000,000

Below is an overview of the companys currency-weighted payments, segmented by its suppliers primary industries:

	Total Revd (#)	Total Amt	Largest High Credit Within Terms (%)	Days Slow				
				<31 (%)	31-60 (%)	61-90 (%)	90> (%)	
<b>Top Industries</b>								
Whol electronic parts	20	71,122,000	50,000,000	50	50	0	0	0
Whol computers/softwr	17	101,800,500	50,000,000	98	2	0	0	0
Prepackaged software	11	4,300,000	2,000,000	91	7	0	2	0
Telephone communicatns	11	224,850	100,000	98	2	0	0	0
Mfg computers	10	15,357,750	8,000,000	90	8	2	0	0
Nonclassified	9	723,750	500,000	61	39	0	0	0
Custom programming	7	1,008,750	600,000	50	0	30	0	20
Short-trm busn credit	7	155,100	100,000	90	10	0	0	0
Whol office supplies	5	62,250	55,000	56	44	0	0	0
Misc business credit	5	95,000	50,000	100	0	0	0	0
Whol office equipment	4	2,285,000	1,000,000	49	11	18	0	22
Mfg process controls	4	195,000	65,000	67	33	0	0	0
Mfg photograph equip	4	33,500	25,000	100	0	0	0	0
Trucking non-local	4	6,250	5,000	40	12	8	0	40
Whol appliances	3	4,002,750	4,000,000	100	0	0	0	0
Whol misc profsn eqpt	3	203,000	200,000	51	49	0	0	0
Misc business service	3	43,500	40,000	97	0	3	0	0
Engineering services	3	67,500	35,000	96	0	2	0	2
Public finance	3	31,750	30,000	100	0	0	0	0
Mfg calculating eqpt	3	15,750	15,000	3	0	95	0	2
Ret mail-order house	3	11,000	7,500	69	11	20	0	0
Mfg electric test prd	3	15,000	5,000	100	0	0	0	0
Arrange cargo transpt	3	2,850	2,500	0	6	0	94	0
Computer system desgn	2	2,050,000	2,000,000	49	50	1	0	0
Business consulting	2	2,002,500	2,000,000	50	50	0	0	0
Mfg measure devices	2	1,000,750	1,000,000	50	50	0	0	0
Mfg computer storage	2	507,500	500,000	100	0	0	0	0
Misc equipment rental	2	95,000	65,000	100	0	0	0	0
Radiotelephone commun	2	55,000	40,000	73	0	0	0	27
Data processing svcs	2	32,500	30,000	100	0	0	0	0
Mfg comp peripherals	2	31,000	30,000	3	97	0	0	0
Mfg switchgear-boards	2	30,000	20,000	33	0	67	0	0
Whol service paper	2	22,500	20,000	89	11	0	0	0
Mfg public bldg furn	2	16,000	15,000	94	0	3	3	0
Detective/guard svcs	2	10,250	10,000	51	49	0	0	0
Whol electrical equip	2	5,250	5,000	52	0	48	0	0
Mfg sheet metalwork	1	200,000	200,000	50	0	0	0	50
Mfg misc plastic prdt	1	100,000	100,000	50	0	0	50	0
Mfg medical instrmnt	1	100,000	100,000	0	100	0	0	0
Travel agency	1	95,000	95,000	100	0	0	0	0
Mfg environment cntrl	1	85,000	85,000	100	0	0	0	0
Misc advertising svcs	1	80,000	80,000	100	0	0	0	0

Tour operator	1	65,000	65,000	100	0	0	0	0
Air courier service	1	45,000	45,000	50	0	0	0	50
Mfg relays/controls	1	45,000	45,000	50	0	0	0	50
Electric eqpt repair	1	25,000	25,000	50	0	0	50	0
Mfg recording media	1	20,000	20,000	0	0	100	0	0
Mfg refrig/heat equip	1	20,000	20,000	100	0	0	0	0
Copper roll/drawing	1	10,000	10,000	100	0	0	0	0
Whol auto parts	1	7,500	7,500	0	100	0	0	0
Mfg nonwd office furn	1	5,000	5,000	50	50	0	0	0
Ret stationery	1	5,000	5,000	50	0	50	0	0
Help supply service	1	5,000	5,000	100	0	0	0	0
Misc publishing	1	2,500	2,500	50	0	0	50	0
Nonphysical research	1	2,500	2,500	0	100	0	0	0
Natnl commercial bank	1	2,500	2,500	100	0	0	0	0
Mfg signs/ad spectys	1	2,500	2,500	100	0	0	0	0
Ret electronics	1	2,500	2,500	100	0	0	0	0
Mfg plane engine/part	1	1,000	1,000	0	0	0	0	100
Coating/engrave svcs	1	1,000	1,000	50	50	0	0	0
Whol industrial equip	1	1,000	1,000	100	0	0	0	0
Whol piece goods	1	1,000	1,000	50	50	0	0	0
Information retrieval	1	1,000	1,000	100	0	0	0	0
Gravure printing	1	1,000	1,000	50	0	0	50	0
Mfg computer terminal	1	1,000	1,000	50	50	0	0	0
Mfg manifold forms	1	750	750	100	0	0	0	0
Whol heating/ac equip	1	500	500	0	0	100	0	0
Whol nondurable goods	1	500	500	100	0	0	0	0
Mfg telephone equip	1	250	250	100	0	0	0	0
Mfg frozen deserts	1	250	250	0	0	100	0	0
Books-print/publish	1	100	100	0	0	0	0	100
Reg misc coml sector	1	100	100	100	0	0	0	0
Mfg broadcastng equip	1	100	100	0	100	0	0	0
Mfg misc office eqpt	1	50	50	100	0	0	0	0
Lithographic printing	1	50	50	100	0	0	0	0
Whol chemicals	1	50	50	0	0	0	0	100
Mfg lab apparatus	1	0	0	0	0	0	0	0
<b>Other payment categories</b>								
Cash experiences	24	505,550	500,000					
Payment record unknown	9	19,450	10,000					
Unfavorable comments	1	100	100					
Placed for collections	1	N/A	0					
<b>Total in D&amp;B's file</b>	<b>247</b>	<b>209,080,850</b>	<b>50,000,000</b>					

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Indications of slowness can be result of dispute over merchandise, skipped invoices etc.

#### Detailed payment history for this company

Date Reported (mm/yy)	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last Sale Within (month)
02/16	Ppt	65,000	5,000		Lease Agreement	

	Ppt	40,000	30,000	0		1 mo
	Ppt	30,000	100		Lease Agreemnt	
	Ppt	1,000	1,000	0		1 mo
	Ppt-Slow 30	500,000	250,000	250,000	N30	1 mo
	Ppt-Slow 30	45,000	25,000	7,500	N30	1 mo
	<b>Slow 30</b>	<b>10,000</b>	<b>10,000</b>	<b>10,000</b>	<b>N30</b>	<b>1 mo</b>
01/16	Ppt	40,000,000	20,000,000	0	N30	1 mo
	Ppt	7,000,000	7,000,000	0	N30	1 mo
	Ppt	1,000,000	95,000	0		1 mo
	Ppt	500,000	100	0		1 mo
	Ppt	100,000	100,000	0		1 mo
	Ppt	85,000	20,000	0		1 mo
	Ppt	50,000	25,000	0		1 mo
	Ppt	40,000	25,000	0		1 mo
	Ppt	40,000	35,000	0		1 mo
	Ppt	25,000	0			6-12 mos
	Ppt	20,000	20,000	0	N30	1 mo
	Ppt	15,000	10,000	0		1 mo
	Ppt	10,000	0	0		6-12 mos
	Ppt	7,500	7,500	0		1 mo
	Ppt	5,000	5,000	0		1 mo
	Ppt	5,000	2,500	0		1 mo
	Ppt	5,000	0			6-12 mos
	Ppt	5,000	0	0		4-5 mos
	Ppt	5,000	5,000	0		1 mo
	Ppt	2,500	2,500	0		1 mo
	Ppt	2,500	0	0	N30	2-3 mos
	Ppt	2,500	0	0		2-3 mos
	Ppt	2,500	2,500	0		1 mo
	Ppt	2,500	250	0		1 mo
	Ppt	2,500	750	0		1 mo
	Ppt	2,500	2,500	0		1 mo
	Ppt	2,500	0	0		2-3 mos
	Ppt	1,000	1,000	0		1 mo
	Ppt	1,000	0	0		4-5 mos
	Ppt	1,000	500	0		1 mo
	Ppt	1,000	1,000	0		1 mo
	Ppt	750	0	0		2-3 mos
	Ppt	750				1 mo
	Ppt	750	250	0		
	Ppt	250	250	0	N30	1 mo
	Ppt	250	0	0		2-3 mos
	Ppt	250	0	0		1 mo
	Ppt	250	0	0		6-12 mos
	Ppt	250	0	0		6-12 mos
	Ppt	50	0	0	N30	2-3 mos
	Ppt-Slow 30	50,000,000	50,000,000	15,000,000		1 mo
	Ppt-Slow 30	2,000,000	1,000,000	1,000,000		1 mo
	Ppt-Slow 30	400,000	400,000	0	N30	1 mo
	Ppt-Slow 30	200,000	100,000	0		1 mo
	Ppt-Slow 30	100,000	15,000	750		1 mo
	Ppt-Slow 30	55,000	55,000	5,000	1 10 N30	1 mo
	Ppt-Slow 30	10,000	10,000	2,500		1 mo

Ppt-Slow 30	5,000	1,000	1,000	1 15 N30	1 mo
Ppt-Slow 30	1,000	0	0		2-3 mos
Ppt-Slow 60	600,000	85,000	15,000		1 mo
Ppt-Slow 60	2,500	2,500	1,000		1 mo
Ppt-Slow 60	1,000	0	0		2-3 mos
Ppt-Slow 90	100,000	0	0		2-3 mos
Ppt-Slow 90	25,000	15,000	15,000		2-3 mos
Ppt-Slow 90	1,000	500	500		2-3 mos
Ppt-Slow 240	5,000	0	0		2-3 mos
Slow 10	500	0	0		6-12 mos
Slow 10	500	0	0	N30	6-12 mos
Slow 30	100,000	25,000	25,000		1 mo
Slow 30	7,500	7,500	5,000		1 mo
Slow 30	2,500	1,000	1,000	N30	1 mo
Slow 60	500	0	0	N30	6-12 mos
Slow 60	500	100	0		1 mo
Slow 90	2,500	2,500	2,500		2-3 mos
Slow 30-90	1,000	500	100		1 mo
Slow 30-90	250	250	250		4-5 mos
Slow 30-90	100	100	100		
Slow 30-90+	15,000	7,500	7,500		4-5 mos
Slow 90+	50	50	50		
(077)	0	0	0	Cash account	2-3 mos
06/15	Slow 60	20,000	0	0 N30	6-12 mos
03/15	Slow 60	20,000	0	0	4-5 mos
(080) Credit refused .	100	100	100		1 mo

Payments Detail Key: ■ 30 or more days beyond terms

Payment experiences reflect how bills are paid in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices, etc. Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

## Public Filings

Currency: Shown in USD unless otherwise indicated 

### Summary

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	# of Records	Most Recent Filing Date
Bankruptcy Proceedings	0	-
Judgments	0	-
Liens	1	01/03/14
Suits	0	-
UCCs	68	08/11/15

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

### Liens

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

<b>Amount</b>	<b>64</b>
<b>Status</b>	<b>Released</b>
<b>CASE NO.</b>	J819037
<b>Type</b>	County Tax
<b>Filed By</b>	TAX COLLECTOR
<b>Against</b>	SHI INTERNATIONAL CORP, SAN FRANCISCO, CA
<b>Where Filed</b>	SAN FRANCISCO COUNTY RECORDERS OFFICE, SAN FRANCISCO, CA
<b>Date Status Attained</b>	11/20/15
<b>Date Filed</b>	01/03/14
<b>Latest Info Received</b>	12/23/15

## UCC Filings

<b>Type</b>	Continuation
<b>Sec. Party</b>	IBM CREDIT LLC
<b>Debtor</b>	SOFTWARE HOUSE INTERNATIONAL, INC.
<b>Filing No.</b>	1922103
<b>Filed With</b>	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
<b>Date Filed</b>	2004-05-18
<b>Latest Info Received</b>	06/01/04
<b>Original UCC Filed Date</b>	1999-08-05
<b>Original Filing No.</b>	1922103

**Collateral** All Negotiable instruments including proceeds and products - All Inventory including proceeds and products - All Account(s) including proceeds and products - All Computer equipment including proceeds and products - and OTHERS

<b>Type</b>	Amendment
<b>Sec. Party</b>	IBM CREDIT LLC
<b>Debtor</b>	SOFTWARE HOUSE INTERNATIONAL, INC.
<b>Filing No.</b>	1922103
<b>Filed With</b>	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
<b>Date Filed</b>	2005-02-01
<b>Latest Info Received</b>	03/02/05
<b>Original UCC Filed Date</b>	1999-08-05
<b>Original Filing No.</b>	1922103

<b>Type</b>	Amendment
<b>Sec. Party</b>	IBM CREDIT CORPORATION, ATLANTA, GA IBM CREDIT CORPORATION, ARMONK, NY
<b>Debtor</b>	SOFTWARE HOUSE INTERNATIONAL INC and OTHERS
<b>Filing No.</b>	1922103
<b>Filed With</b>	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
<b>Date Filed</b>	2008-10-02
<b>Latest Info Received</b>	11/25/08
<b>Original UCC Filed Date</b>	1999-08-05
<b>Original Filing No.</b>	1922103

**Type** Continuation  
**Sec. Party** IBM CREDIT CORPORATION, ARMONK, NY IBM CREDIT CORPORATION, ATLANTA, GA  
**Debtor** SHI INTERNATIONAL CORP. and OTHERS  
**Filing No.** 1922103  
**Filed With** SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

**Date Filed** 2009-03-16  
**Latest Info Received** 05/15/09  
**Original UCC Filed Date** 1999-08-05  
**Original Filing No.** 1922103

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**Collateral** CONTRACT and proceeds  
**Type** Partial release  
**Sec. Party** IBM CREDIT CORPORATION, ATLANTA, GA  
**Debtor** SOFTWARE HOUSE INTERNATIONAL, INC.  
**Filing No.** 1922103  
**Filed With** SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

**Date Filed** 2011-10-03  
**Latest Info Received** 12/20/12  
**Original UCC Filed Date** 1999-08-05  
**Original Filing No.** 1922103

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**Collateral** SECURITY INTEREST and proceeds  
**Type** Partial release  
**Sec. Party** IBM CREDIT CORPORATION, ARMONK, NY  
**Debtor** SHI INTERNATIONAL CORP. and OTHERS  
**Filing No.** 1922103  
**Filed With** SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

**Date Filed** 2011-12-21  
**Latest Info Received** 04/07/12  
**Original UCC Filed Date** 1999-08-05  
**Original Filing No.** 1922103

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**Collateral** SECURITY INTEREST and proceeds  
**Type** Partial release  
**Sec. Party** IBM CREDIT CORPORATION, ATLANTA, GA  
**Debtor** SOFTWARE HOUSE INTERNATIONAL, INC.  
**Filing No.** 1922103  
**Filed With** SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

**Date Filed** 2012-03-23  
**Latest Info Received** 05/16/12  
**Original UCC Filed Date** 1999-08-05  
**Original Filing No.** 1922103

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**Collateral** AGREEMENT and proceeds

**Type** Partial release  
**Sec. Party** IBM CREDIT LLC, ATLANTA, GA  
**Debtor** SOFTWARE HOUSE INTERNATIONAL, INC.  
**Filing No.** 1922103  
**Filed With** SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

**Date Filed** 2012-06-25  
**Latest Info Received** 09/04/12  
**Original UCC Filed Date** 1999-08-05  
**Original Filing No.** 1922103

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**Collateral** SECURITY INTEREST and proceeds  
**Type** Partial release  
**Sec. Party** IBM CREDIT CORPORATION, ATLANTA, GA  
**Debtor** SOFTWARE HOUSE INTERNATIONAL, INC.  
**Filing No.** 1922103  
**Filed With** SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

**Date Filed** 2012-08-01  
**Latest Info Received** 09/28/12  
**Original UCC Filed Date** 1999-08-05  
**Original Filing No.** 1922103

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**Collateral** CONTRACT and proceeds  
**Type** Partial release  
**Sec. Party** IBM CREDIT CORPORATION, ATLANTA, GA  
**Debtor** SOFTWARE HOUSE INTERNATIONAL, INC.  
**Filing No.** 1922103  
**Filed With** SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

**Date Filed** 2012-11-01  
**Latest Info Received** 01/10/13  
**Original UCC Filed Date** 1999-08-05  
**Original Filing No.** 1922103

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**Collateral** CONTRACT and proceeds  
**Type** Amendment  
**Sec. Party** IBM CREDIT CORPORATION, ATLANTA, GA  
**Debtor** SOFTWARE HOUSE INTERNATIONAL, INC.  
**Filing No.** 1922103  
**Filed With** SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

**Date Filed** 2012-11-15  
**Latest Info Received** 02/28/13  
**Original UCC Filed Date** 1999-08-05  
**Original Filing No.** 1922103

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**Collateral** SECURITY INTEREST and proceeds



**Type** Partial release  
**Sec. Party** IBM CREDIT CORPORATION, ATLANTA, GA  
**Debtor** SOFTWARE HOUSE INTERNATIONAL, INC.  
**Filing No.** 1922103  
**Filed With** SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

**Date Filed** 2013-02-13  
**Latest Info Received** 04/18/13  
**Original UCC Filed Date** 1999-08-05  
**Original Filing No.** 1922103

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**Type** Continuation  
**Sec. Party** IBM CREDIT CORPORATION, ATLANTA, GA  
**Debtor** SOFTWARE HOUSE INTERNATIONAL, INC.  
**Filing No.** 1922103  
**Filed With** SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

**Date Filed** 2014-04-16  
**Latest Info Received** 09/09/14  
**Original UCC Filed Date** 1999-08-05  
**Original Filing No.** 1922103

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**Collateral** Inventory including proceeds and products - Chattel paper including proceeds and products  
**Type** Original  
**Sec. Party** BANC OF AMERICA LEASING & CAPITAL, LLC, CHICAGO, IL  
**Debtor** SHI INTERNATIONAL CORP  
**Filing No.** 26077512  
**Filed With** SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

**Date Filed** 2011-09-14  
**Latest Info Received** 10/14/11

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**Type** Amendment  
**Sec. Party** BANC OF AMERICA LEASING & CAPITAL, LLC, CHICAGO, IL BANK OF AMERICA, NATIONAL ASSOCIATION, CHICAGO, IL  
**Debtor** SHI INTERNATIONAL CORP  
**Filing No.** 26077512  
**Filed With** SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

**Date Filed** 2011-10-03  
**Latest Info Received** 02/16/12  
**Original UCC Filed Date** 2011-09-14  
**Original Filing No.** 26077512

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**Collateral** Accounts receivable and proceeds - Account(s) and proceeds  
**Type** Original  
**Sec. Party** CITIBANK, N.A., ITS BRANCHES, SUBSIDIARIES AND AFFILIATES, NEW YORK, NY  
**Debtor** SHI INTERNATIONAL CORP.

**Filing No.** 51220974  
**Filed With** SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ  
**Date Filed** 2015-06-25  
**Latest Info Received** 07/31/15

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**Collateral** Accounts receivable and proceeds - Account(s) and proceeds  
**Type** Original  
**Sec. Party** CITIBANK, N.A., ITS BRANCHES, SUBSIDIARIES AND AFFILIATES, NEW YORK, NY  
**Debtor** SHI INTERNATIONAL CORP.  
**Filing No.** 50581191  
**Filed With** SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ  
**Date Filed** 2013-07-25  
**Latest Info Received** 08/16/13

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**Collateral** Inventory and proceeds - Assets and proceeds - Account(s) and proceeds - General intangibles(s) and proceeds - and OTHERS  
**Type** Original  
**Sec. Party** EVERBANK COMMERCIAL FINANCE, INC., PARSIPPANY, NJ  
**Debtor** SHI INTERNATIONAL CORP.  
**Filing No.** 50451760  
**Filed With** SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ  
**Date Filed** 2013-02-21  
**Latest Info Received** 03/18/13

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**Collateral** Inventory and proceeds - Assets and proceeds - Account(s) and proceeds - Computer equipment and proceeds - and OTHERS  
**Type** Original  
**Sec. Party** SG EQUIPMENT FINANCE USA CORP., JERSEY CITY, NJ  
**Debtor** SHI INTERNATIONAL CORP.  
**Filing No.** 50363506  
**Filed With** SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ  
**Date Filed** 2012-10-17  
**Latest Info Received** 12/20/12

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**Collateral** Accounts receivable and proceeds - Contract rights and proceeds  
**Type** Original  
**Sec. Party** JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, CHICAGO, IL  
**Debtor** SHI INTERNATIONAL CORP.  
**Filing No.** 50219681  
**Filed With** SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ  
**Date Filed** 2012-04-04  
**Latest Info Received** 04/19/12

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**Collateral** General intangibles(s) including proceeds and products - Computer equipment including proceeds and products - Equipment including proceeds and products

**Type** Original

**Sec. Party** HEWLETT-PACKARD FINANCIAL SERVICES COMPANY, BERKELEY HEIGHTS, NJ

**Debtor** SHI INTERNATIONAL CORP.

**Filing No.** 50126880

**Filed With** SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

**Date Filed** 2011-11-18

**Latest Info Received** 12/12/11

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**Collateral** General intangibles(s) including proceeds and products - Computer equipment including proceeds and products - Equipment including proceeds and products

**Type** Original

**Sec. Party** HEWLETT-PACKARD FINANCIAL SERVICES COMPANY, BERKELEY HEIGHTS, NJ

**Debtor** SHI INTERNATIONAL CORP.

**Filing No.** 50111916

**Filed With** SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

**Date Filed** 2011-10-28

**Latest Info Received** 11/11/11

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**Collateral** Equipment and proceeds

**Type** Original

**Sec. Party** BANC OF AMERICA LEASING & CAPITAL, LLC, CHICAGO, IL EMC CORPORATION, HOPKINTON, MA

**Debtor** SHI INTERNATIONAL CORP.

**Filing No.** 26705781

**Filed With** SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

**Date Filed** 2015-05-14

**Latest Info Received** 07/28/15

**Government Activity**

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**Activity summary**


Borrower (Dir/Guar)	NO
Administrative Debt	NO
Contractor	YES
Grantee	NO
Party excluded from federal program(s)	NO

**Possible candidate for socio-economic program consideration**

Labour Surplus Area	N/A
Small Business	N/A
8(A) firm	N/A

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

## Special Events

Currency: Shown in USD unless otherwise indicated 


### Special Events

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#### 02/24/2016 -MERGER/ACQUISITION :

According to published reports, SHI International Corp. announced that it has acquired Eastridge, DUNS 124591228, (Winston Salem, NC).

## History & Operations

Currency: Shown in USD unless otherwise indicated 

### Company Overview

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<b>Company Name:</b>	SHI INTERNATIONAL CORP.
<b>Doing Business As :</b>	SOFTWARE HOUSE INTERNATIONAL , S H I
<b>Street Address:</b>	290 Davidson Ave Somerset , NJ 08873
<b>Phone:</b>	732 764-8888
<b>Fax:</b>	732-805-0818
<b>URL:</b>	<a href="http://www.shi.com">http://www.shi.com</a>
<b>History</b>	Is clear
<b>Operations</b>	Profitable
<b>Present management control</b>	27 years
<b>Annual Sales</b>	5,797,204,000

### History

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The following information was reported: **05/06/2015**

**Officer(s):** THAI LEE, CEO  
KOGUAN LEO, CHB  
HAL JAGGER, V PRES  
PAUL NG, CFO-SEC-V PRES  
MELISSA GRAHAM, V PRES  
CELESTE LEE, V PRES  
AL FITZGERALD, V PRES

**DIRECTOR(S) :** THE OFFICER(S)

The New Jersey Secretary of State's business registration file showed that SHI International Corp. was registered as a corporation on November 1989, under the file registration number 0100434583.

Business started 1989 by Leo Koguan. 60% of capital stock is owned by Thai Lee. 40% of capital stock is owned by Leo Koguan.

In November 1989, Software House International Inc was formed by Leo Koguan with the purchased of assets of Software House.

THAI LEE born 1958. Thai holds an MBA from Harvard Business School.

KOGUAN LEO born 1955. Koguan holds a Master's in International Relations.

HAL JAGGER. Hal obtained his B.A. of Political Science from the University of California, Davis in 1994.

PAUL NG. 1989-present active here.

MELISSA GRAHAM. Antecedents not available.

CELESTE LEE. Celeste holds a Master's from Harvard University.

AL FITZGERALD. Antecedents not available.

## Operations

05/06/2015

Provides computer programming services, specializing in software development or applications. Provides computer and data processing, and preparation and data processing services.

**Description:** Has 15,000 account(s). Terms are Net 30 days. Sells to commercial concerns and governmental accounts. Territory : International.

Nonseasonal.

**Employees:** 2,850 which includes officer(s). 1,400 employed here.

**Facilities:** Owns 440,000 sq. ft. in on 1st-4th floor of a five story brick a building.

**Location:** Central business section on side street.

**Branches:** This business has multiple branches, detailed branch/division information is available in Dun & Bradstreet's linkage or family tree products.

This business has one subsidiary.

**Subsidiaries:**

Shi/Government Solutions, Inc.

## SIC & NAICS

### SIC:

Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific about a company's operations than if we use the standard 4-digit code.

The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

7371 0300 Computer software development and applications

7374 0000 Data processing and preparation

7374 9902 Data processing service

### NAICS:

541511 Custom Computer Programming Services

518210 Data Processing, Hosting, and Related Services

518210 Data Processing, Hosting, and Related Services

## Financials

### Company Financials: D&B

05/06/2015

#### Two-year Statement Comparative:

	Fiscal Consolidated Dec 31 2014	Fiscal Consolidated Dec 31 2013
Current Assets	1,264,921,000	1,087,624,149
Current Liabilities	1,011,455,000	873,910,309
<b>Current Ratio</b>	1.25	1.24
Working Capital	253,466,000	213,713,840
Other Assets	40,967,000	42,138,512
Net Worth	294,433,000	255,852,352

Sales	5,797,204,000	5,003,074,575
Long Term Liab	0	0
Net Profit (Loss)	89,269,000	74,773,105

## Additional Financial Data

### Fiscal Consolidated statement dated DEC 31 2014

Assets		Liabilities	
Cash	84,268,000	Accts Pay	801,601,000
Accts Rec	1,122,641,000	Wholesale Financing Agree Advances	163,538,000
Inventory	52,776,000	Accruals	45,814,000
Prepaid Exps & Sundry Receivable	5,236,000	Due To Related Party	502,000
<b>Curr Assets</b>	<b>1,264,921,000</b>	<b>Curr Liabs</b>	<b>1,011,455,000</b>
Fixt & Equip	40,162,000	COMMON STOCK	100,000
Security Deposits & Other Assets	805,000	ADDIT. PD.-IN CAP	300,000
		ACCUM OTHER COMPREHENSIVE INCOME	1,895,000
		RETAINED EARNINGS	292,138,000
<b>Total Assets</b>	<b>1,305,888,000</b>	<b>Total Liabilities + Equity</b>	<b>1,305,888,000</b>

From JAN 01 2014 to DEC 31 2014 annual sales \$5,797,204,000; cost of goods sold \$5,354,580,000. Gross profit \$442,624,000; operating expenses \$348,727,000. Operating income \$93,897,000; other income \$794,000; other expenses \$3,512,000; net income before taxes \$91,179,000; other tax \$1,910,000. Net income \$89,269,000.

Extent of audit, if any, not indicated.

Fixed assets shown net less \$33,278,760 depreciation.

On MAY 01 2015 Akif Nizam, controller, referred to the above figures.

## Request Financial Statements

Requested financials are provided by SHI INTERNATIONAL CORP. and are not DUNSRight certified.

## Key Business Ratios

Statement Date Dec 31 2014

Based on this Number of Establishments 18

### Industry Norms Based On 18 Establishments

	This Business	Industry Median	Industry Quartile
<b>Profitability</b>			
Return on Sales %	1.5	7.8	4
Return on Net Worth %	30.3	16.8	2
<b>Short-Term Solvency</b>			
Current Ratio	1.3	2.6	4
Quick Ratio	1.2	2.0	3

<b>Efficiency</b>			
Assets to Sales %	22.5	88.1	1
Sales / Net Working Capital	22.9	3.0	1
<b>Utilization</b>			
Total Liabilities / Net Worth (%)	343.5	59.5	4

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## PARTNERS

Immediately following is a high-level list of the products SHI is able to provide to the City of Mesa/IPA. Upon award, SHI would be happy to provide a much more comprehensive list if necessary.

3M - Computer Accessories, Digital Telephones
3M - General Accessories and Telephony
Accellion - Software
Acer - Computer Accessories, Digital Telephones
Acer - Computers
Acer - Displays and monitors
Acronis Software - General Accessories and Telephony
Acronis Software - Software
Acronis Software - Software
AddOn - Cables
AddOn - General Accessories and Telephony
AddOn - Memory
Adesso - Computer Accessories, Digital Telephones
Adobe - Software
Agate Software - Software
AlienVault - Software
Alliance Enterprises - Software
Altova - Software
APC by Schneider Electric - Computer Accessories, Digital Telephones
APC by Schneider Electric - Racks
Apple - Computer Accessories, Digital Telephones
Apple - Computers
Apple - General Accessories and Telephony
Apricorn - Storage Products
Arcserve - Software
AssetWorks - Software
ASUSTeK COMPUTER - Computer Accessories, Digital Telephones
ASUSTeK COMPUTER - Computers
ASUSTeK COMPUTER - Displays and monitors
ASUSTeK COMPUTER - General Accessories and Telephony
Atlassian - Software
Attachmate - Software
Attunity - Software
Audio - Technica - General Accessories and Telephony
Autodesk - Software
Avery - Office Supplies
Axiom Memory Solutions - Batteries
Axiom Memory Solutions - Cables
Axiom Memory Solutions - General Accessories and Telephony
Axiom Memory Solutions - Memory
Axiom Memory Solutions - Storage Products
Axway - Software
B&B Electronics Manufacturing Company - General Accessories and Telephony



Barracuda Networks - General Accessories and Telephony
Barracuda Networks - Software
Barracuda Networks - Storage Products
Battery Technology - Batteries
Battery Technology - General Accessories and Telephony
Belkin - Cables
Belkin - Computer Accessories, Digital Telephones
Belkin - Computer Bags and Cases
Belkin - General Accessories and Telephony
BenQ - Displays and monitors
Bentley Systems - Software
BeyondTrust Software - Software
Bitdefender - Software
Black Box - Cables
Black Box - Computer Accessories, Digital Telephones
Black Box - General Accessories and Telephony
Black Box - Racks
Bluebeam Software - Software
Bluebeam Software - Software
BMC Software - Software
Bomgar - Software
Box - Software
Brenthaven - Computer Bags and Cases
Brocade Communications Systems - Computer Accessories, Digital Telephones
Brocade Communications Systems - Software
Brocade Communications Systems - Software
Brother - Computer Accessories, Digital Telephones
Brother - Office Supplies
Brother - Printers
Buffalo Technology - Storage Products
BUSlink - General Accessories and Telephony
BUSlink - Storage Products
C2G - Cables
C2G - Computer Accessories, Digital Telephones
C2G - General Accessories and Telephony
CA Technologies - Software
Canon - Batteries
Canon - Cameras
Canon - Computer Accessories, Digital Telephones
Canon - General Accessories and Telephony
Canon - Printers
Carbon Black - Software
Cartegraph - Software
Case Logic - Computer Bags and Cases
Case Logic - General Accessories and Telephony
Cellebrite - Software
Check Point Software Technologies - General Accessories and Telephony
Check Point Software Technologies - Software

Cherwell - Software
Chief Manufacturing - Computer Accessories, Digital Telephones
Cisco Systems - Cables
Cisco Systems - Computer Accessories, Digital Telephones
Cisco Systems - General Accessories and Telephony
Cisco Systems - Racks
Cisco Systems - Software
Cisco Systems - Software
Cisco Systems - Storage Products
Citrix Systems - Software
CODi - Computer Bags and Cases
CommVault Systems - Software
Comprehensive Cable - Cables
Conduviv Technologies - Software
Corel - Software
CrowdStrike - Software
CSI Technology Group - Software
Da-Lite Screen - General Accessories and Telephony
Decision Lens - Software
Dell - Batteries
Dell - Cables
Dell - Computer Accessories, Digital Telephones
Dell - Computer Bags and Cases
Dell - Computers
Dell - Displays and monitors
Dell - General Accessories and Telephony
Dell - Memory
Dell - Printers
Dell - Racks
Dell - Storage Products
D-Link Systems - Computer Accessories, Digital Telephones
DocuSign - Software
Dropbox - Software
Eaton Corporation - Computer Accessories, Digital Telephones
Eaton Corporation - Racks
EDGE Memory - Memory
EDGE Memory - Storage Products
Elite Screens - General Accessories and Telephony
Embarcadero Technologies - Software
Embarcadero Technologies - Software
EMC - Software
enChoice - Software
EntIT Software LLC - Software
EntIT Software LLC - Software
Epson - Computer Accessories, Digital Telephones
Epson - General Accessories and Telephony
Epson - Printers
eReplacements - Batteries

eReplacements - General Accessories and Telephony
Ergotron - Computer Accessories, Digital Telephones
Ergotron - General Accessories and Telephony
Erwin - Software
Erwin - Software
ESET - Software
Exabeam, Inc - Software
F5 Networks - Software
Faronics - Software
Fellowes - General Accessories and Telephony
FireEye - Software
Fischer International Identity - Software
Flexera Software - Software
Forcepoint LLC - Software
ForeScout Technologies - Software
ForgeRock - Software
Fortinet - General Accessories and Telephony
Fortinet - Software
Fortinet - Software
Fujifilm - Cameras
Fujitsu - Batteries
Fujitsu - Computer Accessories, Digital Telephones
Fujitsu - Computer Bags and Cases
Fujitsu - Computers
Fujitsu - General Accessories and Telephony
Fujitsu - Memory
Fujitsu - Storage Products
Genus Technologies - Software
GFI Software - Software
GlobalSCAPE - General Accessories and Telephony
GlobalSCAPE - Software
Griffin Technology - General Accessories and Telephony
Hewlett Packard Enterprise - Cables
Hewlett Packard Enterprise - Computer Accessories, Digital Telephones
Hewlett Packard Enterprise - Computers
Hewlett Packard Enterprise - General Accessories and Telephony
Hewlett Packard Enterprise - Memory
Hewlett Packard Enterprise - Racks
Hewlett Packard Enterprise - Software
Hewlett Packard Enterprise - Software
Hewlett Packard Enterprise - Storage Products
Honeywell - Computer Accessories, Digital Telephones
Honeywell - General Accessories and Telephony
Honeywell - Printers
Hootsuite - Software
HP, Inc. - Batteries
HP, Inc. - Computer Accessories, Digital Telephones
HP, Inc. - Computer Bags and Cases

HP, Inc. - Computers
HP, Inc. - Displays and monitors
HP, Inc. - General Accessories and Telephony
HP, Inc. - Memory
HP, Inc. - Office Supplies
HP, Inc. - Printers
HP, Inc. - Software
HP, Inc. - Storage Products
IBM - Computer Accessories, Digital Telephones
IBM - Software
Idera - Software
Imperva - Software
Imprivata, Inc. - Software
Incapsulate LLC - Software
Incipio Technologies - Computer Bags and Cases
Incipio Technologies - General Accessories and Telephony
Informatica Corporation - Software
Intel - General Accessories and Telephony
Intel - Storage Products
Intermec - Printers
Intermedix - Software
InterSystems - Software
IOGEAR - Computer Accessories, Digital Telephones
Ipswitch - Software
Ipswitch - Software
Ivanti - Software
Jabra - General Accessories and Telephony
JAMF Software - Software
JAMF Software - Software
Juniper Networks - General Accessories and Telephony
Kaspersky Labs - Software
Kaspersky Labs - Software
Kensington - Computer Accessories, Digital Telephones
Kensington - Computer Bags and Cases
Kensington - General Accessories and Telephony
Kingston Technology - Memory
Kingston Technology - Storage Products
Kodak - Cameras
Kofax Image Products - Software
Kronos - Software
Laserfiche - Software
Lawsoft - Software
Lenovo - Batteries
Lenovo - Computer Accessories, Digital Telephones
Lenovo - Computer Bags and Cases
Lenovo - Computers
Lenovo - Displays and monitors
Lenovo - General Accessories and Telephony

Lenovo - Memory
Lenovo - Racks
Lenovo - Storage Products
Lexmark International - Computer Accessories, Digital Telephones
Lexmark International - General Accessories and Telephony
Lexmark International - Printers
LG Electronics - Displays and monitors
LifeSize - Software
Lightspeed Systems - Software
LockPath, Inc - Software
Logitech - Cameras
Logitech - Computer Accessories, Digital Telephones
Logmein, Inc. - Software
LogRhythm - Software
Malwarebytes - Software
McAfee - Software
Micro Focus - Software
Micron Technology - Memory
Microsoft - Cameras
Microsoft - Computer Accessories, Digital Telephones
Microsoft - Computers
Microsoft - Software
Mimecast - Software
Mobile Edge - Computer Bags and Cases
Mobile Edge - General Accessories and Telephony
Modo Labs - Software
MuleSoft - Software
NEC - Computer Accessories, Digital Telephones
NEC - Displays and monitors
NEC - General Accessories and Telephony
NETGEAR - Computer Accessories, Digital Telephones
NETGEAR - General Accessories and Telephony
NetMotion Wireless - Software
NetOp - Software
Netscout Systems - Software
NetWrix Corporation - Software
Nimble Storage - Software
Nintex - Software
Nuance Communications - Software
Nutanix - Software
OGIO - Computer Bags and Cases
OKI - Computer Accessories, Digital Telephones
OKI - Printers
Olympus - General Accessories and Telephony
OpenText - Software
Oracle - Software
OtterBox - General Accessories and Telephony
Overland Storage - Storage Products

Palo Alto Networks - Software
Panasonic - Batteries
Panasonic - Computer Accessories, Digital Telephones
Panasonic - Computers
Panasonic - Displays and monitors
Panasonic - General Accessories and Telephony
Panasonic - Office Supplies
Panduit - Cables
Panduit - General Accessories and Telephony
Panduit - Racks
Pega - Software
Pega Systems - Software
Philips - Displays and monitors
Pitney Bowes - Software
Planar Systems - Displays and monitors
Plantronics - General Accessories and Telephony
PNY Technologies - Memory
Polycom - General Accessories and Telephony
PrinterLogic - Software
Promise Technology - General Accessories and Telephony
Proofpoint - Software
ProPhoenix - Software
QNAP Systems, Inc - General Accessories and Telephony
Qualtrics - Software
Qualys - Software
Quantum - Storage Products
Quest Software - General Accessories and Telephony
Quest Software - Software
Quest Software - Software
Quest Software - Storage Products
Rapid7 - Software
Raritan Computer - Computer Accessories, Digital Telephones
Red Gate Software - Software
Red Hat - Software
Ricoh - Computer Accessories, Digital Telephones
Ricoh - Office Supplies
Ricoh - Printers
Rocket Software, Inc. - Software
RSA Security - Software
Ruckus Wireless - General Accessories and Telephony
SailPoint - Software
Salesforce - Software
Salient Corporation - Software
Samsonite - Computer Bags and Cases
Samsung - Batteries
Samsung - Computer Accessories, Digital Telephones
Samsung - Computers
Samsung - Displays and monitors

Samsung - General Accessories and Telephony
Samsung - Memory
Samsung - Office Supplies
Samsung - Storage Products
SanDisk - Memory
SanDisk - Storage Products
SANS Institute - Software
SAP - Software
SAP BusinessObjects - Software
SAS Institute - Software
Seagate - General Accessories and Telephony
Seagate - Storage Products
Sennheiser - General Accessories and Telephony
SentinelOne - Software
Sentry Data Systems - Software
ServiceNow - Software
Sharp - Displays and monitors
SIIG - General Accessories and Telephony
Siteimprove - Software
Snow Software - Software
SolarWinds - Software
SolarWinds - Software
SonicWALL - General Accessories and Telephony
SonicWALL - Software
Sophos - Software
Spatial Data Logic - Software
Spillman Technologies, Inc. - Software
Splunk - Software
StarTech.com - Cables
StarTech.com - Computer Accessories, Digital Telephones
StarTech.com - General Accessories and Telephony
StarTech.com - Racks
StarTech.com - Storage Products
StorageCraft Technology - Software
SUPER MICRO Computer - General Accessories and Telephony
Swiftreach - Software
Symantec - Software
Symantec - Software
Tableau Software - Software
Tanium - Software
Targus - Computer Bags and Cases
Targus - General Accessories and Telephony
TechSmith - Software
Telerik - Software
Tenable Network Security - Software
Teradata - Software
ThreatTrack Security - Software
Thycotic - Software

Toshiba - Computer Accessories, Digital Telephones
Toshiba - Computers
Toshiba - Storage Products
Total Micro Technologies - Batteries
Total Micro Technologies - General Accessories and Telephony
Transcend Information - Memory
Transcend Information - Storage Products
Trend Micro - Software
Tripp Lite - Batteries
Tripp Lite - Cables
Tripp Lite - Computer Accessories, Digital Telephones
Tripp Lite - General Accessories and Telephony
Tripp Lite - Racks
TriTech Software Systems - Software
Turbonomic, Inc. - Software
Tyco Electronics - Displays and monitors
Tyler Technologies - Software
Unitrends Software - Software
Urban Factory - General Accessories and Telephony
V7 - General Accessories and Telephony
Vanguard Integrity Professionals - Software
Varonis - Software
Veeam Software - Software
Veeam Software - Software
Veracode - Software
Verbatim - Computer Accessories, Digital Telephones
Verbatim - Memory
Veritas Technologies LLC - Software
ViewSonic - Computer Accessories, Digital Telephones
ViewSonic - Displays and monitors
ViewSonic - General Accessories and Telephony
VIZIO - Displays and monitors
VMware - Software
Vmware - Software
WatchGuard Technologies - General Accessories and Telephony
Webroot Software - Software
Western Digital - General Accessories and Telephony
Western Digital - Storage Products
Xerox - Computer Accessories, Digital Telephones
Xerox - General Accessories and Telephony
Xerox - Office Supplies
Xerox - Printers
Zebra Technologies - Batteries
Zebra Technologies - Cables
Zebra Technologies - Computer Accessories, Digital Telephones
Zebra Technologies - Printers
Zix Corporation - Software
ZOHO Corporation - Software



Zonar Systems - Software
Zscaler - Software



## National Pricing Discount

RFP #2018011

For each item listed on the National Pricing Tab, Offerors are encouraged to provide a discount off of a verifiable price list by all manufacturers proposed. For example, Group 2, Item 5 is Keyboards. Offeror(s) may wish to propose more than one manufacturer of keyboards, such as Logitech, Fellowes, Belkin, Kensington, Tripplite, etc. Offeror(s) should provide a separate discount for each manufacturer being proposed. Offeror(s) should add additional columns to the pricing page(s) in order to accommodate additional manufacturers' discounts. In addition to indicating your proposed discounts, you must also apply those discounts to the sample items in the City of Mesa Market Basket tab (below).

- A. Propose a national discount off list price pricing structure. These are the minimum discounts Supplier will offer to Participating Agencies.
- B. Describe the catalog or index that discounts will be taken.
- C. Describe any special manufacturer pricing available to Participating Agencies.
- D. Describe any special large order or large customer pricing or additional discounts available to Participating Agencies.
- E. Describe any products offered by Supplier that are not captured in the pricing matrix below. Describe how Supplier proposes to price those items.

					If applicable, you may add additional manufacturers/discounts	
Item #	Product	Product / Group	Proposed Discount	Manufacturer Name	Proposed Discount	Manufacturer Name
1)	Group 1 - Systems	1) Desktops	4%	SHI's Full Catalog of Systems	%	
		2) Notebooks	4%	SHI's Full Catalog of Systems	%	
		3) Tablets	4%	SHI's Full Catalog of Systems	%	
		4) Servers (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc)	4%	SHI's Full Catalog of Systems	%	
		5) Keyboards	4%	SHI's Full Catalog of Input Devices	%	

2)	Group 2 - Input Devices	6) Mice	4%	SHI's Full Catalog of Input Devices	%
		7) Imaging Scanners	4%	SHI's Full Catalog of Input Devices	%
		8) POS Scanners	4%	SHI's Full Catalog of Input Devices	%
		9) Pointing Devices	4%	SHI's Full Catalog of Input Devices	%
		10) Bar Code Readers	4%	SHI's Full Catalog of Input Devices	%
		11) Audio Input	4%	SHI's Full Catalog of Input Devices	%
		12) Input Adapters	4%	SHI's Full Catalog of Input Devices	%
		13) PC and Network Cameras	4%	SHI's Full Catalog of Input Devices	%
		14) Input Cables	4%	SHI's Full Catalog of Input Devices	%
		15) Input Accessories	4%	SHI's Full Catalog of Input Devices	%
		16) Displays	4%	SHI's Full Catalog of Output Devices	%
		17) Printers	4%	SHI's Full Catalog of Output Devices	%
		18) Inkjet Printres	4%	SHI's Full Catalog of Output Devices	%
		19) Inkjet Photo Printers	4%	SHI's Full Catalog of Output Devices	%
		20) Laser Printers	4%	SHI's Full Catalog of Output Devices	%
21) Label Printers	4%	SHI's Full Catalog of Output Devices	%		

3)

Group 3 - Output Devices

22) Dot Matrix Printers	4%	SHI's Full Catalog of Output Devices	%
23) Multi-Function Printers	4%	SHI's Full Catalog of Output Devices	%
24) Wide Format Printers	4%	SHI's Full Catalog of Output Devices	%
25) Multi-Function Inkjet Printers	4%	SHI's Full Catalog of Output Devices	%
26) Wide Format Printers	4%	SHI's Full Catalog of Output Devices	%
27) Fax Machine Printers	4%	SHI's Full Catalog of Output Devices	%
28) Printer Accessories	4%	SHI's Full Catalog of Output Devices	%
29) Projectors	4%	SHI's Full Catalog of Output Devices	%
30) Projector Accessories	4%	SHI's Full Catalog of Output Devices	%
31) Audio Input	4%	SHI's Full Catalog of Output Devices	%
32) Video Cards	4%	SHI's Full Catalog of Output Devices	%
33) Sound Cards	4%	SHI's Full Catalog of Output Devices	%
34) Output Accessories	4%	SHI's Full Catalog of Output Devices	%
35) Printer Consumables	4%	SHI's Full Catalog of Output Devices	%
36) Desktop	4%	SHI's Full Catalog of Memory	%
37) Flash	4%	SHI's Full Catalog of Memory	%

4)	Group 4 - Memory	38) Networking	4%	SHI's Full Catalog of Memory	%
		39) Notebook	4%	SHI's Full Catalog of Memory	%
		40) Printer / Fax	4%	SHI's Full Catalog of Memory	%
		41) Server	4%	SHI's Full Catalog of Memory	%
		42) Adapters Fibre Channel	4%	SHI's Full Catalog of Storage Devices	%
		43) Adapters FireWire / USB	4%	SHI's Full Catalog of Storage Devices	%
		44) Adapters IDE/ATA/SATA	4%	SHI's Full Catalog of Storage Devices	%
		45) Adapters RAID	4%	SHI's Full Catalog of Storage Devices	%
		46) Adapters SCSI	4%	SHI's Full Catalog of Storage Devices	%
		47) Bridges & Routers	4%	SHI's Full Catalog of Storage Devices	%
		48) Disk Arrays	4%	SHI's Full Catalog of Storage Devices	%
		49) Disk Arrays JBOD	4%	SHI's Full Catalog of Storage Devices	%
		50) Drives Magneto-Optical	4%	SHI's Full Catalog of Storage Devices	%
		51) Drives Removable Disks	4%	SHI's Full Catalog of Storage Devices	%
		52) Fiber Channel Switches	4%	SHI's Full Catalog of Storage Devices	%
53) Hard Disks - External	4%	SHI's Full Catalog of Storage Devices	%		

5) Group 5 - Storage Devices

54) Hard Disks - Fibre Channel	4%	SHI's Full Catalog of Storage Devices	%
55) Hard Disks - IDE/ATA/S	4%	SHI's Full Catalog of Storage Devices	%
56) Hard Disks - Notebook	4%	SHI's Full Catalog of Storage Devices	%
57) Hard Disks - SCSI	4%	SHI's Full Catalog of Storage Devices	%
58) Networking Accessories	4%	SHI's Full Catalog of Storage Devices	%
59) Optical Drives - CD-ROM	4%	SHI's Full Catalog of Storage Devices	%
60) Optical Drives - CD-RW	4%	SHI's Full Catalog of Storage Devices	%
61) Optical Drives - DVD-CD	4%	SHI's Full Catalog of Storage Devices	%
62) Optical Drives - DVD-RW	4%	SHI's Full Catalog of Storage Devices	%
63) Storage Accessories	4%	SHI's Full Catalog of Storage Devices	%
64) Storage - NAS	4%	SHI's Full Catalog of Storage Devices	%
65) Storage - SAN	4%	SHI's Full Catalog of Storage Devices	%
66) Tape Autoloaders -AIT	4%	SHI's Full Catalog of Storage Devices	%
67) Tape Autoloaders - DAT	4%	SHI's Full Catalog of Storage Devices	%
68) Tape Autoloaders - DLT	4%	SHI's Full Catalog of Storage Devices	%
69) Tape Autoloaders - LTO	4%	SHI's Full Catalog of Storage Devices	%

70) Tape Drives - 4mm	4%	SHI's Full Catalog of Storage Devices	%
71) Tape Drives - 8mm/VXA	4%	SHI's Full Catalog of Storage Devices	%
72) Tape Drives - AIT	4%	SHI's Full Catalog of Storage Devices	%
73) Tape Drives - DAT	4%	SHI's Full Catalog of Storage Devices	%
74) Tape Drives - DLT	4%	SHI's Full Catalog of Storage Devices	%
75) Tape Drives - LTO/Ultrium	4%	SHI's Full Catalog of Storage Devices	%
76) Tape Drives SDLT	4%	SHI's Full Catalog of Storage Devices	%
77) Tape Drives - Travan	4%	SHI's Full Catalog of Storage Devices	%
78) 10/100 Hubs & Switches	4%	SHI's Full Catalog of Network Equipment	%
79) Bridges & Routers	4%	SHI's Full Catalog of Network Equipment	%
80) Gigabit Hubs & Swtiches	4%	SHI's Full Catalog of Network Equipment	%
81) Concentrators & Multiplexers	4%	SHI's Full Catalog of Network Equipment	%
82) Hardware Firewalls	4%	SHI's Full Catalog of Network Equipment	%
83) Intrusion Detection	4%	SHI's Full Catalog of Network Equipment	%
84) KVM	4%	SHI's Full Catalog of Network Equipment	%
85) Modems	4%	SHI's Full Catalog of Network Equipment	%

6)	Group 6 - Network Equipment	86) Network Test Equipment	4%	SHI's Full Catalog of Network Equipment	%	
		87) Network Adapters	4%	SHI's Full Catalog of Network Equipment	%	
		88) Network Cables	4%	SHI's Full Catalog of Network Equipment	%	
		89) Network Accessories	4%	SHI's Full Catalog of Network Equipment	%	
		90) Repeaters & Transceivers	4%	SHI's Full Catalog of Network Equipment	%	
		91) Wireless LAN Accessories	4%	SHI's Full Catalog of Network Equipment	%	
		92) Token Authentication	4%	SHI's Full Catalog of Network Equipment	%	
		93) 10G Fiber Optic Transceivers	4%	SHI's Full Catalog of Network Equipment	%	
		94) 1G Fiber Optic Transceivers	4%	SHI's Full Catalog of Network Equipment	%	
		95) Licensing Packages (e.g. Microsoft)	4%	SHI's Full Catalog of Software	%	
		96) Licensing Backup	4%	SHI's Full Catalog of Software	%	
		97) Licensing Barcode/OC	4%	SHI's Full Catalog of Software	%	
		98) Licensing Business Application	4%	SHI's Full Catalog of Software	%	
		99) Licensing CAD/CAM	4%	SHI's Full Catalog of Software	%	
100) Licensing - Cloning	4%	SHI's Full Catalog of Software	%			
101) Licensing - Computer Services	4%	SHI's Full Catalog of Software	%			



102) Licensince - Database	4%	SHI's Full Catalog of Software	%
103) Licensing - Development	4%	SHI's Full Catalog of Software	%
104) Licensing - Entertainment	4%	SHI's Full Catalog of Software	%
105) Licensing - Financial	4%	SHI's Full Catalog of Software	%
106) Licensing - Flow Chart	4%	SHI's Full Catalog of Software	%
107) Licensing - Graphic Design	4%	SHI's Full Catalog of Software	%
108) Licensing - Handheld	4%	SHI's Full Catalog of Software	%
109) Licensing - Network OS	4%	SHI's Full Catalog of Software	%
110) Licensing - OS	4%	SHI's Full Catalog of Software	%
111) Licensing - Personal Organization	4%	SHI's Full Catalog of Software	%
112) Licensing - Presentation	4%	SHI's Full Catalog of Software	%
113) Licensing - Reference	4%	SHI's Full Catalog of Software	%
114) Licensing - Report Analysis	4%	SHI's Full Catalog of Software	%
115) Licensing - Spreadhseet	4%	SHI's Full Catalog of Software	%
116) Licensing - Utilities	4%	SHI's Full Catalog of Software	%
117) Licensing - Warranties	4%	SHI's Full Catalog of Software	%

7)

Group 7 - Software

118) Licensing - Web Development	4%	SHI's Full Catalog of Software	%
119) Licensing - Word Processing	4%	SHI's Full Catalog of Software	%
120) Software - Backup	4%	SHI's Full Catalog of Software	%
121) Software - Barcode / OCR	4%	SHI's Full Catalog of Software	%
122) Software - Business Application	4%	SHI's Full Catalog of Software	%
123) Software - CAD/CAM	4%	SHI's Full Catalog of Software	%
124) Software - Cloning	4%	SHI's Full Catalog of Software	%
125) Software - Computer Services	4%	SHI's Full Catalog of Software	%
126) Software - Database	4%	SHI's Full Catalog of Software	%
127) Software - Development	4%	SHI's Full Catalog of Software	%
128) Software - Entertainment	4%	SHI's Full Catalog of Software	%
129) Software - Financial	4%	SHI's Full Catalog of Software	%
130) Software - Flow Chart	4%	SHI's Full Catalog of Software	%
131) Software - Graphic Design	4%	SHI's Full Catalog of Software	%
132) Software - Handheld	4%	SHI's Full Catalog of Software	%
133) Software - OS	4%	SHI's Full Catalog of Software	%

		134) Software - Personal Organization	4%	SHI's Full Catalog of Software	%	
		135) Software - Presentation	4%	SHI's Full Catalog of Software	%	
		136) Software - Reference	4%	SHI's Full Catalog of Software	%	
		137) Software - Report Analysis	4%	SHI's Full Catalog of Software	%	
		138) Software - Spreadsheet	4%	SHI's Full Catalog of Software	%	
		139) Software - Utilities	4%	SHI's Full Catalog of Software	%	
		140) Software - Warranties	4%	SHI's Full Catalog of Software	%	
		141) Software - Web Development	4%	SHI's Full Catalog of Software	%	
		142) Software - Word Processing	4%	SHI's Full Catalog of Software	%	
		143) Media - 4mm tape	4%	SHI's Full Catalog of Media Supplies	%	
		144) Media - AIT tape	4%	SHI's Full Catalog of Media Supplies	%	
		145) Media - DAT tape	4%	SHI's Full Catalog of Media Supplies	%	
		146) Media - DLT tape	4%	SHI's Full Catalog of Media Supplies	%	
		147) Media LTO / Ultrium tape drive	4%	SHI's Full Catalog of Media Supplies	%	
8)	Group 8 - Media Supplies	148) Media - Magneto - Optical	4%	SHI's Full Catalog of Media Supplies	%	
		149) Media - Optical	4%	SHI's Full Catalog of Media Supplies	%	

		150) Media - SLR tape	4%	SHI's Full Catalog of Media Supplies	%	
		151) Media - Travan tape	4%	SHI's Full Catalog of Media Supplies	%	
		152) Media - VXA tape	4%	SHI's Full Catalog of Media Supplies	%	
		153) Media - zip	4%	SHI's Full Catalog of Media Supplies	%	
9)	Group 9 - Collaboration & IP Telephony	154) IP phones	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		155) Video conferencing products	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		156) Voice gateways / servers	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		157) Headsets	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		158) Audo conferencing products	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		159) Analog phones	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		160) Accessories	4%	SHI's Full Catalog of Collobration and IP Telephony	%	
		161) Advanced Integration	4%	SHI's Full Catalog of Other	%	
		162) Asset Disposal	4%	SHI's Full Catalog of Other	%	

163) Asset Management	4%	SHI's Full Catalog of Other	%
164) Cables	4%	SHI's Full Catalog of Other	%
165) Cables - custom	4%	SHI's Full Catalog of Other	%
166) Cables - printer	4%	SHI's Full Catalog of Other	%
167) Complex warranties	4%	SHI's Full Catalog of Other	%
168) Desktop Accessories	4%	SHI's Full Catalog of Other	%
169) Display Accessories	4%	SHI's Full Catalog of Other	%
170) Electronic Services	4%	SHI's Full Catalog of Other	%
171) Handheld Accessories	4%	SHI's Full Catalog of Other	%
172) Imaging Accessories	4%	SHI's Full Catalog of Other	%
173) Imaging - Camcorders	4%	SHI's Full Catalog of Other	%
174) Imaging - Digital Cameras	4%	SHI's Full Catalog of Other	%
175) Intrenal Lab Service	4%	SHI's Full Catalog of Other	%
176) Lab fees	4%	SHI's Full Catalog of Other	%
177) Managed Services	4%	SHI's Full Catalog of Other	%
178) Miscellaneous solutions	4%	SHI's Full Catalog of Other	%

179) Mounting hardware for vehicles	4%	SHI's Full Catalog of Other	%
180) Networking Warranties	4%	SHI's Full Catalog of Other	%
181) Notebook Accessories	4%	SHI's Full Catalog of Other	%
182) Notebook Batteries	4%	SHI's Full Catalog of Other	%
183) PC Lab order services	4%	SHI's Full Catalog of Other	%
184) POS Accessories	4%	SHI's Full Catalog of Other	%
185) POS Displays	4%	SHI's Full Catalog of Other	%
186) Power Accessories	4%	SHI's Full Catalog of Other	%
187) Power Surge Protection	4%	SHI's Full Catalog of Other	%
188) Power UPS	4%	SHI's Full Catalog of Other	%
189) Server Accessories	4%	SHI's Full Catalog of Other	%
190) Service Charge	4%	SHI's Full Catalog of Other	%
191) System Components	4%	SHI's Full Catalog of Other	%
192) Training Courses	4%	SHI's Full Catalog of Other	%
193) Training Reference Manuals	4%	SHI's Full Catalog of Other	%
194) Warranties - Electronic	4%	SHI's Full Catalog of Other	%

195) iPad / Tablet Stylus	4%	SHI's Full Catalog of Other	%
196) Mouse / Wrist Pads	4%	SHI's Full Catalog of Other	%
197) Security Locks and Hardware	4%	SHI's Full Catalog of Other	%
198) Tools	4%	SHI's Full Catalog of Other	%
199) Document Scanner Accessories	4%	SHI's Full Catalog of Other	%
200) Flatbed Scanners	4%	SHI's Full Catalog of Other	%
201) Mobile Scanners	4%	SHI's Full Catalog of Other	%
202) Network Scanners	4%	SHI's Full Catalog of Other	%
203) Sheetfed Scanners	4%	SHI's Full Catalog of Other	%
204) Wide Format Scanners	4%	SHI's Full Catalog of Other	%
205) Workgroup / Department Scanner	4%	SHI's Full Catalog of Other	%
206) Build to Order Desktops	4%	SHI's Full Catalog of Other	%
207) Nettop	4%	SHI's Full Catalog of Other	%
208) Point of Sale	4%	SHI's Full Catalog of Other	%
209) Ultra Small Form Factor	4%	SHI's Full Catalog of Other	%
210) Apple / Mac Memory Upgrades	4%	SHI's Full Catalog of Other	%

10)

Group 10 - Other

211) Chips / SIMMs/SIPPs / ROMs	4%	SHI's Full Catalog of Other	%
212) Computer Cases	4%	SHI's Full Catalog of Other	%
213) CPUs / Fans	4%	SHI's Full Catalog of Other	%
214) Memory Accessories	4%	SHI's Full Catalog of Other	%
215) Motherboards / Chassis	4%	SHI's Full Catalog of Other	%
216) 1 - 2 port Serial Boards	4%	SHI's Full Catalog of Other	%
217) 3+ port Serial Boards	4%	SHI's Full Catalog of Other	%
218) Console Server	4%	SHI's Full Catalog of Other	%
219) Device Server	4%	SHI's Full Catalog of Other	%
220) Terminal Server	4%	SHI's Full Catalog of Other	%
221) Content Management	4%	SHI's Full Catalog of Other	%
222) Firewall / VPN Appliances	4%	SHI's Full Catalog of Other	%
223) Multifunction Security Appliances	4%	SHI's Full Catalog of Other	%
224) Network Camera Accessories	4%	SHI's Full Catalog of Other	%
225) Network Cameras	4%	SHI's Full Catalog of Other	%
226) Physical/Environmental Security	4%	SHI's Full Catalog of Other	%



227) Security Appliance Accessories	4%	SHI's Full Catalog of Other	%
228) Security Tokens	4%	SHI's Full Catalog of Other	%
229) Unified Threat Management	4%	SHI's Full Catalog of Other	%
230) 2-way Radios / Walkie Talkies	4%	SHI's Full Catalog of Other	%
231) Apple Notebooks	4%	SHI's Full Catalog of Other	%
232) Convertible PCs / Slate PCs / iPad	4%	SHI's Full Catalog of Other	%
233) iPad	4%	SHI's Full Catalog of Other	%
234) Slate Tablet Computers	4%	SHI's Full Catalog of Other	%
235) GPS / PDA	4%	SHI's Full Catalog of Other	%
236) Wireless Communication Devices	4%	SHI's Full Catalog of Other	%
237) Batteries	4%	SHI's Full Catalog of Other	%
238) Power Supplies / Adapters	4%	SHI's Full Catalog of Other	%
239) Rackmount Equipment	4%	SHI's Full Catalog of Other	%
240) Remote Power Management	4%	SHI's Full Catalog of Other	%
241) Surge Suppressors	4%	SHI's Full Catalog of Other	%
242) UPS / Battery Backup	4%	SHI's Full Catalog of Other	%

243) 14" & smaller LCD Display	4%	SHI's Full Catalog of Other	%
244) 15-19" LCD Display	4%	SHI's Full Catalog of Other	%
245) 15-19" Wide LCD Display	4%	SHI's Full Catalog of Other	%
246) 15-19" Wide LED Display	4%	SHI's Full Catalog of Other	%
247) 20-30" LCD Display	4%	SHI's Full Catalog of Other	%
248) 20-30" Wide LCD Display	4%	SHI's Full Catalog of Other	%
249) 20-30" Wide LED Display	4%	SHI's Full Catalog of Other	%
250) PCoIP and Zero Client Displays	4%	SHI's Full Catalog of Other	%
251) Arm Mounts	4%	SHI's Full Catalog of Other	%
252) Ceiling Mounts	4%	SHI's Full Catalog of Other	%
253) Combo Mounts	4%	SHI's Full Catalog of Other	%
254) Desktop Stands / Risers	4%	SHI's Full Catalog of Other	%
255) Flat Wall Mounts	4%	SHI's Full Catalog of Other	%
256) Mount Accessories	4%	SHI's Full Catalog of Other	%
257) Pole Display	4%	SHI's Full Catalog of Other	%
258) Stands / Carts / Feet	4%	SHI's Full Catalog of Other	%

259) Tilt Wall Mounts	4%	SHI's Full Catalog of Other	%
260) C-Cure Products	4%	SHI's Full Catalog of Other	%
261) Istar Products	4%	SHI's Full Catalog of Other	%

11)	Group 11 - Services		<b>STANDARD HOURLY RATE</b>	<b>DISCOUNT FROM STANDARD RATE</b>	SHI will work with local partners when possible to insure the City is getting the best value. Prices for Services will vary depending on the local partners. The rates below are an average.
		Design and Analysis	\$ 125.00	4%	
		Configuration	\$ 165.00	4%	
		Implementation	\$ 185.00	4%	
		Installation	\$ 185.00	4%	
		Training	\$ 99.00	4%	
		Maintenance & Support	\$ 99.00	4%	
		Additional Services Offered (please list any additional services offered and applicable discount / fees on a separate page and attach)			
12)	Group 12 - Additional Products/Services Not Identified	Respondents please add			
		Respondents please add			
		Respondents please add			
		Respondents please add			
		Respondents please add			
		Respondents please add			
		Respondents please add			

All discounts articulated here represent the minimum discounts off SHI Advertised List Price; actual discounts may be significantly higher.

The comprehensive SHI offering for National IPA consists of all hardware, software, and services available to our customer public sector marketplace. The discount structure offered to National IPA is based on our Advertised Price List which can be found on [www.shi.com](http://www.shi.com). In many cases, SHI Advertised List Price already reflects a substantial discount off of Manufacturer Published Price. Given the breadth of manufacturers and products that SHI offers, there will be many opportunities for SHI to secure additional discounts for eligible contract users. We work to provide your contract users with the most advantageous pricing available beyond the minimum discounts offered, whenever possible.

SHI prides ourselves on being honest and transparent with our customers especially when it comes to pricing. We base our pricing structure on SHI Advertised Price as this is a verifiable source. We do not inflate this Advertised Price for RFPs in order to make our discounts appear larger. Other vendors may use MSRP or Publisher List price, which can be unreliable as a pricelist may not be available for every product, a pricelist can change from day to day, and a pricelist can be inconsistent depending on where you source the information from. When a vendor manipulates contract language in this manner or uses a loose definition of cost, it results in an increase in profit for them and higher prices for customers.

If awarded, SHI is willing to provide complete transparency over the life of the contract as it relates to our costs and what we charge National IPA customers.

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Item Description	Item Number	Unit of Measure	% Off Catalog Discount (As identified on National Pricing Tab)	MSRP Price	Extended Price (MSRP - % Off Catalog)
HP EliteBook x360 1030 G2 (Energy Star)	1BS95UT#ABA	EA	4.00%	\$ 1,339.00	\$ 1,285.44
10.5-inch Apple iPad Pro Wi-Fi + Cellular 64GB - Space Gray	MQEY2LL/A	EA	4.00%	\$ 825.00	\$ 792.00
Dell OptiPlex 7050 Small Form Factor	S028O7050SFFUSR-83F9F	EA	4.00%	\$1,055.45	\$ 1,013.23
Dell Latitude 5480 Laptop	S022L548014USR 4C99R	EA	4.00%	\$1,143.91	\$ 1,098.16
Samsung Galaxy Tab E - Tablet - Android 6.0 (Marshmallow) - 16GB - 8" - 4G	SM-T377VZKAVZW	EA	4.00%	\$ 210.00	\$ 201.60
Logitech MX800 Wireless Keyboard & Mouse	920-006237	EA	4.00%	\$ 141.00	\$ 135.36
Microsoft Designer Bluetooth Desktop Keyboard and Mouse set	7N9-00001	EA	4.00%	\$ 83.00	\$ 79.68
Microsoft Wireless Comfort Desktop 5050 Keyboard and Mouse set	PP4-00001	EA	4.00%	\$ 58.00	\$ 55.68
Logitech MK120 USB Wired Keyboard/Mouse set	920-002565	EA	4.00%	\$ 14.00	\$ 13.44
Kensington Pro Fit Keyboard and Mouse set	K72324US	EA	4.00%	\$ 32.00	\$ 30.72
HP 27ER 27 Inch Display	T3M88AA#ABA	EA	4.00%	\$241.63	\$ 231.96
HP DesignJet T830 36-in Multifunction Printer	F9A30A#B1K	EA	4.00%	\$ 6,907.00	\$ 6,630.72
Dell UltraSharp 27" 4K Monitor	U2718Q	EA	4.00%	\$ 643.00	\$ 617.28
InFocus IN1116 - DLP Projector - Portable - 3D	IN1116	EA	4.00%	\$ 887.00	\$ 851.52
PNY NVIDIA NVS 810 Graphics Card - 2GPU's - NVS 810 - 4GB	VCNVS810DVI-PB	EA	4.00%	\$ 704.00	\$ 675.84
Kingston DDR4-32 GB- DIMM 288-pin	KTH-PL424/32G	EA	4.00%	\$ 410.00	\$ 393.60
Cisco DDR4-32 GB- DIMM 288-pin	UCS-MR-1X322RV-A	EA	4.00%	\$710.48	\$ 682.06
Cisco DDR3L-32 GB- LRDIMM 240-pin	UCS-ML-1X324RY-A	EA	4.00%	\$821.34	\$ 788.49
Kingston DDR3-64 GB- DIMM 240-pin	KVR16R11D4K4/64-CT64G4LFQ424A	EA	4.00%	\$978.90	\$ 939.75
Proline - DDR - 1GB - DIMM 184-pin	ASA5510-MEM-1GBCDW	EA	4.00%	\$ 237.51	\$ 228.01
Western Digital Red 6 TB internal HD	WD60EFRX	EA	4.00%	\$ 261.00	\$ 250.56

Seagate Video 3.5 HDD ST4000VM000 4TB	ST4000VM000 <b>ST4000VX007</b>	EA	4.00%	\$134.30	\$ 128.93
Dell PowerVault RD1000 RDX USB external	RD1000	EA	4.00%	<del>\$ 162.00</del>	<del>\$ 155.52</del>
Samsung 850 EVO 250 GB Internal SSD	MZ-75E250B/AM	EA	4.00%	\$ 113.00	\$ 108.48
SanDisk Cruzer Blade - USB flash drive 8 GB	SDCZ50-008G-B35	EA	4.00%	\$ 6.00	\$ 5.76
Cisco Nexus 7000 Series - Switch - Rack Mountable - With Fan Tray	N7K-C7010=	EA	4.00%	\$ 17,700.00	\$ 16,992.00
Extreme Networks C-Series C5 C5G124-24P2 Switch 24 ports Managed	C5G124-24P2	EA	4.00%	\$4,895.06	\$ 4,699.26
Juniper EX4200 24F - Switch - Managed	EX4200-24F-1AA	EA	4.00%	\$10,758.00	\$ 10,327.68
Ruckus ZoneFlex R600 - Wireless Access Point	901-R600-US00	EA	4.00%	\$ 811.00	\$ 778.56
Juniper EX 2200 24P switch managed	EX2200-24P-4G	EA	4.00%	\$ 1,433.00	\$ 1,375.68
Adobe Acrobat Pro 2017 - License - 1User	65280374AF01A00	EA	4.00%	\$407.97	\$ 391.65
Adobe Acrobat Standard 2017 - License - 1 User	65280416AD01A00	EA	4.00%	\$ 310.00	\$ 297.60
Microsoft Project Professional 2016 - Box Pack - 1PC	H30-05451	EA	4.00%	\$ 1,021.00	\$ 980.16
Microsoft Windows 10 Pro License 1User	FQC-08930	EA	4.00%	\$ 157.00	\$ 150.72
Nuance Dragon Naturally Speaking Premium Box Pack Version (13) 1User	K609A-G00-13.0	EA	4.00%	\$ 195.00	\$ 187.20
Verbatim DataLifePlus DVD-R Media 50 Pack	95078	PK	4.00%	\$ 19.00	\$ 18.24
Memorex DVD+R x 25 Storage media	05618 05638	PK	4.00%	\$18.10	\$ 17.38
Kingston Data Traveler SE9 G2 16GB USB 3.0	DTSE9G2/16GB	EA	4.00%	\$ 15.00	\$ 14.40
Apricorn Aegis Secure Key 3.0 - USB Flash Drive - 120GB	ASK3-120GB	EA	4.00%	\$ 236.00	\$ 226.56
Optical Quantum White Inkjet Hub Printable BD-R	OQBDRDL06WIPH-25	EA	4.00%	\$72.36	\$ 69.47
OpenScope Desk Phone	IP-55G SIPL30250-F600-C281	EA	4.00%	\$528.50	\$ 507.36
MediaTrix C711 8 FXS Gateway	C711-01-MX-D2000-K-000	EA	4.00%	\$371.20	\$ 356.35
Avaya Business Series Terminal T7208 - Digital Phone	NT8B26AAMAE6	EA	4.00%	#N/A	#N/A
APC1500VA	SMT1500	EA	4.00%	\$ 524.00	\$ 503.04
APC Smart-UPS X 3000VA Rack UPS	SMX3000RMLV2U	EA	4.00%	\$ 1,547.00	\$ 1,485.12
AirMagnet Survey Pro/Planner and Spectrum XT Bundle - License and Media (1 license)	AM/A1580	EA	4.00%	\$ 5,610.00	\$ 5,385.60

<u>Total Price</u>	\$ 62,157.82
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DELIVERY: See Specifications and/or Mesa Standard Terms and Conditions.

Vendor Name \_\_SHI International Corp\_\_





**CONTRACT AMENDMENT**

**Contract Title:** Information Technology Solutions

**Contract Number:** 2018011

**MA Number:** 19000009

**Amendment Number:** Two (2)

**Description of Change:** Contract renewal. Term of contract March 1, 2023 through February 28, 2025.

**Effective Date of Change:** March 1, 2023

**Acceptance:** On behalf of the undersigned Contractor, I have given careful consideration to this Contract Amendment and hereby agree to the change(s) and except that as amended herein, all provisions of the Contract remain in full force and effect.

**CDW Government LLC:**

Signature

Robert F. Kirby, President

Printed Name

05/25/2022

Date

**City of Mesa:**

Signature

Digitally signed by Edward Quedens  
DN: cn=Edward Quedens, o=Ctiy of Mesa, Arizona, ou=Business Services,  
email=ed.quedens@mesaaz.gov, c=US  
Date: 2022.05.26 06:07:49 -07'00'  
Adobe Acrobat version: 2022.001.20117

City Manager Designee

Date

Reviewed by:

Ted Stallings, Procurement Officer II



## Cisco End User License Agreement

### 1. Scope and Applicability

- 1.1 This End User License Agreement (“EULA”) between You and Cisco covers Your use of the Software and Cloud Services (“Cisco Technology”). This document also incorporates any [Product Specific Terms](#) that may apply to specific Cisco Technology. Definitions of capitalized terms are in Section 13 (Definitions).
- 1.2 **You agree to be bound by this EULA through:**
  - (a) **Your download, installation, or use of the Cisco Technology; or**
  - (b) **Your express agreement to this EULA.**
- 1.3 **If You do not have authority to enter into this EULA or You do not agree with its terms, do not use the Cisco Technology. You may request a refund for the Software within 30 days of Your initial purchase provided You return the Software to the Approved Source and disable or uninstall it. This paragraph does not apply where You have expressly agreed to end user license terms with Cisco as part of a transaction with an Approved Source.**

### 2. Using Cisco Technology

- 2.1 **License and Right to Use.** Cisco grants You a non-exclusive, non-transferable (except regarding Software, as permitted under the [Cisco Software Transfer and Re-Use Policy](#)):
  - (a) license to use the Software; and
  - (b) right to use the Cloud Servicesboth as acquired from an Approved Source, for Your direct benefit during the Usage Term and as set out in Your Entitlement and this EULA (collectively, the “Usage Rights”).
- 2.2 **Use by Third Parties.** You may permit Authorized Third Parties to exercise the Usage Rights on Your behalf, provided that You are responsible for:
  - (a) ensuring that such Authorized Third Parties comply with this EULA; and
  - (b) any breach of this EULA by such Authorized Third Parties.
- 2.3 **Beta and Trial Use.** If Cisco grants You Usage Rights in Cisco Technology on a trial, evaluation, beta or other free-of-charge basis (“Evaluation Software and Services”):
  - (a) You may only use the Evaluation Software and Services on a temporary basis for the period limited by the license key or specified by Cisco in writing. If there is no period identified, such use is limited to 30 days after the Evaluation Software and Services are made available to You;
  - (b) If You fail to stop using and/or return the Evaluation Software and Services or the equipment on which it is authorized for use by the end of the trial period, You may be invoiced for its list price and agree to pay such invoice;
  - (c) Cisco, in its discretion, may stop providing the Evaluation Software and Services at any time, at which point You will no longer have access to any related data, information, and files and must immediately cease using the Cisco Technology; and
  - (d) The Evaluation Software and Services may not have been subject to Cisco’s usual testing and quality assurance processes and may contain bugs, errors, or other issues. Unless agreed in writing by Cisco, You will not put Evaluation Software and Services into production use. Cisco provides Evaluation Software and Services “AS-IS” without support or any express or implied warranty or indemnity for any problems or issues, and Cisco has no liability relating to Your use of the Evaluation Software and Services.
- 2.4 **Upgrades or Additional Copies of Software.** You may only use Upgrades or additional copies of the Software beyond Your license Entitlement if You have:
  - (a) acquired such rights under a support agreement covering the Software; or

(b) purchased the right to use Upgrades or additional copies separately.

2.5 **Interoperability of Software.** If required by law and upon Your request, Cisco will provide You with the information needed to achieve interoperability between the Software and another independently created program, provided You agree to any additional terms reasonably required by Cisco. You will treat such information as Confidential Information.

2.6 **Subscription Renewal.** Usage Rights in Cisco Technology acquired on a subscription basis will automatically renew for the renewal period indicated on the order You or Your Cisco Partner placed with Cisco (“**Renewal Term**”) unless:

(a) You notify Your Approved Source in writing at least 45 days before the end of Your then-current Usage Term of Your intention not to renew; or

(b) You or Your Cisco Partner elect not to auto-renew at the time of the initial order placed with Cisco.

Your Approved Source will notify You reasonably in advance of any Renewal Term if there are fee changes. The new fees will apply for the upcoming Renewal Term unless You or Your Cisco Partner promptly notify Cisco in writing, before the renewal date, that You do not accept the fee changes. In that case, Your subscription will terminate at the end of the current Usage Term.

### 3. Additional Conditions of Use

3.1 **Cisco Technology Generally.** Unless expressly agreed by Cisco, You may not:

(a) transfer, sell, sublicense, monetize or make the functionality of any Cisco Technology available to any third party;

(b) use the Software on second hand or refurbished Cisco equipment not authorized by Cisco, or use Software licensed for a specific device on a different device (except as permitted under [Cisco's Software License Portability Policy](#));

(c) remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks;

(d) reverse engineer, decompile, decrypt, disassemble, modify, or make derivative works of the Cisco Technology; or

(e) use Cisco Content other than as part of Your permitted use of the Cisco Technology.

3.2 **Cloud Services.** You will not intentionally:

(a) interfere with other customers' access to, or use of, the Cloud Service, or with its security;

(b) facilitate the attack or disruption of the Cloud Service, including a denial-of-service attack, unauthorized access, penetration testing, crawling or distribution of malware (including viruses, trojan horses, worms, time bombs, spyware, adware and cancelbots);

(c) cause an unusual spike or increase in Your use of the Cloud Service that negatively affects operation of the Cloud Service; or

(d) submit any information that is not contemplated in the applicable Documentation.

3.3 **Evolving Cisco Technology**

(a) **Changes to Cloud Services.** Cisco may:

(1) enhance or refine a Cloud Service, although in doing so, Cisco will not materially reduce the core functionality of that Cloud Service, except as contemplated in Section 3.3(b) (End of Life); and

(2) perform scheduled maintenance of the infrastructure and software used to provide a Cloud Service, during which You may experience some disruption to that Cloud Service. Whenever reasonably practicable, Cisco will provide You with advance notice of such maintenance. You acknowledge that occasionally, Cisco may need to perform emergency maintenance without providing You advance notice, during which Cisco may temporarily suspend Your access to, and use of, the Cloud Service.

(b) **End of Life**

(1) Cisco may end the life of Cisco Technology, including component functionality (“**EOL**”), by providing written notice on [Cisco.com](#). If You or Your Cisco Partner prepaid a fee for Your use of Cisco Technology that becomes EOL before the expiration of Your then-current Usage Term, Cisco will use commercially reasonable efforts to transition You to a substantially similar Cisco Technology. If Cisco does not have substantially similar Cisco Technology, then

Cisco will credit You or Your Cisco Partner any unused portion of the prepaid fee for the Cisco Technology declared EOL (“**EOL Credit**”).

- (2) The EOL Credit will be calculated from the last date the applicable Cisco Technology is available to the last date of the applicable Usage Term. Such credit can be applied towards the future purchase of Cisco products.

- 3.4 **Protecting Account Access.** You will keep all account information up to date, use reasonable means to protect Your account information, passwords and other login credentials, and promptly notify Cisco of any known or suspected unauthorized use of or access to Your account.
- 3.5 **Use with Third Party Products.** If You use the Cisco Technology with third party products, such use is at Your risk. You are responsible for complying with any third-party provider terms, including its privacy policy. Cisco does not provide support or guarantee ongoing integration support for products that are not a native part of the Cisco Technology.
- 3.6 **Open Source Software.** Open source software not owned by Cisco is subject to separate license terms set out at [www.cisco.com/go/opensource](http://www.cisco.com/go/opensource). Cisco’s use of open source code in Cisco Technology will not:
  - (a) materially or adversely affect Your ability to exercise Usage Rights in that Cisco Technology; or
  - (b) cause Your software to become subject to an open source license, provided You only use Cisco Technology in accordance with Documentation and in object code form.

#### 4. Fees

To the extent permitted by law, orders for the Cisco Technology are non-cancellable. Fees for Your use of Cisco Technology are set out in Your purchase terms with Your Approved Source. If You use Cisco Technology beyond Your Entitlement (“**Overage**”), the Approved Source may invoice You, and You agree to pay, for such Overage.

#### 5. Confidential Information and Use of Data

##### 5.1 Confidentiality

- (a) Recipient will hold in confidence and use no less than reasonable care to avoid disclosure of any Confidential Information to any third party, except for its employees, affiliates and contractors who have a need to know (“**Permitted Recipients**”).
- (b) Recipient:
  - (1) must ensure that its Permitted Recipients are subject to written confidentiality obligations no less restrictive than the Recipient’s obligations under this EULA; and
  - (2) is liable for any breach of this Section by its Permitted Recipients.
- (c) Such nondisclosure obligations will not apply to information which:
  - (1) is known by Recipient without confidentiality obligations;
  - (2) is or has become public knowledge through no fault of Recipient; or
  - (3) is independently developed by Recipient.
- (d) Recipient may disclose Discloser’s Confidential Information if required under a regulation, law or court order provided that Recipient provides prior notice to Discloser (to the extent legally permissible) and reasonably cooperates, at Discloser’s expense, regarding protective actions pursued by Discloser.
- (e) Upon the reasonable request of Discloser, Recipient will either return, delete or destroy all Confidential Information of Discloser and certify the same.

##### 5.2 How We Use Data.

Cisco will access, process and use data in connection with Your use of the Cisco Technology in accordance with applicable privacy and data protection laws. Cisco’s Customer Master Data Protection Agreement (“**Customer MDPA**”) which is available at this [link](#) (or terms executed between You and Cisco governing the same scope) is incorporated by reference and solely applies to Your personal data as defined in the MDPA processed by Cisco on Your behalf when using the Cisco Technology. For further detail, please visit [Cisco’s Security and Trust Center](#).

- 5.3 **Notice and Consent.** To the extent Your use of the Cisco Technology requires it, You are responsible for providing notice to, and obtaining consents from, individuals regarding the collection, processing, transfer and storage of their data through Your use of the Cisco Technology.

## 6. Ownership

- 6.1 Unless agreed in writing, nothing in this EULA transfers ownership in, or grants any license to, any intellectual property rights. You retain any ownership of Your content and Cisco retains ownership of the Cisco Technology and Cisco Content.
- 6.2 Cisco may use any feedback You provide in connection with Your use of the Cisco Technology as part of its business operations.

## 7. Indemnification

- 7.1 **Claims.** Cisco will defend any third party claim against You that Your valid use of Cisco Technology under Your Entitlement infringes a third party's patent, copyright or registered trademark (the "**IP Claim**"). Cisco will indemnify You against the final judgment entered by a court of competent jurisdiction or any settlements arising out of an IP Claim, provided that You:

- (a) promptly notify Cisco in writing of the IP Claim;
- (b) fully cooperate with Cisco in the defense of the IP Claim; and
- (c) grant Cisco the right to exclusively control the defense and settlement of the IP Claim, and any subsequent appeal.

Cisco will have no obligation to reimburse You for attorney fees and costs incurred prior to Cisco's receipt of notification of the IP Claim. You, at Your own expense, may retain Your own legal representation.

- 7.2 **Additional Remedies.** If an IP Claim is made and prevents Your exercise of the Usage Rights, Cisco will either procure for You the right to continue using the Cisco Technology, or replace or modify the Cisco Technology with functionality that is at least equivalent. Only if Cisco determines that these alternatives are not reasonably available, Cisco may terminate Your Usage Rights granted under this EULA upon written notice to You and will refund You a prorated portion of the fee You paid for the Cisco Technology for the remainder of the unexpired Usage Term.

- 7.3 **Exclusions.** Cisco has no obligation regarding any IP Claim based on:

- (a) compliance with any designs, specifications, or requirements You provide or a third party provides;
- (b) Your modification of any Cisco Technology or modification by a third party;
- (c) the amount or duration of use made of the Cisco Technology, revenue You earned, or services You offered;
- (d) combination, operation, or use of the Cisco Technology with non-Cisco products, software or business processes;
- (e) Your failure to modify or replace the Cisco Technology as required by Cisco; or
- (f) any Cisco Technology provided on a no charge, beta or evaluation basis.

- 7.4 This Section 7 states Cisco's entire obligation and Your exclusive remedy regarding any IP Claim against You.

## 8. Warranties and Representations

- 8.1 **Performance.** Cisco warrants that:

- (a) for 90 days from the Delivery Date or longer as stated in Documentation, or on [www.cisco.com/go/warranty](http://www.cisco.com/go/warranty), the Software substantially complies with the Documentation; and
- (b) during the Usage Term, it provides the Cloud Services with commercially reasonable skill and care in accordance with the Documentation and Product Specific Terms.

- 8.2 **Malicious Code.** Cisco will use commercially reasonable efforts to deliver Cisco Technology free of Malicious Code.

- 8.3 **Qualifications**

- (a) Sections 8.1 and 8.2 do not apply if the Cisco Technology or the equipment on which it is authorized for use:
  - (1) has been altered, except by Cisco or its authorized representative;
  - (2) has been subjected to abnormal physical conditions, accident or negligence, or installation or use inconsistent with this EULA or Cisco's instructions;
  - (3) is acquired on a no charge, beta or evaluation basis;
  - (4) is not a Cisco-branded product or service; or
  - (5) has not been provided by an Approved Source.

- (b) Upon Your prompt written notification to the Approved Source during the warranty period of Cisco's breach of this Section 8, Your sole and exclusive remedy (unless otherwise required by law) is, at Cisco's option, either:
  - (1) repair or replacement of the applicable Cisco Technology; or
  - (2) a refund of either:
    - (A) the license fees paid for the non-conforming Software; or
    - (B) the fees paid for the period in which the Cloud Service did not comply, excluding any amounts paid or owed under an applicable service level agreement/objective.
- (c) Where Cisco provides a refund of license fees for Software, You must return or destroy all copies of the applicable Software.
- (d) **Except as set out in this Section and to the extent permitted by law, Cisco expressly disclaims all warranties and conditions of any kind, express or implied, including without limitation any warranty, condition or other implied term as to merchantability, fitness for a particular purpose or non-infringement, or that the Cisco Technology will be secure, uninterrupted or error-free.**
- (e) If You are a consumer, You may have legal rights in Your country of residence that prohibit the limitations set out in this Section from applying to You, and, to the extent prohibited, they will not apply.

## 9. Liability

- 9.1 Neither party will be liable for indirect, incidental, exemplary, special or consequential damages; loss or corruption of data or interruption or loss of business; or loss of revenues, profits, goodwill or anticipated sales or savings.
- 9.2 The maximum aggregate liability of each party under this EULA is limited to:
  - (a) for claims solely arising from Software licensed on a perpetual basis, the fees received by Cisco for that Software; or
  - (b) for all other claims, the fees received by Cisco for the applicable Cisco Technology and attributable to the 12 month period immediately preceding the first event giving rise to such liability.
- 9.3 Sections 9.1 and 9.2 do not apply to liability arising from:
  - (a) Your failure to pay all amounts due; or
  - (b) Your breach of Sections 2.1 (License and Right to Use), 3.1 (Cisco Technology Generally), 3.2 (Cloud Services) or 12.8 (Export).
- 9.4 This limitation of liability applies whether the claims are in warranty, contract, tort (including negligence), infringement, or otherwise, even if either party has been advised of the possibility of such damages. Nothing in this EULA limits or excludes any liability that cannot be limited or excluded under applicable law. This limitation of liability is cumulative and not per incident.

## 10. Termination and Suspension

- 10.1 **Suspension.** Cisco may immediately suspend Your Usage Rights if You breach Sections 2.1 (License and Right to Use), 3.1 (Cisco Technology Generally), 3.2 (Cloud Services), 5.1 (Confidentiality) or 12.8 (Export).
- 10.2 **Termination**
  - (a) If a party materially breaches this EULA and does not cure that breach within 30 days after receipt of written notice of the breach, the non-breaching party may terminate this EULA for cause.
  - (b) Cisco may immediately terminate this EULA if You breach Sections 2.1 (License and Right to Use), 3.1 (Cisco Technology Generally), 3.2 (Cloud Services) or 12.8 (Export).
  - (c) Upon termination of the EULA, You must stop using the Cisco Technology and destroy any copies of Software and Confidential Information within Your control.
  - (d) If this EULA is terminated due to Cisco's material breach, Cisco will refund You or Your Approved Source, the prorated portion of fees You have prepaid for the Usage Rights beyond the date of termination.
  - (e) Upon Cisco's termination of this EULA for Your material breach, You will pay Cisco or the Approved Source any unpaid fees through to the end of the then-current Usage Term. If You continue to use or access any Cisco Technology after termination, Cisco or the Approved Source may invoice You, and You agree to pay, for such continued use.

## 11. Verification

- 11.1 During the Usage Term and for a period of 12 months after its expiry or termination, You will take reasonable steps to maintain complete and accurate records of Your use of the Cisco Technology sufficient to verify compliance with this EULA (“**Verification Records**”). Upon reasonable advance notice, and no more than once per 12 month period, You will, within 30 days from Cisco’s notice, allow Cisco and its auditors access to the Verification Records and any applicable books, systems (including Cisco product(s) or other equipment), and accounts during Your normal business hours.
- 11.2 If the verification process discloses underpayment of fees:
- (a) You will pay such fees; and
  - (b) You will also pay the reasonable cost of the audit if the fees owed to Cisco as a result exceed the amounts You paid for Your Usage Rights by more than 5%.

## 12. General Provisions

- 12.1 **Survival.** Sections 3 (Additional Conditions of Use), 4 (Fees), 5 (Confidential Information and Use of Data), 6 (Ownership), 8 (Warranties and Representations), 9 (Liability), 10 (Termination and Suspension), 11 (Verification) and 12 (General Provisions) survive termination or expiration of this EULA.
- 12.2 **Third Party Beneficiaries.** This EULA does not grant any right or cause of action to any third party.
- 12.3 **Assignment and Subcontracting.**
- (a) Except as set out below, neither party may assign or novate this EULA in whole or in part without the other party’s express written consent.
  - (b) Cisco may:
    - (1) by written notice to You, assign or novate this EULA in whole or in part to an Affiliate of Cisco, or otherwise as part of a sale or transfer of any part of its business; or
    - (2) subcontract any performance associated with the Cisco Technology to third parties, provided that such subcontract does not relieve Cisco of any of its obligations under this EULA.
- 12.4 **US Government End Users.** The Software, Cloud Services and Documentation are deemed to be “commercial computer software” and “commercial computer software documentation” pursuant to FAR 12.212 and DFARS 227.7202. All US Government end users acquire the Software, Cloud Services and Documentation with only those rights set forth in this EULA. Any provisions that are inconsistent with federal procurement regulations are not enforceable against the US Government.
- 12.5 **Cisco Partner Transactions.** If You purchase Cisco Technology from a Cisco Partner, the terms of this EULA apply to Your use of that Cisco Technology and prevail over any inconsistent provisions in Your agreement with the Cisco Partner.
- 12.6 **Modifications to the EULA.** Cisco may change this EULA or any of its components by updating this EULA on Cisco.com. Changes to the EULA apply to any Entitlements acquired or renewed after the date of modification.
- 12.7 **Compliance with Laws**
- (a) **General.** Each party will comply with all laws and regulations applicable to their respective obligations under this EULA. Cisco may restrict the availability of Cisco Technology in any particular location or modify or discontinue features to comply with applicable laws and regulations.
  - (b) **Data collection and transfer.** If You use the Cisco Technology in a location with local laws requiring a designated entity to be responsible for collection of data about individual end users and transfer of data outside of that jurisdiction (e.g. Russia and China), You acknowledge that You are the entity responsible for complying with such laws.
- 12.8 **Export.** Cisco’s Software, Cloud Services, products, technology and services (collectively the “**Cisco Products**”) are subject to U.S. and local export control and sanctions laws. You acknowledge and agree to the applicability of and Your compliance with those laws, and You will not receive, use, transfer, export or re-export any Cisco Products in a way that would cause Cisco to violate those laws. You also agree to obtain any required licenses or authorizations.
- 12.9 **Governing Law and Venue.** This EULA, and any disputes arising from it, will be governed exclusively by the governing law below, based on Your primary place of business and without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods. The courts and venues set out below will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the EULA or its formation, interpretation or enforcement. Each party consents and submits to the exclusive jurisdiction of

such courts. Regardless of the below governing law, either party may seek interim injunctive relief in any court of appropriate jurisdiction regarding any alleged breach of Cisco's intellectual property or proprietary rights.

Your Primary Place of Business	Governing Law	Jurisdiction and Venue
United States, Latin America or the Caribbean, or any other location not specified below.	State of California, United States	Superior Court of California, County of Santa Clara and Federal Courts of the Northern District of California
Africa	England	English Courts
Asia*	England	English Courts
Australia	State of New South Wales, Australia	State and Federal Courts in New South Wales
Canada	Province of Ontario, Canada	Courts of the Province of Ontario
China	People's Republic of China	Hong Kong International Arbitration Center
Europe*	England	English Courts
Italy	Italy	Court of Milan
Japan	Japan	Tokyo District Court of Japan
Middle East	England	English Courts
Oceania*	England	English Courts

\* Excluding countries listed separately in this table.

If You are a US public sector agency or government institution in the United States, the laws of the primary jurisdiction in which You are located will govern the EULA and any disputes arising from it. For US Federal Government customers, this EULA will be controlled and construed under the laws of the United States.

- 12.10 **Notice.** Any notice delivered by Cisco to You under this EULA will be delivered via email, regular mail or postings on [Cisco.com](https://www.cisco.com). Notices to Cisco should be sent to Cisco Systems, Office of General Counsel, 170 West Tasman Drive, San Jose, CA 95134 unless this EULA, applicable Product Specific Terms or an order specifically allows other means of notice.
- 12.11 **Force Majeure.** Except for payment obligations, neither party will be responsible for failure to perform its obligations due to an event or circumstances beyond its reasonable control.
- 12.12 **No Waiver.** Failure by either party to enforce any right under this EULA will not waive that right.
- 12.13 **Severability.** If any portion of this EULA is not enforceable, it will not affect any other terms.
- 12.14 **Entire agreement.** This EULA is the complete agreement between the parties regarding the subject matter of this EULA and supersedes all prior or contemporaneous communications, understandings or agreements (whether written or oral).
- 12.15 **Translations.** Cisco may provide local language translations of this EULA in some locations. You agree those translations are provided for informational purposes only and if there is any inconsistency, the English version of this EULA will prevail.
- 12.16 **Order of Precedence.** If there is any conflict between this EULA and any Product Specific Terms expressly referenced in this EULA, the order of precedence is:
- (a) such Product Specific Terms;
  - (b) this EULA (excluding the Product Specific Terms and any Cisco policies); then
  - (c) any applicable Cisco policy expressly referenced in this EULA and any agreement expressly incorporated by reference.

### 13. Definitions

**"Affiliate"** means any corporation or company that directly or indirectly controls, or is controlled by, or is under common control with the relevant party, where "control" means to: (a) own more than 50% of the relevant party;



or (b) be able to direct the affairs of the relevant party through any lawful means (e.g., a contract that allows control).

**“Approved Source”** means Cisco or a Cisco Partner.

**“Authorized Third Parties”** means Your Users, Your Affiliates, Your third party service providers, and each of their respective Users, permitted to access and use the Cisco Technology on Your behalf as part of Your Entitlement.

**“Cisco” “we” “our” or “us”** means Cisco Systems, Inc. or its applicable Affiliate(s).

**“Cisco Content”** means any:

- (a) content or data provided by Cisco to You as part of Your use of the Cisco Technology; and
- (b) content or data that the Cisco Technology generates or derives in connection with Your use.

Cisco Content includes geographic and domain information, rules, signatures, threat intelligence and data feeds and Cisco’s compilation of suspicious URLs.

**“Cisco Partner”** means a Cisco authorized reseller, distributor or systems integrator authorized by Cisco to sell Cisco Technology.

**“Cloud Service”** means the Cisco hosted software-as-a-service offering or other Cisco cloud-enabled feature described in the applicable Product Specific Terms. Cloud Service includes applicable Documentation and may also include Software.

**“Confidential Information”** means non-public proprietary information of the disclosing party (**“Discloser”**) obtained by the receiving party (**“Recipient”**) in connection with this EULA, which:

- (a) is conspicuously marked as confidential or if verbally disclosed, is summarized in writing to the Recipient within 14 days and marked as confidential; or
- (b) is information which by its nature should reasonably be considered confidential whether disclosed in writing or verbally.

**“Delivery Date”** means the date agreed in Your Entitlement, or if no date is agreed:

- (a) where Usage Rights in Software or Cloud Services are granted separately:
  - (1) for Software, the earlier of the date Software is made available for download or installation, or the date that Cisco ships the tangible media containing the Software; and
  - (2) for Cloud Services, the date on which the Cloud Service is made available for Your use; or
- (b) where Usage Rights in Software and Cloud Services are granted together, the earlier of the date Software is made available for download, or the date on which the Cloud Service is made available for Your use.

**“Documentation”** means the technical specifications and usage materials officially published by Cisco specifying the functionalities and capabilities of the applicable Cisco Technology.

**“Entitlement”** means the specific metrics, duration, and quantity of Cisco Technology You commit to acquire from an Approved Source through individual acquisitions or Your participation in a Cisco buying program.

**“Malicious Code”** means code designed or intended to disable or impede the normal operation of, or provide unauthorized access to, networks, systems, Software or Cloud Services other than as intended by the Cisco Technology (for example, as part of some of Cisco’s security products).

**“Product Specific Terms”** means additional product related terms applicable to specific Cisco Technology as set out at [www.cisco.com/go/softwareterms](http://www.cisco.com/go/softwareterms).

**“Software”** means the Cisco computer programs, including Upgrades, firmware and applicable Documentation.

**“Upgrades”** means all updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Software.

**“Usage Term”** means the period commencing on the Delivery Date and continuing until expiration or termination of the Entitlement, during which period You have the right to use the applicable Cisco Technology.

**“User”** means the individuals (including contractors or employees) permitted to access and use the Cisco Technology on Your behalf as part of Your Entitlement.

**“You”** means the individual or legal entity acquiring Usage Rights in the Cisco Technology.



Pricing Proposal  
Quotation #: 25708641  
Created On: 1/9/2025  
Valid Until: 1/31/2024

## CA-City of Murrieta

### John Borger

1 Town Square  
Murrieta, CA 92562  
United States  
Phone: 951-304-2489  
Fax:  
Email: jborger@MurrietaCA.gov

## Account Executive

### Ryan Heda

SHI HQ  
290 Davidson Ave  
Somerset, NJ 08873  
Phone: 732-850-2735  
Fax:  
Email: ryan\_heda@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 SNTC 8X5XNBD Cisco Systems - Part#: CON-SNT-ASA550NK Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 2/8/2025 – 2/7/2026	2	\$245.73	\$491.46
2 SNTC 8X5XNBD Cisco Systems - Part#: CON-SNT-C9407R Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 2/8/2025 – 2/7/2026	2	\$2,958.82	\$5,917.64
3 SNTC 8X5XNBD Cisco Systems - Part#: CON-SNT-ASA5506K Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 2/8/2025 – 2/7/2026	1	\$144.74	\$144.74
4 SNTC 8X5XNBD Cisco Systems - Part#: CON-SNT-FPR21FWN Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 2/8/2025 – 2/7/2026	3	\$936.62	\$2,809.86
5 SNTC 8X5XNBD Cisco Systems - Part#: CON-SNT-WSC368TD Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 2/8/2025 – 2/7/2026	1	\$802.00	\$802.00
6 FPR TD High-End Cisco Systems - Part#: L-FPR4110T-T-1Y Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 2/8/2025 – 2/7/2026	2	\$16,786.72	\$33,573.44
7 SNTC 8X5XNBD	1	\$2,763.88	\$2,763.88

Cisco Systems - Part#: CON-SNT-C4507R+E  
 Contract Name: OMNIA Partners IT Solutions, Products & Services  
 Contract #: 2024056-02  
 Coverage Term: 2/8/2025 – 10/31/2025

8	SNTC 8X5XNBD Cisco Systems - Part#: CON-SNT-FPR4110N Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 2/8/2025 – 2/7/2026	2	\$6,967.87	\$13,935.74
9	FPR TD Mid-Range Cisco Systems - Part#: L-FPR2110T-T-1Y Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 2/8/2025 – 2/7/2026	2	\$1,641.37	\$3,282.74
10	FPR TD Mid-Range Cisco Systems - Part#: L-FPR2110T-T-1Y Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 2/8/2025 – 2/7/2026	1	\$1,641.37	\$1,641.37
11	SNTC 8X5XNBD Cisco Systems - Part#: CON-SNT-C4510R+E Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 2/8/2025 – 10/31/2025	1	\$5,264.79	\$5,264.79
12	SNTC 8X5XNBD Cisco Systems - Part#: CON-SNT-ISR4351K Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 2/8/2025 – 2/7/2026	1	\$1,258.77	\$1,258.77
13	SNTC 8X5XNBD Cisco Systems - Part#: CON-SNT-ISR4221K Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 2/8/2025 – 2/7/2026	6	\$184.72	\$1,108.32
14	SNTC 8X5XNBD Cisco Systems - Part#: CON-SNT-WSC365BU Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 2/8/2025 – 2/7/2026	1	\$498.19	\$498.19
15	Cisco FPR2110 Threat Defense Threat Protection License Cisco Systems - Part#: L-FPR2110T-T-1Y Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	2	\$0.00	\$0.00
16	Cisco FPR2110 Threat Defense Threat Protection License Cisco Systems - Part#: L-FPR2110T-T-1Y Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	1	\$0.00	\$0.00
17	Cisco FPR4110 Threat Defense Threat Protection License Cisco Systems - Part#: L-FPR4110T-T-1Y Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	2	\$0.00	\$0.00

**Additional Comments**

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Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

All orders for Cisco equipment and related software and services submitted, beginning on December 29, 2021, are non-cancelable and cannot be modified starting 45 days prior to the scheduled ship dates. Non-cancelable orders are not eligible for RMA for credit.

[Cisco's Terms and Conditions](#) apply to all hardware, software, cloud services, subscriptions, technical support and maintenance included in a Cisco offer.

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*



# CITY OF MURRIETA

## City Council Meeting Agenda Report

2/4/2025  
Agenda Item No. 4.

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TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Kristen Crane, Assistant City Manager

PREPARED BY: Brian Ambrose, Community Services Director

SUBJECT: Approve First Amendment to License Agreement with Newman Hospitality Group for Special Event Management Services for Town Square Park Amphitheater

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### **RECOMMENDATION**

Authorize the City Manager to execute a First Amendment to the License Agreement with Newman Hospitality Group, LLC, for special event management services at the Town Square Park Amphitheater.

### **PRIOR ACTION/VOTE**

In October 2023, the City Council approved entering a License Agreement with Newman Hospitality Group, LLC for special event management services at the Town Square Park Amphitheater.

### **CITY COUNCIL GOAL**

Foster and promote an engaged, connected and caring community.

### **BACKGROUND**

Within the last several years, the City constructed an amphitheater at Town Square Park with the vision of using the space to host major community events. Part of the City Council's vision for the Amphitheater was to work with a third-party that specializes in special event management to host large-scale events.

In 2022, the City completed a Request for Information (RFI) process, which yielded helpful information and led the City to pause in order to develop a Use Policy and Operations Framework for the Park and Amphitheater, deemed as a critical foundation for a prospective private firm to understand the broad scope of their responsibilities prior to the selection process.

Following City Council adoption of the Use Policy and Operations Framework in April 2023, the City Council provided direction to proceed with a Request for Proposals (RFP).

The goal of partnering with a special event management company for use of the amphitheater was to activate the Town Square Park Amphitheater with community events and add vitality, considering this as an economic

development driver to draw visitors to Murrieta, while also being a good neighbor and taking good care of the facility.

Following the RFP process, in October 2023, the City Council awarded a License Agreement to Newman Hospitality Group, LLC (NHG). NHG proposed to provide four events per calendar year for 2024, but the scope could be up to six events per year. The original Agreement was for a two-year term, consistent with the 24-month pilot period, with the ability for extension upon City Council approval.

### **Summary of 2024 Events**

During 2024, NHG held three two-day events at the Town Square Park Amphitheater, including:

- Jazz and Blues Festival - A live music event showcasing local and national jazz musicians (April 20-21);
- Old Town Music Festival - A two-day annual country music festival with national touring artists (June 8-9); and
- Rocktoberfest, a live music event showcasing local breweries (October 19-20).

Originally, NHG's vision was to host an event in August as well, but based on the heat during the June event, which impacted the visitor experience, they opted to forego an event in August, when temperatures are generally even higher.

Under the terms of the Agreement, NHG is fully responsible for all facets of their events, including financial responsibility and all aspects of planning and producing the special events, before, during, and after, in conformance with the operational framework and use policy established by the City Council.

In exchange for use of the space, the terms of the original agreement were that NHG would be responsible for all other costs associated with the event and NHG would share with the City 5% of any net revenues.

Reflecting on the three events of 2024, overall, they went well. Highlights include:

- The events were considered safe on all accounts, related to topics such as alcohol, crowd behavior, first aid, and set-up;
- Attendance at the So Cal Jazz and Blues Festival was 1,700 to 1,900; Old Town Music Festival was 2,700 to 3,000; and Rocktoberfest was 1,400 to 1,600;
- Customer feedback was positive from guests and vendors reporting that they had an enjoyable experience and really liked the venue;
- The team exercised continuous process improvement during the progression of all three events, each time implementing changes to make the operation more cost-effective and efficient;
- The first event generated numerous noise complaints to the City, but NHG addressed them appropriately, and there were few noise complaints for the following two events;
- The NHG team is working to develop a strong, foundational relationship with the City team, which will help in working toward further process improvement; and

- Continuing to look at ways the City could leverage its partnerships to help NHG with publicity, such as working with the Chamber of Commerce, Explore Murrieta, and the Downtown merchants since the City's goal is for these events to help attract visitors, shoppers, and diners to Murrieta as part of attending the festivals.
- Data from Explore Murrieta indicated that collaboration between Explore Murrieta and NHG for ticket giveaways in September and October to raise awareness, grow engagement, and build followers for both yielded positive results, particularly in October with over 32,000 impressions and 1,743 engagements.

### **Proposed Changes for 2025 and First Amendment to Agreement**

As a new endeavor, the initial set-up costs for the NHG events are proving to be expensive. Moving into the 2025 series of events, further consideration will be given to managing the overhead costs for each event while increasing attendance and revenue from ticket sales. Additionally, NHG continues to seek sponsorship opportunities, which would increase revenues to offset expenses and assist with the overall profitability of the events.

The vision of the original License Agreement was that NHG would bear the cost of City staff present during the NHG events, such as Fire, Police, Public Works, and Community Services. However, as the right-sizing approach continues to determine the necessary balance of City staffing during events to ensure safety and facility functionality, and while the two-year pilot is in process, staff and NHG have discussed NHG not paying the cost of the City personnel that are present. Based on 2024 staffing levels, the value the City would absorb in 2025 is approximately \$15,000 per event day.

Additionally, instead of hosting three two-day events for 2025, NHG proposes to host two three-day events. They are proposing to host the So Cal Jazz and Blues Fest on May 16-18, 2025, and the Old Town Music Festival in September and October (exact date to be determined). The event times each day would be as follows: Friday from 5:00 to 10:00pm; Saturday from 2:00 to 10:00pm; and Sunday from 2:00 to 8:00pm.

The attached draft First Amendment to the License Agreement for City Council consideration accomplishes these adjustments. Foregoing reimbursement for all staff costs is a considerable expense for the City, valued at approximately \$90,000 for one-year using the 2024 staffing model for three two-day events. Considering that this is a trial endeavor for the City, as well as the City Council's broader goal to activate the Town Square Park Amphitheater with large-scale events as an economic development strategy to draw visitors to Murrieta and add vitality, and that there is a start-up phase for establishing a viable business model and raising regional awareness about the events and the venue, staff recommends that the City Council approve this Amendment.

For the 2024 events, the Amendment would retroactively allow foregoing reimbursement for direct staffing costs provided by the City during the event dates (approximately \$7,500 per day for Fire, Public Works, and Community Services), with the exception of services provided by the Police Department (valued at about \$7,000 per day). For 2024, this amounts to \$45,000 for six event days at \$7,500 per day. If approved, the Amendment would allow foregoing reimbursement for all direct City staffing costs provided during the 2025 events, including services provided by the Police Department. Cumulatively, this amounts to an estimated \$90,000 for six event days at \$15,000 per day. All other provisions of the original License Agreement would remain in effect.

Since NHG's original agreement was for two years as a pilot program, staff plans to report back to the City Council at the end of 2025, or sooner, to discuss the structure for the continuation of the agreement.

**FISCAL IMPACT**

The fiscal impact associated with this item is estimated to result in a cost of approximately \$45,000 for 2024 for three two-day events, and \$90,000 per year, starting in 2025, for two, three-day events. Generally, these costs are for overtime staffing, budgeted in each respective department budget. If a department has insufficient capacity to absorb this cost, a budget adjustment request may be brought to the City Council separately as part of the quarterly budget review.

**ATTACHMENTS**

1. First Amendment to License Agreement with Newman Hospitality Group



**FIRST AMENDMENT  
TO SPECIAL EVENTS MANAGEMENT AGREEMENT**

**THIS FIRST AMENDMENT TO SPECIAL EVENTS MANAGEMENT AGREEMENT** (“**Amendment**”) by and between the **CITY OF MURRIETA**, a California municipal corporation (“**City**”) and **NEWMAN HOSPITALITY GROUP, LLC**, a California limited liability company (“**Licensee**”) is effective as of the \_\_\_ day of \_\_\_\_\_, 2025. City and Licensee are sometimes hereinafter individually referred to as a “**Party**” and jointly as the “**Parties.**”

**RECITALS**

**A.** City and Licensee entered into that certain Agreement for Contract Services dated December 13, 2023 (“**Agreement**”), whereby Consultant agreed to provide services related to Special Events Management for a pilot program for Licensee to provide management services for large-scale events.

**B.** The term of the Agreement expires on December 13, 2025.

**C.** City and Licensee now desire to amend the Agreement as set forth below.

NOW, THEREFORE, the Parties agree as follows:

**AGREEMENT**

**1. Recitals.** The foregoing recitals are incorporated herein by reference.

**2. Defined Terms.** All terms not otherwise defined in this Amendment shall have the meanings set forth in the Agreement.

**3. Amendments/Modifications to Agreement.**

**A. Section 4.f. Operating Costs** is amended to add the following new subsection viii:

“viii. For 2024 events, all services provided by City’s Police Department for each Special Event (day-of) shall be charged to Licensee. City will provide an invoice summarizing the Police services (“**Invoice**”) to Licensee, which Invoice shall be paid in full to City within thirty (30) days of receipt of the Invoice. If the Invoice is not paid when due, such amount shall thereafter bear interest at the rate of Ten Percent (10%) annually until paid in full, and such failure shall constitute a default under this Agreement without further notice or demand. For 2025 events, Licensee will not be charged for City staff services during the event days, including for the Police Department.”

**4. Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain in full force and effect. From and after the Effective Date

of this Amendment, all references to the term “Agreement” shall mean the Agreement as amended by this Amendment.

**5. Miscellaneous.**

**5.1 Affirmation.** The Parties ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement.

**5.2 No Other Modifications.** Each Party represents and warrants to the other that (i) there have been no written or oral modifications to the Agreement, and (ii) the Agreement as amended hereby is currently in effect, valid, and binding obligations of the Parties.

**5.3 Representations.** Each Party (“Representing Party”) represents and warrants to the other Party (“Other Party”) that, as of the Effective Date, the Other Party is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

**6. Adequate Consideration.** The Parties stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

**7. Authority.** The persons executing this Amendment on behalf of Licensee represent and warrant to City that (i) Licensee is duly organized and existing under the laws of the State of California, (ii) they are duly authorized to execute and deliver this Amendment on behalf of Licensee, (iii) by so executing this Amendment, Licensee is formally bound to the provisions of this Amendment, and (iv) entering into this Amendment does not violate any provision of any other agreement to which Licensee is bound.

**8. Interpretation.** This Amendment shall be construed according to its fair meaning as if prepared by both Parties to this Agreement. Headings used in this Amendment are provided for convenience only and shall not be used to construe meaning or intent.

**9. Counterparts.** This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original. All such counterparts shall together constitute but one and the same Amendment.

**10. Electronic Execution.** This Amendment may be executed electronically provided same complies with UETA and ESIGN using qualified third party providers such as AdobeSign or DocuSign.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment on the dates specified below.

**LICENSEE:**

NEWMAN HOSPITALITY GROUP, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Ken Newman, Managing Member & CEO

By: \_\_\_\_\_  
Brandie Newman,  
Its: \_\_\_\_\_

**CITY:**

CITY OF MURRIETA, a municipal  
corporation

By: \_\_\_\_\_  
Justin Clifton, City Manager

**ATTEST:**

\_\_\_\_\_  
Cristal M. McDonald, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Tiffany Israel, City Attorney



# CITY OF MURRIETA

## City Council Meeting Agenda Report

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2/4/2025  
Agenda Item No. 5.

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TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Javier Carcamo, Finance Director

PREPARED BY: Jennifer Terry, Finance Manager

SUBJECT: Approval of the Master Services Agreement with OpenGov for Transparency Portal Services

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### **RECOMMENDATION**

Approval of a Master Service Agreement with OpenGov for Transparency Portal Services, retroactively effective to October 1, 2023;

Amend the Fiscal Year 2024/25 Operating Budget by establishing an appropriation of \$770, to account for the annual software price adjustment; and

Authorize the City Manager to execute the agreement.

### **PRIOR ACTION/VOTE**

On November 19, 2019, the City Council adopted Resolution No. 19-4180, authorizing an agreement with OpenGov, Inc. for cloud-based services (Vote: 5-0).

### **CITY COUNCIL GOAL**

Maintain a high performing organization that values fiscal sustainability, transparency, accountability and organizational efficiency.

### **BACKGROUND**

The City has been utilizing OpenGov's services since 2019, to host its online "transparency portal." The portal helps convey and visualize details of the City's budget and actual revenues and expenditures by category. Citizens, businesses, and visitors can search and access the portal from the City's website to obtain information on annual budgets, highlight City initiatives, and track program data and performance metrics.

The First Amendment, approved in 2022, extended the term and adjusted the renewal language to state that the Agreement may renew for an additional one (1) year period upon the written agreement of both parties.

Staff is unable to locate a record of that written exchange, but the City has continued to pay for and use the OpenGov services and platform. The effective date of the proposed Agreement is backdated to October 1, 2023, to ensure continuity of business relations and clearly maintain terms of service and contractual obligations for all services received since that date.

The proposed Agreement will renew annually unless the City notifies OpenGov within thirty (30) days prior to the end of the then-current term. The proposed Agreement also includes an Annual Software Price Adjustment of five percent (5%). For Fiscal Year (FY) 2024/25, the amount is \$26,228.80. Subsequent years of the Agreement will increase from that base amount.

The recommended action also includes a request to appropriate \$770 to account for the Annual Inflation Adjustment.

### **FISCAL IMPACT**

The annual cost for use of OpenGov is \$26,228.80 for FY 2024/25. The cost for subsequent years of the Agreement will increase from that base amount by 5%. A budget was established for the annual license cost for FY 2024/25.

Staff recommends amending the FY 2024/25 Operating Budget to request a budget appropriation of \$770 in the Information Services Fund (GL 7268340-62160) to account for the Annual Inflation Adjustment included in the proposed Agreement. Costs for future years of the proposed Agreement will be included in the upcoming biennial budget.

### **ATTACHMENTS**

1. OpenGov Master Service Agreement

# OpenGov Master Services Agreement

The parties to this Master Services Agreement (this “Agreement”) are OpenGov, Inc., a Delaware corporation (“OpenGov”), and the customer named in the signature block below (“Customer”). This Agreement, which has an effective date of October 1, 2023 (the “Effective Date”), sets forth the terms under which Customer will be permitted to use OpenGov’s hosted software services and receive professional services.

## 1. Definitions

- 1.1. “Customer Data” means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer’s software systems of record). Customer Data does not include any confidential personally identifiable information.
- 1.2. “Documentation” means materials produced by OpenGov that provide information about OpenGov’s software products and systems.
- 1.3. “Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.
- 1.4. “Order Form” means the document(s) separately executed by the parties or attached as an Exhibit, that specifies the Software Services that OpenGov will provide to Customer under this Agreement.
- 1.5. “Term” refers to the Initial Term defined in Section 6.1 plus all Renewal Terms defined in Section 6.2.

## 2. Software Services, Support, and Professional Services

- 2.1. Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the commercial-off-the-shelf software solutions identified in the applicable Order Form (“Software Services”). Software Services do not include any pre-release features, functionality, and/or software that Customer elects to use while they are in beta.
- 2.2. Support and Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard business hours. Customer may report issues any time; however, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at opengov.com/service-sla, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

### 2.3. Professional Services

- 2.3.1. If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services (“Professional Services”) will be described in an applicable statement of work (“SOW”) agreed to by the parties, which is incorporated by reference. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.
- 2.3.2. Relevant travel expenses are provided in the SOW. Any other travel expenses related to the performance of the Professional Services shall be pre-approved by and reimbursed by Customer.

## 3. Restrictions and Responsibilities

- 3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. In addition, Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services, including but not limited to load testing, or stress testing; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.
- 3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third-party software systems of record (such as Customer’s ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

## 4. Intellectual Property Rights; License Grants; Access to Customer Data

- 4.1. Software Services. OpenGov owns all interests and Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov. Customer may not copy, imitate, or use them, in whole or in part, without OpenGov’s prior written consent. Subject to Customer’s obligations under this Agreement, OpenGov grants Customer a non-exclusive, royalty-free license during the Term to use the Software Services.
- 4.2. Customer Data. Customer Data and the Intellectual Property Rights therein belong to Customer. Customer grants OpenGov and its partners (such as hosting providers) a non-

exclusive, royalty-free license to use, store, edit, and reformat Customer Data for the purpose of providing the Software Services. Customer further agrees that OpenGov and its partners may use aggregated, anonymized Customer Data for purposes of product enhancement, customer service, and data analysis. Insights gleaned from aggregated, anonymized Customer Data will belong to OpenGov.

- 4.3. Access to Customer Data. Customer may download Customer Data from the Software Services at any time during the Term, excluding during routine software maintenance periods.
- 4.4. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.4, upon the termination of this Agreement, Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices, which is to delete Customer Data 45 days after termination or expiration of the Agreement. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement. Such a request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice in Section 10.2.
- 4.5. Feedback. "Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate Feedback into the Software Services and Documentation. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

## **5. Confidentiality**

- 5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, and all Documentation.
- 5.2. Confidential Information does not include: (a) data that Customer has previously released to the public; (b) data that Customer would be required to release to the public upon request under applicable federal, state, or local public records laws; (c) Customer Data that Customer requests OpenGov make available to the public in conjunction with the Software Services; (d) information that becomes publicly known through no breach by either party; (e) information that was rightfully received by a party from a third party without restriction on use or disclosure; or (f) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.
- 5.3. Each party agrees to obtain prior written consent before disclosing any of the other



party's Confidential Information. Each party further agrees to use the other's Confidential Information only in connection with this Agreement. Each party further agrees to protect the other party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a party is required to disclose Confidential Information by law or court order, they must notify the other party in writing before making the disclosure to give the other party an opportunity to oppose or limit the disclosure.

## **6. Term and Termination**

- 6.1. Initial Term. This Agreement begins on the Effective Date and ends on the date the subscription ends ("Initial Term"), according to the Order Form, unless sooner terminated pursuant to Section 6.3.
- 6.2. Renewal. This Agreement shall automatically renew for another period of the same duration as the Initial Term (each one is a new "Renewal Term") unless either party notifies the other party of its intent not to renew this Agreement in writing no less than 30 days before the end of the then-current term.
- 6.3. Termination for Cause. If either party materially breaches any term of this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching party, the non-breaching party may terminate this Agreement.
- 6.4. Termination for Non-Appropriation. For any term after the first full year of this Agreement, Customer may terminate this Agreement if it does not appropriate funds to continue this Agreement in a future fiscal year by providing notice in writing no less than 30 days before the end of the then-current term. Such termination shall be effective upon the expiration of the then-current term. To invoke termination under this section, Customer must use good faith efforts to secure the appropriate funds for the next year's fees.
- 6.5. Effect of Termination. Upon termination of this Agreement pursuant to Section 6: (a) Customer shall pay in full for all Software Services and Professional Services for the then-current annual term, (b) OpenGov shall stop providing Software Services and Professional Services to Customer; and (c) each party shall (at the other party's option) return or delete any of the other party's Confidential Information in its possession.

## **7. Payment of Fees**

- 7.1. Fees; Invoicing; Payment; Expenses.
  - 7.1.1. Fees. Fees for Software Services and for Professional Services are set forth in the applicable Order Form, and OpenGov will invoice Customer accordingly. Customer agrees to pay invoices within 30 days. Invoices are deemed received when OpenGov emails them to Customer's designated billing contact. Obligations to pay fees are non-cancelable, and payments are non-refundable.
  - 7.1.2. Annual Software Price Adjustment. OpenGov shall increase the fees for the Software Services during any Renewal Term by 5% each year or as otherwise agreed upon in

the applicable renewal Order Form.

- 7.1.3. Travel Expenses. OpenGov will invoice Customer for travel expenses provided in the SOW or Order Form as they are incurred. Customer shall pay all such valid invoices within 30 days of receipt of invoice. Receipts shall be provided for the travel expenses listed on the invoice.
- 7.2. Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, (a) Customer will owe a late interest penalty of the maximum rate permitted by law and (b) If Customer's account remains delinquent (with respect to payment of an undisputed invoice) for 10 days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to 90 days to pursue good faith negotiations before pursuing termination in accordance with Section 6.3. Customer will continue to incur and owe all applicable fees irrespective of any such service suspension based on such Customer's delinquency.
- 7.3. Taxes. All fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("Sales Taxes"). Customer is solely responsible for all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax-exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

## **8. Representations and Warranties; Disclaimer**

- 8.1. By OpenGov.
  - 8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.
  - 8.1.2. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, OpenGov will re-perform the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of the completion of Professional Services pursuant to the applicable SOW to receive such warranty remedies.
  - 8.1.3. Software Services Warranty. OpenGov further represents and warrants that for the

Term, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of Customer discovering the defect. For any breach of the Software Services warranty, OpenGov will repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted. If OpenGov is unable to do so, Customer may terminate the license for such Software Services and will be entitled to recover all fees paid to OpenGov for the deficient Software Services.

- 8.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement; and (b) OpenGov's use of Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.
- 8.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## **9. Limitation of Liability**

- 9.1. By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 9.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.
- 9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and

(c) either party's infringement of the other party's Intellectual Property Rights.

- 9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

## 10. Miscellaneous

- 10.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.
- 10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. For notices required by the Agreement the parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: legal@opengov.com with a mailed copy to OpenGov, Inc., 660 3rd Street, Suite 100, San Francisco, CA 94107.
- 10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.
- 10.4. Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.
- 10.5. Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.
- 10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
- 10.7. Survival. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 7 (Payment of Fees), Section 4.4 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).
- 10.8. Assignment. There are no third-party beneficiaries to this Agreement. Except as set

forth in this Section 10.8, neither party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.

- 10.9. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.
- 10.10. Governing Law and Jurisdiction. This Agreement will be governed by the laws of Customer's jurisdiction, without regard to conflict of laws principles. The parties submit to personal jurisdiction and venue in the courts of Customer's jurisdiction.
- 10.11. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any additional or different terms in a purchase order or click-through agreement are expressly rejected by the Parties and are void. Any modification to this Agreement must be in writing and signed by an authorized representative of each party.

**City of Murrieta**

**OpenGov, Inc.**

Signature	_____	Signature	_____
Name	<u>Justin Clifton</u>	Name	_____
Title	<u>City Manager</u>	Title	_____
Date	_____	Date	_____



# CITY OF MURRIETA

## City Council Meeting Agenda Report

2/4/2025  
Agenda Item No. 6.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Javier Carcamo, Finance Director

PREPARED BY: Javier Carcamo, Finance Director

SUBJECT: Resolutions of Intention for Formation of Community Facilities District No. 2025-1 (Safety Services) of the City of Murrieta, Community Facilities District No. 2025-2 (Maintenance Services) of the City of Murrieta, and Community Facilities District No. 2025-3 (Discovery Village) of the City of Murrieta

### **RECOMMENDATION**

Adopt Resolution No. 25-4805 entitled: *A Resolution of the City Council of the City of Murrieta Declaring its Intention to Establish Community Facilities District No. 2025-1 (Safety Services) of the City of Murrieta, to Authorize the Levy of a Special Tax on Property Within the District to Pay the Costs of Providing Public Safety Services;*

Adopt Resolution No. 25-4806 entitled: *A Resolution of the City Council of the City of Murrieta Declaring its Intention to Establish Community Facilities District No. 2025-2 (Maintenance Services) of the City of Murrieta, to Authorize the Levy of a Special Tax on Property Within the District to Pay the Costs of Providing Public Maintenance Services;*

Adopt Resolution No. 25-4807 entitled: *Resolution of Intention of the City Council of the City of Murrieta to Established Community Facilities District No. 2025-3 (Discovery Village) of the City of Murrieta, to Authorize the Levy of a Special Tax to Pay the Costs of Acquiring or Constructing Certain Facilities and to Pay Debt Service on Bonded Indebtedness;*

Adopt Resolution No. 25-4808 entitled: *Resolution of Intention of the City Council of the City of Murrieta To Incur Bonded Indebtedness in an Amount Not to Exceed \$27,500,000 Within Proposed Community Facilities District No. 2025-3 (Discovery Village) Of The City Of Murrieta; and*

Approve a Reimbursement Agreement regarding the Community Facilities District No 2025-3 (Discovery Village) and authorize the City Manager to execute the agreement.

### **PRIOR ACTION/VOTE**

On January 21, 2003, the City Council adopted the Land Secured Financing Policy for Special Assessment and Mello-Roos Community Facilities District Financing (Vote: 5-0).

On April 5, 2016, the City Council adopted a Resolution amending the Land Secured Financing Policy (Vote: 5

-0).

On October 3, 2023, the City Council considered an Amendment to the Community Facilities District Goals and Policies and directed staff to present the recommendations in a workshop (Vote 3-2)<sup>3</sup>.

On December 5, 2023, the City Council held a workshop on the proposed Amendment to the Community Facilities District Goals and Policies (Non-Action Item).

On December 5, 2023, the City Council Adopted Resolution No. 23-4717, amending and restating Community Facilities District Goals and Policies (Vote 5-0)<sup>4</sup>.

## **CITY COUNCIL GOAL**

Maintain a high performing organization that values fiscal sustainability, transparency, accountability and organizational efficiency.

## **BACKGROUND**

Community Facilities Districts (CFDs) are a widely used financing mechanism to fund infrastructure and services associated with new, significant, large development projects, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Mello-Roos Act"). The City has previously established sixteen (16) CFDs.

On December 5, 2023, the City Council amended the City's CFD Goals and Policies. The amendments included adding the ability for developers to finance public safety services and maintenance services, adding an annual escalator to cover increases in the cost of providing services, changes to the list of eligible facilities that can be financed, allowing Development Impact Fees (DIF) to be financed, and increasing the maximum cap on the effective tax rate from 1.8% to 2.0% for CFD.

Historically, the City has conditioned new residential projects to pay for basic landscaping and lighting maintenance services pursuant to the Landscaping and Lighting Act of 1972 ("LLD") of the Street & Highways Code. This funding mechanism includes limited services and requires the City to pay for the General Benefit portion of the assessment, typically up to 25% of the service costs. In addition, the City previously charged new development for the following services: 1) rooftop Fire tax, 2) Community Services District assessment, and 3) a Park and Recreation assessment. The combined assessments total \$125 per residential unit.

The property owner for the proposed Discovery Village Project (Project), Discovery Village LLC (Property Owner), has requested that the City assist in forming three (3) CFDs to provide public safety services, maintenance services, and facilities financing. The property to be included in the proposed CFDs is located at the southwest corner of the intersection of Whitewood Road and Baxter Road, east of Interstate 215. The Project is proposed to include approximately 365 single-family homes at full buildout. The Project was not conditioned to form the services CFDs but was conditioned to form a Landscape and Lighting Maintenance District to provide landscaping and lighting services. Upon the formation of these CFDs, the Property Owner will cancel an existing CFD previously formed with the Eastern Municipal Water District (EMWD) which established a facilities CFD for approximately \$18 million in bond proceeds for improvements, with a 2.0% overall effective tax rate, that included the \$125 per Residential Unit (RU) for basic public services and a potential LLD of approximately \$200 per RU for Project specific landscaping and lighting from the City.

## **Community Facilities Districts**

CFDs are a widely used financing mechanism for infrastructure associated with new significant (large) development projects, such as water and sewer facilities, storm drain facilities, roads, landscaping, and parks and to finance the provision of certain municipal services.

Generally, the process to form and implement a CFD is as follows:

- A developer submits a petition to form the CFD to the City or Special District (water districts frequently form CFDs) to start formation proceedings.
- In the City's case, staff presents the petition to the City Council for approval.
- The District is formed by a vote of the property owners to be within the CFD.
- Once approved, the City approves the issuance of bonds, which are sold to investors.
- Proceeds from the sale of the bonds are used to build the infrastructure associated with the development project.
- The bonds are paid off over time (typically 30 years) by the buyers of homes within the district as a part of their property tax bill.

On December 5, 2023, the City Council adopted amendments to the Community Facilities District Goals and Policies. In addition to changes related to State law, other changes contained in the amended policy include:

- A list of eligible facilities that can be financed.
- Adding an escalator of up to 2% per year for facilities.
- Adding an escalator for service and maintenance CFDs to cover increases in the cost of providing services.
- Allowing Development Impact Fees (DIF) to be financed.
- Increasing the maximum cap on the assessed value of a property from 1.8% to 2.0%.

### **Additional Authorized Services**

The Mello-Roos Act also authorizes the City to establish a CFD to finance certain public services through the levy of a special tax. The services that can be funded include the following:

- Police protection services, including, but not limited to, criminal justice (limited to providing services for jails, detention facilities, and juvenile halls).
- Fire protection and suppression services, and ambulance and paramedic services.
- Recreation program services, library services, maintenance services for elementary and secondary school sites and structures, and the operation and maintenance of museums and cultural facilities
- Maintenance and lighting of parks, parkways, streets, roads, and open spaces.
- Flood and storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, plowing and removal of snow, and sandstorm protection systems.
- Maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the local agency or by another local agency (by agreement).

### **The Discovery Village Project and Community Facilities District No. 2025-3**

The Property Owner has submitted a petition requesting that the City form Community Facilities District No. 2025-3 (Discovery Village) of the City of Murrieta (CFD No. 2025-3). The Property Owner has requested that the City form CFD No. 2025-3 to encompass the Property in accordance with the Mello-Roos Act in order to finance the costs of certain public improvements through the levy of a special tax and the issuance of bonds. The maximum amount of bonded indebtedness proposed is \$27.5 million. The proceeds of bonds issued by



CFD No. 2025-3 are expected to be used to finance public facilities to be owned and operated by the City and by Eastern Municipal Water District, as well as financing the payment of DIF owed by the Property Owner to the City and Eastern Municipal Water District.

The Property Owner has requested that the boundaries of CFD No. 2025-3 include the area described in Attachment A of the Resolution of Intention to Establish CFD No. 2025-3 and that special taxes be levied within the boundaries of CFD No. 2025-3 in accordance with the Rate and Method of Apportionment for CFD No. 2025-3 (the "CFD No. 2025-3 RMA") described in Attachment C to the Resolution of Intention. The proposed rates of the special tax range from \$3,086.76 per unit for single-family homes less than 1,350 square feet to \$4,772 per unit for single-family homes greater than 2,400 square feet and also include tax rates of \$69,954 per acre of multi-family property and non-residential property. The special tax rates within CFD No. 2025-3 will increase two percent (2.00%) annually on July 1 of each year, commencing July 1, 2026.

The CFD No. 2025-3 Resolution of Intention is the first step in the process of forming CFD No. 2025-3. The attached resolutions declare the City's intention to establish CFD No. 2025-3, its intention to incur bonded indebtedness by CFD No. 2025-3, and call for a public hearing. A public hearing on the matter of the formation of CFD No. 2025-3 will take place on April 1, 2025, and at that time the City Council will formally consider the establishment of CFD No. 2025-3 and hold elections on the approval of the special taxes and the need to incur bonded indebtedness within CFD No. 2025-3. It is expected that there are no registered voters residing within the boundaries of the proposed CFD No. 2025-3, and accordingly, the election will be a landowner voting election.

The Property Owner is requesting the City be the lead Agency for forming a Facilities CFD to finance City DIF, City Facilities, and EMWD Fees and Facilities up to the same effective tax rate of 2.0% and include the 2% escalator on the Facility CFD tax rate. The CFD 2025-3 allows the developer to finance additional improvements and offset the reduction in the overall effective tax rate for facility financing by including the increased services costs covered by the formation of the following Public Safety CFD and a Maintenance Services CFD.

### **CFD No. 2025-1 (Safety Services) and CFD No. 2025-2 (Maintenance Services)**

The Property Owner also requested the formation of a Public Safety Services CFD and a Maintenance Services CFD, in accordance with the current City's Community Facilities District Goals and Policies. Accordingly, the Property Owner has submitted separate petitions requesting the formation of Community Facilities District No. 2025-1 (Safety Services) of the City of Murrieta ("CFD No. 2025-1") and Community Facilities District No. 2025-2 (Maintenance Services) of the City of Murrieta ("CFD No. 2025-2").

Each of CFD No. 2025-1 and CFD No. 2025-2 will initially consist only of the Property (i.e. the Discovery Village Project); however, the remainder of the City will be designated as a "Potential Annexation Area" and new development projects meeting certain design criteria will be required to annex to CFD No. 2025-1 and/or CFD No. 2025-2.

CFD No. 2025-1 would levy a special tax in accordance with the Mello-Roos Act on parcels of residential property to finance public safety services. Services eligible to be financed by CFD No. 2025-1 include police protection services (including but not limited to criminal justice services), fire protection and suppression services, and paramedic services. The special taxes within CFD No. 2025-1 are \$250 per unit of affordable housing residential property, \$468 per unit of multi-family residential property, and \$580 per unit of single-family property and will increase annually each July 1 by four percent (4.0%), commencing July 1, 2026.

Although the Project was not conditioned to form CFD 2025-1, the request to form the Public Safety Services CFD will allow the project to mitigate its cost of public safety services brought on by the new residential units

within the Project. The Property Owner has agreed to include these additional service costs reducing the ability to finance additional facilities originally included in the EMWD CFD previously formed.

CFD No. 2025-2 would levy a separate special tax in accordance with the Mello-Roos Act on parcels of residential property to finance public maintenance services. Services eligible to be financed by CFD No. 2025-2 include maintenance and lighting of parks, parkways, streets, roads, and open space, maintenance and operation of water quality improvements, including storm draining and flood protection facilities, landscaping, and public street sweeping. The special taxes within CFD No. 2025-2 are \$274 per unit of single-family residential property and increase each July 1 by the greater of two percent (2.0%) or the year-over-year percentage increase for the month of March in the Consumer Price Index, commencing July 1, 2026.

The Maintenance Services CFD will provide funding for enhanced public maintenance services to include landscape maintenance, lighting, street sweeping and pavement management, park and trails maintenance, drainage and storm water maintenance, and graffiti abatement. The ability to finance these Project-specific costs will alleviate the general fund from subsidizing those services created by the new development of the Project and eliminate the additional costs incurred from the general benefit portion of those costs identified with each LLD formed. The Property Owner has agreed to include these additional Maintenance Service costs which reduces the amount available to finance additional facilities originally included in the EMWD CFD previously formed.

The Resolutions of Intention for both CFD No. 2025-1 and 2025-2 are the first step in the process of forming those CFDs respectively. The attached resolutions declare the City's intention to establish CFD No. 2025-1 and CFD No. 2025-2 and call for Public Hearings. Public Hearings on the matter of the formation of CFD No. 2025-1 and CFD No. 2025-2 will take place on April 1, 2025, and at that time the City Council will formally consider the establishment of the CFDs and hold elections on the approval of the special taxes within CFD No. 2025-1 and CFD No. 2025-2. It is expected that there are no registered voters residing within the boundaries of the proposed CFD No. 2025-1 and CFD No. 2025-2, and accordingly, the election will be a landowner voting election.

### **Reimbursement Agreement regarding Community Facilities District No. 2025-3**

The Reimbursement Agreement is a mechanism by which the Property Owner may advance certain costs related to the costs of formation of the Districts and provide that such Districts, if formed, will reimburse the Owner for the amounts advanced.

### **Future Actions**

Based on the proposed CFD formation schedule, the following CFD formation legal actions are scheduled as follows:

Resolution of Formation - The Resolution of Formation Public Hearing will be held on April 1, 2025. The formation of the CFD 2025-1 (Safety Services), CFD 2025-2 (Maintenance Services), and CFD 2025-3 (Discovery Village) may occur after the public hearing. At that hearing, the City Council will be presented with information regarding the aforementioned CFDs, the special taxes, and public services. The public will also have the opportunity to comment. After the conclusion of the April 1, 2025, public hearing the City Council may take the following actions:

1. Adopt resolutions establishing CFD 2025-1 (Safety Services), CFD 2025-2 (Maintenance Services), and CFD 2025-3 (Discovery Village).
2. Call a special election.
3. Conduct the election.

4. Adopt a resolution declaring the results of the election.
5. Introduce for first reading an ordinance authorizing the levy of special taxes.

Following the April 1, 2025, public hearing and landowner election, the proposed schedule to complete the formation of CFDs is a Second Reading of Ordinance authorizing special tax levy scheduled for the April 15, 2025, City Council meeting.

### **FISCAL IMPACT**

There is no fiscal impact on the City. The Property Owner has made a deposit of \$65,000 to pay for the costs of the formation proceedings which may be reimbursed to the Property Owner from proceeds of a future bond issuance in accordance with the reimbursement agreement with the Property Owner. If established and subject to necessary Council and voter approvals, each of the CFDs will annually levy special taxes on all taxable property within the applicable District in accordance with the applicable RMA (as attached to the Resolutions of Intention). Such special taxes will be used to pay for the costs of services or facilities, administration of the CFDs, and, in the case of CFD No. 2025-3, debt service on bonds. Any bonds issued by CFD No. 2025-3 are not obligations of the City and will be secured solely by the Special Taxes levied within CFD No. 2025-3. The levying of special taxes for services is expected to alleviate some of the financial impact of the new development on the costs of providing such services to the Property by the City's General Fund.

### **ATTACHMENTS**

1. Landowner Petition to Form Community Facilities District No. 2025-1 (Safety Services)
2. Resolution No. 25-4805 [Resolution of Intention to Form Community Facilities District No. 2025-1 (Safety Services)]
3. Landowner Petition to Form Community Facilities District No. 2025-2 (Maintenance Services)
4. Resolution No. 25-4806 [Resolution of Intention to Form Community Facilities District No. 2025-2 (Maintenance Services)]
5. Landowner Petition to Form Community Facilities District No. 2025-3 (Discovery Village)
6. Resolution No. 25-4807 [Resolution of Intention to Form Community Facilities District No. 2025-3 (Discovery Village)]
7. Resolution No. 25-4808 [Resolution of Intention to Incur Bonded Indebtedness by Community Facilities District No. 2025-3 (Discovery Village)]
8. Reimbursement Agreement regarding Community Facilities District No. 2025-3 (Discovery Village)

**PETITION TO THE CITY COUNCIL OF THE CITY OF MURRIETA REQUESTING INSTITUTION OF PROCEEDINGS FOR ESTABLISHMENT OF A COMMUNITY FACILITIES DISTRICT (COMMUNITY FACILITIES DISTRICT NO. 2025-1 (SAFETY SERVICES) OF THE CITY OF MURRIETA)**

1. The undersigned (the "Owner") is the owner of the land described in Exhibit A hereto (the "Property"), which land is expected to be included within the boundaries of a community facilities district hereby proposed to be established. The Property is located within the boundaries of the City of Murrieta (the "City"), County of Riverside.

2. The Owner requests that the City Council of the City of Murrieta (the "City Council") institute proceedings to establish a community facilities district to be known as "Community Facilities District No. 2025-1 (Safety Services) of the City of Murrieta" (referred to herein as the "District") pursuant to Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, Title 5, of the Government Code of the State of California, commonly known as the "Mello-Roos Community Facilities Act of 1982" (the "Act"), to include all of the Property. The proposed rate and method of apportionment for the District is set forth in Exhibit C hereto.

3. The Owner further requests that the City Council designate the property described in Exhibit A hereto and designated thereon as "Potential Annexation Area" as territory proposed for annexation to the District in the future (the "Potential Annexation Area"), upon submittal of a unanimous consent and approval of the owner or owners of the parcel or parcels at the time of annexation and approval by the City Council as the legislative body of the District, or in compliance with other procedures established by the Act.

4. The boundaries of the territory which is proposed for inclusion in the District and the Potential Annexation Area are those depicted in Exhibit A hereto.

5. The Owner requests that the proposed District fund police protection services (including but not limited to criminal justice services), fire protection and suppression services and paramedic services (collectively, the "Services"). In addition, the District may fund actual or reasonably estimated costs directly related to the formation, annexation, and administration of the District including, but not limited to: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs to the City, the District, or any designee thereof associated with fulfilling the District reporting requirements; the costs associated with responding to public inquiries regarding the Special Taxes; the costs of the City, the District or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or the District for any other administrative purposes of the District, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

6. The Owner further requests that, the City Council, as legislative body of the District, annually levy special taxes on the property within the District to provide for the Services, and for the payment of administrative expenses of the District and for such services as the City Council deems appropriate.

Dated: January 12, 2025

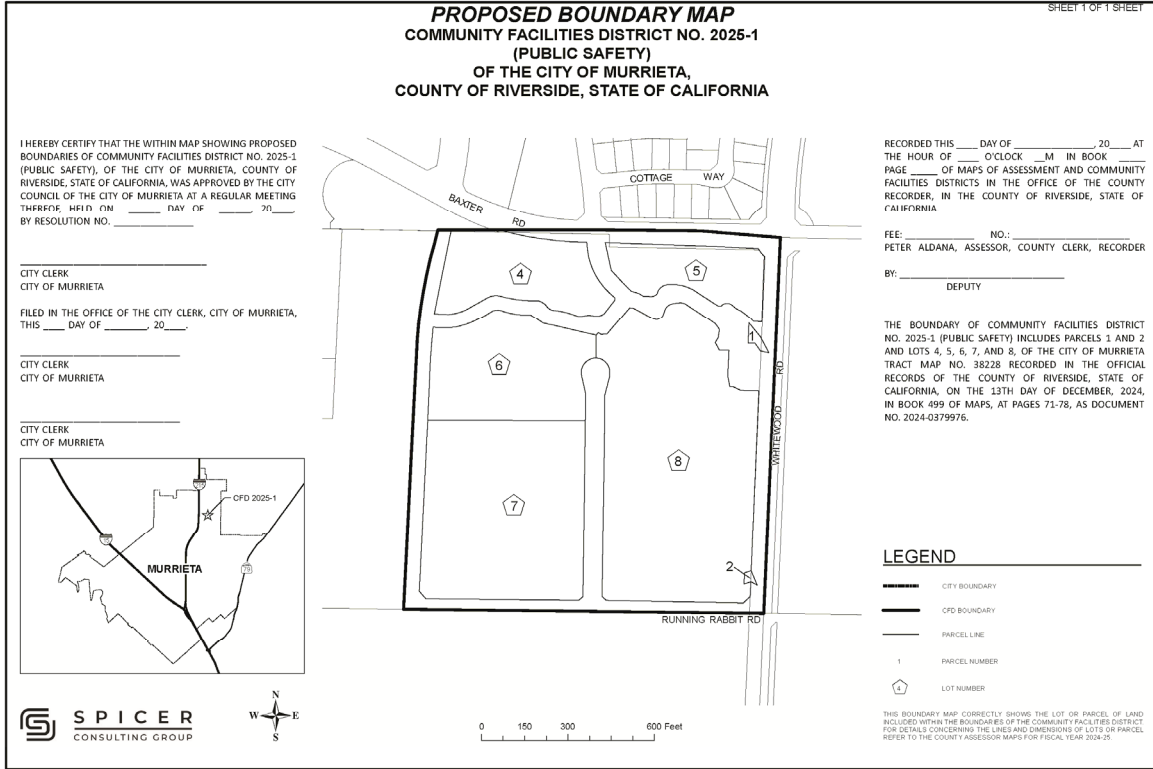
DISCOVERY VILLAGE LLC,  
a Delaware limited liability company

By: 

Name: Stephan Z. Elieff  
Its: Authorized Signatory

# EXHIBIT A

## BOUNDARY MAP



**BOUNDARIES - POTENTIAL ANNEXATION AREA**  
**COMMUNITY FACILITIES DISTRICT NO. 2025-1**  
**(PUBLIC SAFETY)**  
**CITY OF MURRIETA,**  
**COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

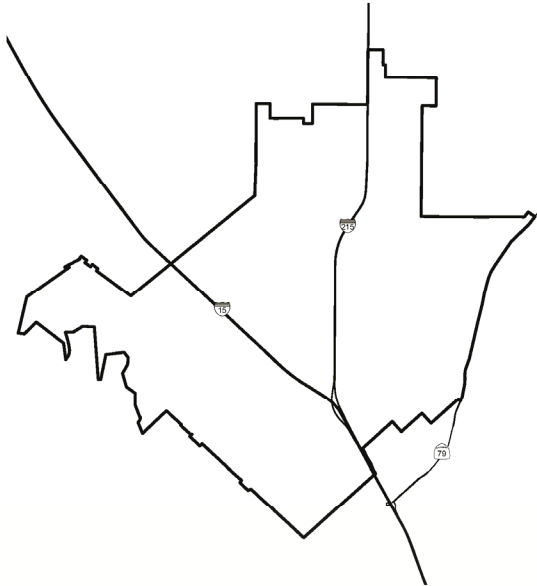
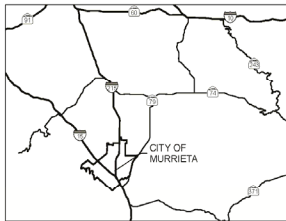
SHEET 1 OF 1 SHEET

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF THE POTENTIAL ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 2025-1 (PUBLIC SAFETY), CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY OF MURRIETA AT A REGULAR MEETING THEREOF HELD ON \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY RESOLUTION NO. \_\_\_\_\_

\_\_\_\_\_  
 CITY CLERK  
 CITY OF MURRIETA

FILED IN THE OFFICE OF THE CITY CLERK,  
 CITY OF MURRIETA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 CITY CLERK  
 CITY OF MURRIETA



RECORDED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT  
 THE HOUR OF \_\_\_\_ O'CLOCK \_\_\_\_ M IN BOOK \_\_\_\_  
 PAGE \_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY  
 FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY  
 RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF  
 CALIFORNIA

FEE: \_\_\_\_\_ NO.: \_\_\_\_\_  
 PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: \_\_\_\_\_  
 DEPUTY

**LEGEND**

— ANNEXATION BOUNDARY



## EXHIBIT B

### RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2025-1 (SAFETY SERVICES) OF THE CITY OF MURRIETA

A Special Tax (the “Special Tax”) shall be levied on and collected from each Assessor’s Parcel (defined below) in Community Facilities District No. 2025-1 (Safety Services) (the “CFD No. 2025-1” or “CFD”; defined below), in each Fiscal Year, (defined below), commencing in the Fiscal Year beginning July 1, 2025, in an amount determined by the City Council of the City of Murrieta, acting in its capacity as the legislative body of CFD No. 2025-1, by applying the rate and method of apportionment set forth below. All of the real property in CFD No. 2025-1, unless exempted by law or by the provisions herein, shall be taxed to the extent and in the manner provided herein.

#### A. DEFINITIONS

“**Accessory Dwelling Unit**” means a residential unit of limited size including smaller secondary unit(s) that shares an Assessor’s Parcel with Single Family Residential Property that has a stand-alone Residential Unit.

“**Administrative Expenses**” means the actual or reasonably estimated costs directly related to the formation and administration of CFD No. 2025-1 including, but not limited to: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs to the City, CFD No. 2025-1, or any designee thereof associated with fulfilling the CFD No. 2025-1 reporting requirements; the costs associated with responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2025-1 or any designee thereof related to an appeal of the Special Tax; and the City’s annual administration fees, collection expenses, and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2025-1 for any other administrative purposes of CFD No. 2025-1, including attorney’s fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

“**Administrator**” means the City Manager of the City of Murrieta, or his or her designee.

“**Affordable Housing**” means housing as defined in State Density Bonus Law, as amended, being Chapter 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code of the State of California.

“**Affordable Housing Property**” means any Affordable Housing residential property on an Assessor’s Parcel for which a building permit for new construction has been issued by the City on or prior to June 1 preceding the Fiscal Year in which the Special Tax is being levied.

“**Assessor’s Parcel**” means a lot or parcel of land that is identifiable by an Assessor’s Parcel Number by the County Assessor of the County of Riverside.

“**Assessor’s Parcel Map**” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel Number.



**“Assessor’s Parcel Number”** means the identification number assigned to a parcel by the County Assessor of the County of Riverside.

**“CFD”** or **“CFD No. 2025-1”** means the City of Murrieta Community Facilities District No. 2025-1 (Safety Services).

**“City”** means the City of Murrieta.

**“County”** means the County of Riverside.

**“Developed Property”** means all Assessor’s Parcels of Taxable Property for which a building permit for new construction has been issued on or prior to May 1 preceding the Fiscal Year in which the Special Tax is being levied.

**“Exempt Property”** means all Assessors’ Parcels designated as being exempt from the Special Tax as provided for in Section D.

**“Fiscal Year”** means the period from and including July 1<sup>st</sup> of any year to and including the following June 30<sup>th</sup>.

**“Maximum Special Tax”** means the Maximum Special Tax, as applicable, levied within the CFD for any Fiscal Year.

**“Multi-Family Property”** means all Assessor’s Parcels of Developed Property for which a building permit or use permit for the construction of a residential structure with two or more Residential Units that share a single Assessor’s Parcel Number, as determined by the Administrator, has been issued prior to May 1 preceding the Fiscal Year in which the Special Tax is being levied.

**“Proportionately”** means for Taxable Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Assessor’s Parcels.

**“Rate and Method of Apportionment”** or **“RMA”** means this Rate and Method of Apportionment of Special Taxes.

**“Residential Property”** means all Assessor’s Parcels of Taxable Property upon which completed Residential Units have been constructed or for which building permits have been or may be issued for purposes of constructing one or more Residential Units.

**“Residential Unit”** or **“RU”** means a residential unit that is used or intended to be used as a domicile by one or more persons, as determined by the Administrator. An Accessory Dwelling Unit that shares an Assessor’s Parcel with a Single Family Residential Property shall not be considered a Residential Unit for purposes of this Rate and Method of Apportionment.

**“Services”** means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2025-1 as set forth in Appendix B.

**“Single Family Property”** means any residential property other than a Multi-Family Property on an Assessor’s Parcel for which a building permit for new construction has been

issued by the City on or prior to May 1 preceding the Fiscal Year in which the Special Tax is being levied.

**“Special Tax”** means the Special Tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property.

**“Special Tax Requirement”** means the amount to be collected in any Fiscal Year to pay for certain costs as required to meet the public safety needs of CFD No. 2025-1 in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the direct costs for (i) police protection services, (ii) paramedic services, (iii) fund an operating reserve for the costs of Services as determined by the Administrator, and (iv) Administrative Expenses. Under no circumstances shall the Special Tax Requirement include funds for bonds.

**“Taxable Property”** means all Assessor’s Parcels within CFD No. 2025-1, which are not Exempt Property.

**“Taxable Unit”** means a Residential Unit.

**“Undeveloped Property”** means, for each Fiscal Year, all Taxable Property not classified as Developed Property.

**B. RATE AND METHOD OF APPORTIONMENT OF MAXIMUM SPECIAL TAX RATES**

As of July 1 of each Fiscal Year, commencing July 1, 2025, the Council shall determine the Special Tax Requirement and shall levy the Special Tax upon each of the Assessor’s Parcels within the CFD which constitute a Developed Property of Single Family Property, Multi-Family Property, or an Affordable Housing Property until the aggregate amount of Special Tax equals the Special Tax Requirement. The Special Tax shall be levied Proportionately on all Assessor’s Parcels of Developed Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

No Special Tax shall be levied upon Undeveloped Property for which a Building Permit has not been issued on or prior to May 1 preceding the Fiscal Year in which the Special Tax is being levied.

The Maximum Special Tax for Fiscal Year 2025-2026 for a Single Family Property, Multi-Family Property, and an Affordable Housing Property are shown below in Table 1.

**TABLE 1  
MAXIMUM SPECIAL TAX RATES  
FISCAL YEAR 2025-2026**

Description	Taxable Unit	Maximum Special Tax
Single Family Property	RU	\$580
Multi-Family Property	RU	\$468
Affordable Housing Property	RU	\$250

### **Increase in the Maximum Special Tax**

On each July 1, commencing on July 1, 2026 the Maximum Special Tax for Developed Property of Single Family Property and Multi-Family Property shall increase by four percent (4.0%). The Maximum Special Tax for Developed Property of Affordable Housing Property shall not increase annually.

### **C. TERM OF SPECIAL TAX**

For each Fiscal Year, the Maximum Special Taxes shall be levied as long as the Services are being provided within the boundaries of CFD No. 2025-1.

### **D. EXEMPTIONS**

The City shall classify as Exempt Property within CFD No. 2025-1, any Assessor's Parcel in any of the following categories; (i) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by any public entity; (ii) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement; (iii) Assessor's Parcels which are privately owned but are encumbered by or restricted solely for public uses; (iv) any Assessor's Parcel which is in use in the performance of a public function as determined by the Administrator; or (v) any Assessor's Parcel which is not a Single Family Property, Multi-Family Property, or an Affordable Housing Property; (vi) any Assessor's Parcel that qualifies for a welfare exemption under applicable state or local law; or (vii) any Assessor's Parcel that is owned by a property owner association and used for common area purposes.

### **E. APPEALS**

Any property owner claiming that the amount or application of the Special Taxes are not correct may file a written notice of appeal with the City not later than twelve months after having paid the first installment of the Special Tax that is disputed. The Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the Administrator's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made, but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

### **F. MANNER OF COLLECTION**

The Maximum Special Taxes levied in each Fiscal Year shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes. However, the District may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

The Maximum Special Taxes when levied shall be secured by the lien imposed pursuant to Section 3115.5 of the Streets and Highways Code. This lien shall be a continuing lien and shall secure each levy of Maximum Special Taxes. The lien of Maximum Special Taxes shall continue in force and effect until the Special Tax ceases to be levied in the manner provided by Section 53330.5 of the Government Code.

## **G. INTERPRETATION**

Interpretations may be made by the Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

**APPENDIX A**

**CITY OF MURRIETA  
COMMUNITY FACILITIES DISTRICT NO. 2025-1  
(SAFETY SERVICES)**

**SUMMARY**

Safety Services - It is estimated that the cost of providing police, fire protection and suppression services, and paramedic services being funded by the Special Tax for the Community Facilities District No. 2025-1 (Safety Services) will be as follows for the Fiscal Year 2025-2026:

- \$580 per residential unit for Single Family Residential Property
- \$468 per residential unit for Multi-Family Residential Property
- \$250 per residential unit for Affordable Housing Residential Property

**Annual Escalation** - On each July 1, commencing on July 1, 2026 the Maximum Special Tax for Developed Property of Single Family Property and Multi-Family Property shall increase by four percent (4.0%). The Maximum Special Tax for Developed Property of Affordable Housing Property shall not increase annually.

<b>Fiscal Year</b>	<b>Tract/ APN</b>	<b>Development Name</b>	<b>No. of Taxable Units</b>	<b>Land Use Category</b>	<b>Maximum Special Tax</b>	<b>Subdivider</b>
2025- 26	TR 38228	Discovery Village	365	Single Family Property	\$580	Discovery Village, LLC

**APPENDIX B**

**CITY OF MURRIETA  
COMMUNITY FACILITIES DISTRICT NO. 2025-1  
(SAFETY SERVICES)**

**DESCRIPTION OF AUTHORIZED SERVICES**

The services which may be funded with proceeds of the special tax of CFD No. 2025-1, as provided by Section 53313 of the Act, will include some or all of the costs attributable to public safety.

These services include police protection services (including but not limited to criminal justice services), fire protection and suppression services, and paramedic services.

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses" as said term is defined in the Rate and Method of Apportionment and to establish an operating reserve for the costs of services as determined by the Administrator.

The above services shall be limited to those provided within the boundaries of CFD No. 2025-1 for the benefit of the properties within the boundaries of CFD No. 2025-1 and said services may be financed by proceeds of the special tax of CFD No. 2025-1 only to the extent that they are in addition to those provided in the territory of CFD No. 2025-1 before CFD No. 2025-1 was created.

**RESOLUTION NO. 25-4805**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA DECLARING ITS INTENTION TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2025-1 (SAFETY SERVICES) OF THE CITY OF MURRIETA, TO AUTHORIZE THE LEVY OF A SPECIAL TAX ON PROPERTY WITHIN THE DISTRICT TO PAY THE COSTS OF PROVIDING PUBLIC SAFETY SERVICES**

**WHEREAS**, the City of Murrieta (the “City”) has received a petition (the “Petition”) signed by the owner of more than ten percent of the land within the boundaries of which is proposed for inclusion in a proposed community facilities district which meets the requirements of Sections 53318 and 53319 of the Government Code of the State of California (the “Government Code”); and

**WHEREAS**, the City Council of the City (the “City Council”) desires to adopt this resolution of intention as provided in Section 53321 of the Government Code to establish a community facilities district consisting of the territory described in Attachment “A” hereto and incorporated herein by this reference, which the City Council hereby determines shall be known as “Community Facilities District No. 2025-1 (Safety Services) of the City of Murrieta” (“Community Facilities District No. 2025-1” or the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code (the “Act”) to (1) finance police protection services (including but not limited to criminal justice services), fire protection and suppression services, and paramedic services described in Attachment “B” hereto and incorporated herein by this reference (the “Services”), and (2) finance the incidental expenses to be incurred in connection with forming and administering the District and financing the Services (the “Services Incidental Expenses”); and

**WHEREAS**, pursuant to Sections 53329.6 and 53339 et seq. of the Act and in accordance with the request of the owner submitting the petition, the City Council proposes to designate the property described in Attachment “B” hereto and incorporated herein by this references as territory proposed for annexation to Community Facilities District No. 2025-1 in the future (the “Potential Annexation Area”), with the condition that a parcel or parcels within such territory may be annexed and subjected to the special tax of Community Facilities District No. 2025-1 only with the unanimous consent and approval of the owner or owners of the parcel or parcels (the “Unanimous Consent and Approval”) at the time of annexation or in compliance with other procedures established by the Act; and

**WHEREAS**, the City Council further intends to approve an estimate of the costs of the Services and the Services Incidental Expenses for Community Facilities District No. 2025-1; and

**WHEREAS**, it is the intention of the City Council to consider financing the Services and the Services Incidental Expenses through the formation of Community Facilities District No. 2025-1 and the levy of a special tax to pay for such Services and Services Incidental Expenses; and

**WHEREAS**, it is the intention of the City Council to consider financing the Services and the Services Incidental Expenses through the annexation of additional property within the Potential Annexation Area to the District and the levy of a special tax within the property so annexed to pay for the Services and the Services Incidental Expenses, provided that the special

tax levies are approved by the Unanimous Consent and Approval of the owner or owners of the parcel or parcels in accordance with Sections 53329.6 and 53339 et seq. of the Act, and approval of the City Council acting as the legislative body of the District at the time of annexation;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURRIETA AS FOLLOWS:**

Section 1. The above recitals are true and correct.

Section 2. A community facilities district is proposed to be established under the terms of the Act. It is further proposed that the legal boundaries of Community Facilities District No. 2025-1 shall be those described in Attachment "A" hereto, which boundaries shall, upon recordation of the boundary map for proposed Community Facilities District No. 2025-1, include the entirety of any parcel subject to taxation by the District. The City Council further proposes to designate the Potential Annexation Area described in Attachment "A" hereto as property proposed for annexation into the District in the future, by submittal of Unanimous Consent and Approval of the owner or owners of such parcel or parcels, as approved by the City Council acting as the legislative body of the District at the time that such parcel or parcels are annexed to the District.

The proposed boundaries of the District and the Potential Annexation Area are depicted on the map of proposed Community Facilities District No. 2025-1 which is included in Attachment "A" hereto. The City Clerk is hereby directed to sign the original map of the proposed boundaries and record it with all proper endorsements thereon with the County Recorder of the County of Riverside within 15 days after the adoption of this resolution, all as required by Section 3111 of the Streets and Highways Code of the State of California.

Section 3. The name of the proposed community facilities district shall be "Community Facilities District No. 2025-1 (Safety Services) of the City of Murrieta."

Section 4. The Services proposed to be provided for the benefit of Community Facilities District No. 2025-1 are public services as defined in the Act, and this City Council finds and determines that the Services to be financed are in addition to those provided in the territory of the District, including the Potential Annexation Area, at the present time and do not supplant services already available within the territory of the District at the present time. The City Council hereby finds and determines that the description of the Services herein is sufficiently informative to allow taxpayers within the proposed District, including the Potential Annexation Area, to understand what the funds of the District may be used to finance. The Services Incidental Expenses expected to be incurred include the costs of planning the Services, the costs of forming the District, the cost of levying and collecting a special tax within the proposed District and the cost of administration.

Section 5. Except where funds are otherwise available, it is the intention of the City Council to levy annually in accordance with the procedures contained in the Act a separate special tax, secured by recordation of a continuing lien against all nonexempt real property in the District, sufficient to pay for the Services and the Services Incidental Expenses. Notwithstanding the foregoing, the District shall not record a special tax lien on property within the Potential Annexation Area until the owner or owners of the parcel or parcels thereof have given their unanimous approval of the parcel's or parcels' annexation to the District. The rate and method of apportionment and manner of collection of the special taxes are described in



detail in Attachment “C” attached hereto, which Attachment “C” is incorporated herein by this reference. Attachment “C” allows each landowner within the District to estimate the maximum amount that may be levied against each parcel.

The special taxes for Services may be increased by an amount not to exceed four percent (4%) per year to the extent permitted in the Rate and Method. The special tax for Services may be levied for such period as the Services are needed, as further described in Attachment “C” hereto.

The special taxes are based on the expected demand that each parcel of real property within proposed Community Facilities District No. 2025-1 will place on the Services. The City Council hereby determines that the proposed Services are necessary to meet the increased demand placed upon the City and the existing police protection services (including but not limited to criminal justice services), fire, rescue and paramedic services in the City as a result of the development of the land proposed for inclusion in the District. The City Council hereby determines the rate and method of apportionment of the special taxes set forth in Attachment “C” to be reasonable. The special tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act and such special taxes are not on or based upon the value or ownership of real property.

Section 6. A public hearing (the “Hearing”) on the establishment of the proposed Community Facilities District No. 2025-1, the proposed rate and method of apportionment of the special taxes to finance the Services and the Services 2025 Expenses shall be held 6:00 p.m., or as soon thereafter as practicable, on April 1, 2024, at the City of Murrieta Council Chambers, 1 Town Square, Murrieta, California. Should the City Council determine to form the District, a special election will be held to authorize the levy of the special taxes in accordance with the procedures contained in Government Code Section 53326. If held, the proposed voting procedure at the election will be a landowner vote with each landowner who is the owner of record of land within the District (excluding the Potential Annexation Area) at the close of the Hearing, or the authorized representative thereof, having one vote for each acre or portion thereof owned within the proposed District. Ballots for the special election may be distributed by mail or by personal service.

Section 7. The City Council does not intend to make any adjustment in property taxation pursuant to Sections 53313.6 and 53313.7 of the Act.

Section 8. At the time and place set forth above for the Hearing, any interested person, including all persons owning lands or registered to vote within proposed Community Facilities District No. 2025-1 and the Potential Annexation Area, may appear and be heard.

Section 9. Each City officer who is or will be responsible for administering the proposed Community Facilities District No. 2025-1, if it is established, is hereby directed to study the proposed District and, at or before the time of the above-mentioned Hearing, file a report with the City Council containing a brief description of services by type which will in his or her opinion be required to meet adequately the needs of Community Facilities District No. 2025-1 and an estimate of the cost of providing those services, and an estimate of the fair and reasonable cost of Services Incidental Expenses to be incurred.

Section 10. The District may accept advances of funds or work-in-kind from any source, including, but not limited to, private persons or private entities, for any authorized purpose, including, but not limited to, paying any cost incurred in creating Community Facilities

District No. 2025-1. The District may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by the City Council, with or without interest.

Section 11. The City Clerk is hereby directed to publish a notice (the "Notice") of the Hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of proposed Community Facilities District No. 2025-1. The City Clerk is further directed to mail a copy of the Notice to each landowner within the boundaries of the District at least 15 days prior to the Hearing. The Notice shall contain the text or a summary of this Resolution, the time and place of the Hearing, a statement that the testimony of all interested persons or taxpayers will be heard, a description of the protest rights of the registered voters and landowners in the proposed district and a description of the proposed voting procedure for the election required by the Act. Such publication shall be completed at least seven (7) days prior to the date of the Hearing.

Section 12. This Resolution shall be effective upon its adoption.

**PASSED AND ADOPTED** by the City Council at a regular meeting held on the 4th day of February, 2025.

CITY COUNCIL OF THE CITY OF MURRIETA

By: \_\_\_\_\_  
Cindy Warren  
Mayor of the City of Murrieta

ATTEST:

\_\_\_\_\_  
Cristal McDonald  
City Clerk of the City of Murrieta

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE )ss.  
CITY OF MURRIETA )

I, Cristal McDonald, City Clerk of the City of Murrieta, do hereby certify that the foregoing Resolution No. 25-4805 was duly adopted by the City Council of the City of Murrieta at a regular meeting held on the 4th day of February, 2025, by the following votes:

AYES:

NOES:

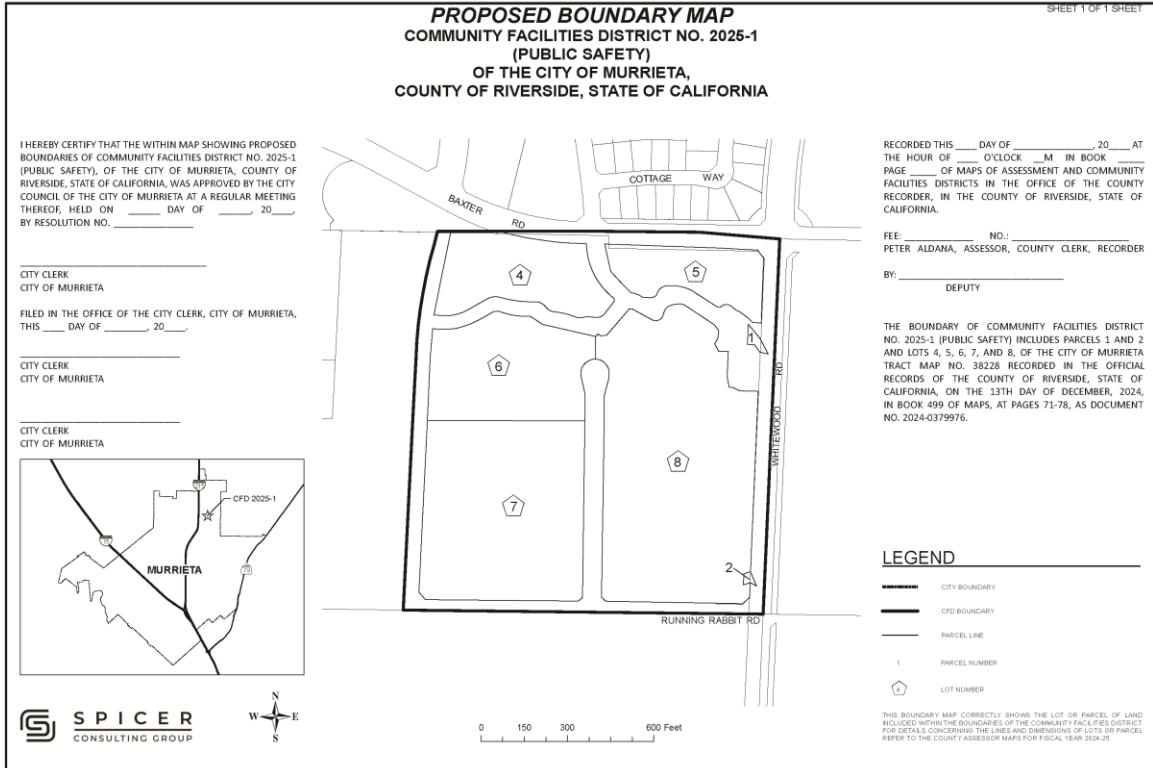
ABSENT:

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Cristal McDonald, City Clerk

# ATTACHMENT A

## Proposed Boundaries Community Facilities District No. 2025-1 (Safety Services) of the City of Murrieta, Riverside County, California



**BOUNDARIES - POTENTIAL ANNEXATION AREA**  
**COMMUNITY FACILITIES DISTRICT NO. 2025-1**  
**(PUBLIC SAFETY)**  
**CITY OF MURRIETA,**  
**COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

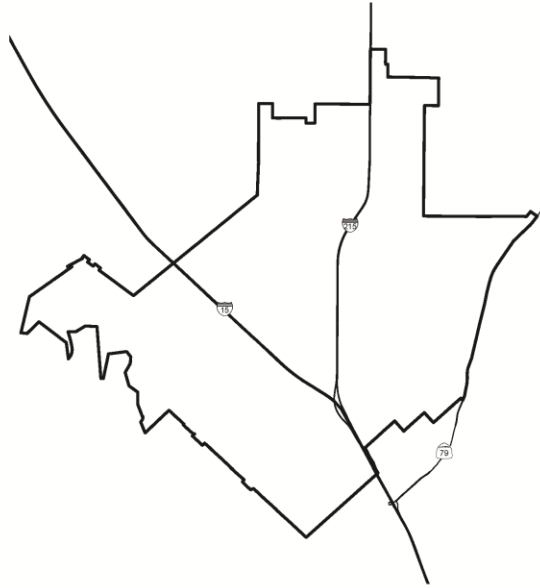
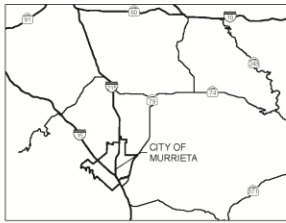
SHEET 1 OF 1 SHEET

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF THE POTENTIAL ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 2025-1 (PUBLIC SAFETY), CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY OF MURRIETA AT A REGULAR MEETING THEREOF, HELD ON \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY RESOLUTION NO. \_\_\_\_\_

\_\_\_\_\_  
 CITY CLERK  
 CITY OF MURRIETA

FILED IN THE OFFICE OF THE CITY CLERK,  
 CITY OF MURRIETA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
 CITY CLERK  
 CITY OF MURRIETA



RECORDED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT  
 THE HOUR OF \_\_\_\_ O'CLOCK \_\_\_\_ M IN BOOK \_\_\_\_  
 PAGE \_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY  
 FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY  
 RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF  
 CALIFORNIA.

FEE: \_\_\_\_\_ NO.: \_\_\_\_\_  
 PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: \_\_\_\_\_  
 DEPUTY

**LEGEND**

— ANNEXATION BOUNDARY



## **ATTACHMENT B**

### **Types of Services to be Financed by Community Facilities District No. 2025-1 (Safety Services) of the City of Murrieta**

The services which may be funded with proceeds of the special tax of CFD No. 2025-1, as provided by Section 53313 of the Act, will include some or all of the costs attributable to public safety. Capitalized terms used and not defined herein shall have the meanings set forth in the Rate and Method of Apportionment of Special Tax for CFD No. 2025-1.

These services include police protection services (including but not limited to criminal justice services), fire protection and suppression services, and paramedic services.

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses" as said term is defined in the Rate and Method of Apportionment and to establish an operating reserve for the costs of services as determined by the Administrator.

The above services shall be limited to those provided within the boundaries of CFD No. 2025-1 and the Potential Annexation Area of CFD No 2025-1 or for the benefit of the properties within the boundaries of CFD No. 2025-1 and the Potential Annexation Area of CFD No, 2025-1, as the boundary is expanded from time to time by anticipated annexations, and said services may be financed by proceeds of the special tax of CFD No. 2025-1 only to the extent that they are in addition to those provided in the territory of CFD No. 2025-1 before CFD No. 2025-1 was created.

## ATTACHMENT C

### RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2025-1 (SAFETY SERVICES) OF THE CITY OF MURRIETA

A Special Tax (the “Special Tax”) shall be levied on and collected from each Assessor’s Parcel (defined below) in Community Facilities District No. 2025-1 (Safety Services) (the “CFD No. 2025-1” or “CFD”; defined below), in each Fiscal Year, (defined below), commencing in the Fiscal Year beginning July 1, 2025, in an amount determined by the City Council of the City of Murrieta, acting in its capacity as the legislative body of CFD No. 2025-1, by applying the rate and method of apportionment set forth below. All of the real property in CFD No. 2025-1, unless exempted by law or by the provisions herein, shall be taxed to the extent and in the manner provided herein.

#### A. DEFINITIONS

“**Accessory Dwelling Unit**” means a residential unit of limited size including smaller secondary unit(s) that shares an Assessor’s Parcel with Single Family Residential Property that has a stand-alone Residential Unit.

“**Administrative Expenses**” means the actual or reasonably estimated costs directly related to the formation and administration of CFD No. 2025-1 including, but not limited to: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs to the City, CFD No. 2025-1, or any designee thereof associated with fulfilling the CFD No. 2025-1 reporting requirements; the costs associated with responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2025-1 or any designee thereof related to an appeal of the Special Tax; and the City’s annual administration fees, collection expenses, and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2025-1 for any other administrative purposes of CFD No. 2025-1, including attorney’s fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

“**Administrator**” means the City Manager of the City of Murrieta, or his or her designee.

“**Affordable Housing**” means housing as defined in State Density Bonus Law, as amended, being Chapter 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code of the State of California.

“**Affordable Housing Property**” means any Affordable Housing residential property on an Assessor’s Parcel for which a building permit for new construction has been issued by the City on or prior to June 1 preceding the Fiscal Year in which the Special Tax is being levied.

“**Assessor’s Parcel**” means a lot or parcel of land that is identifiable by an Assessor’s Parcel Number by the County Assessor of the County of Riverside.

“**Assessor’s Parcel Map**” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel Number.

**“Assessor’s Parcel Number”** means the identification number assigned to a parcel by the County Assessor of the County of Riverside.

**“CFD”** or **“CFD No. 2025-1”** means the City of Murrieta Community Facilities District No. 2025-1 (Safety Services).

**“City”** means the City of Murrieta.

**“County”** means the County of Riverside.

**“Developed Property”** means all Assessor’s Parcels of Taxable Property for which a building permit for new construction has been issued on or prior to May 1 preceding the Fiscal Year in which the Special Tax is being levied.

**“Exempt Property”** means all Assessors’ Parcels designated as being exempt from the Special Tax as provided for in Section D.

**“Fiscal Year”** means the period from and including July 1<sup>st</sup> of any year to and including the following June 30<sup>th</sup>.

**“Maximum Special Tax”** means the Maximum Special Tax, as applicable, levied within the CFD for any Fiscal Year.

**“Multi-Family Property”** means all Assessor's Parcels of Developed Property for which a building permit or use permit for the construction of a residential structure with two or more Residential Units that share a single Assessor's Parcel Number, as determined by the Administrator, has been issued prior to May 1 preceding the Fiscal Year in which the Special Tax is being levied.

**“Proportionately”** means for Taxable Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Assessor’s Parcels.

**“Rate and Method of Apportionment”** or **“RMA”** means this Rate and Method of Apportionment of Special Taxes.

**“Residential Property”** means all Assessor’s Parcels of Taxable Property upon which completed Residential Units have been constructed or for which building permits have been or may be issued for purposes of constructing one or more Residential Units.

**“Residential Unit”** or **“RU”** means a residential unit that is used or intended to be used as a domicile by one or more persons, as determined by the Administrator. An Accessory Dwelling Unit that shares an Assessor’s Parcel with a Single Family Residential Property shall not be considered a Residential Unit for purposes of this Rate and Method of Apportionment.

**“Services”** means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2025-1 as set forth in Appendix B.

**“Single Family Property”** means any residential property other than a Multi-Family Property on an Assessor’s Parcel for which a building permit for new construction has been



issued by the City on or prior to May 1 preceding the Fiscal Year in which the Special Tax is being levied.

“**Special Tax**” means the Special Tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property.

“**Special Tax Requirement**” means the amount to be collected in any Fiscal Year to pay for certain costs as required to meet the public safety needs of CFD No. 2025-1 in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the direct costs for (i) police protection services, (ii) paramedic services, (iii) fund an operating reserve for the costs of Services as determined by the Administrator, and (iv) Administrative Expenses. Under no circumstances shall the Special Tax Requirement include funds for bonds.

“**Taxable Property**” means all Assessor’s Parcels within CFD No. 2025-1, which are not Exempt Property.

“**Taxable Unit**” means a Residential Unit.

“**Undeveloped Property**” means, for each Fiscal Year, all Taxable Property not classified as Developed Property.

**B. RATE AND METHOD OF APPORTIONMENT OF MAXIMUM SPECIAL TAX RATES**

As of July 1 of each Fiscal Year, commencing July 1, 2026, the Council shall determine the Special Tax Requirement and shall levy the Special Tax upon each of the Assessor’s Parcels within the CFD which constitute a Developed Property of Single Family Property, Multi-Family Property, or an Affordable Housing Property until the aggregate amount of Special Tax equals the Special Tax Requirement. The Special Tax shall be levied Proportionately on all Assessor’s Parcels of Developed Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

No Special Tax shall be levied upon Undeveloped Property for which a Building Permit has not been issued on or prior to May 1 preceding the Fiscal Year in which the Special Tax is being levied.

The Maximum Special Tax for Fiscal Year 2025-2026 for a Single Family Property, Multi-Family Property, and an Affordable Housing Property are shown below in Table 1.

**TABLE 1  
MAXIMUM SPECIAL TAX RATES  
FISCAL YEAR 2025-2026**

Description	Taxable Unit	Maximum Special Tax
Single Family Property	RU	\$580
Multi-Family Property	RU	\$468
Affordable Housing Property	RU	\$250

### **Increase in the Maximum Special Tax**

On each July 1, commencing on July 1, 2026 the Maximum Special Tax for Developed Property of Single Family Property and Multi-Family Property shall increase by four percent (4.0%). The Maximum Special Tax for Developed Property of Affordable Housing Property shall not increase annually.

### **C. TERM OF SPECIAL TAX**

For each Fiscal Year, the Maximum Special Taxes shall be levied as long as the Services are being provided within the boundaries of CFD No. 2025-1.

### **D. EXEMPTIONS**

The City shall classify as Exempt Property within CFD No. 2025-1, any Assessor's Parcel in any of the following categories; (i) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by any public entity; (ii) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement; (iii) Assessor's Parcels which are privately owned but are encumbered by or restricted solely for public uses; (iv) any Assessor's Parcel which is in use in the performance of a public function as determined by the Administrator; or (v) any Assessor's Parcel which is not a Single Family Property, Multi-Family Property, or an Affordable Housing Property; (vi) any Assessor's Parcel that qualifies for a welfare exemption under applicable state or local law; or (vii) any Assessor's Parcel that is owned by a property owner association and used for common area purposes.

### **E. APPEALS**

Any property owner claiming that the amount or application of the Special Taxes are not correct may file a written notice of appeal with the City not later than twelve months after having paid the first installment of the Special Tax that is disputed. The Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the Administrator's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made, but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

### **F. MANNER OF COLLECTION**

The Maximum Special Taxes levied in each Fiscal Year shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes. However, the District may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

The Maximum Special Taxes when levied shall be secured by the lien imposed pursuant to Section 3115.5 of the Streets and Highways Code. This lien shall be a continuing lien and shall secure each levy of Maximum Special Taxes. The lien of Maximum Special Taxes shall continue in force and effect until the Special Tax ceases to be levied in the manner provided by Section 53330.5 of the Government Code.

## **G. INTERPRETATION**

Interpretations may be made by the Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

**APPENDIX A**

**CITY OF MURRIETA  
COMMUNITY FACILITIES DISTRICT NO. 2025-1  
(SAFETY SERVICES)**

**SUMMARY**

**Safety Services** - It is estimated that the cost of providing police and paramedic services being funded by the Special Tax for the Community Facilities District No. 2025-1 (Safety Services) will be as follows for the Fiscal Year 2025-2026:

- \$580 per residential unit for Single Family Residential Property
- \$468 per residential unit for Multi-Family Residential Property
- \$250 per residential unit for Affordable Housing Residential Property

**Annual Escalation** - On each July 1, commencing on July 1, 2026 the Maximum Special Tax for Developed Property of Single Family Property and Multi-Family Property shall increase by four percent (4.0%). The Maximum Special Tax for Developed Property of Affordable Housing Property shall not increase annually.

<b>Fiscal Year</b>	<b>Tract/ APN</b>	<b>Development Name</b>	<b>No. of Taxable Units</b>	<b>Land Use Category</b>	<b>Maximum Special Tax</b>	<b>Subdivider</b>
2025-26	TR 38228	Discovery Village	365	Single Family Property	\$580	Discovery Village, LLC

**APPENDIX B**

**CITY OF MURRIETA  
COMMUNITY FACILITIES DISTRICT NO. 2025-1  
(SAFETY SERVICES)**

**DESCRIPTION OF AUTHORIZED SERVICES**

The services which may be funded with proceeds of the special tax of CFD No. 2025-1, as provided by Section 53313 of the Act, will include some or all of the costs attributable to public safety.

These services include police protection services (including but not limited to criminal justice services), fire protection and suppression services, and paramedic services.

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses" as said term is defined in the Rate and Method of Apportionment and to establish an operating reserve for the costs of services as determined by the Administrator.

The above services shall be limited to those provided within the boundaries of CFD No. 2025-1 for the benefit of the properties within the boundaries of CFD No. 2025-1 and said services may be financed by proceeds of the special tax of CFD No. 2025-1 only to the extent that they are in addition to those provided in the territory of CFD No. 2025-1 before CFD No. 2025-1 was created.

**PETITION TO THE CITY COUNCIL OF THE CITY OF MURRIETA REQUESTING INSTITUTION OF PROCEEDINGS FOR ESTABLISHMENT OF A COMMUNITY FACILITIES DISTRICT (COMMUNITY FACILITIES DISTRICT NO. 2025-2 (MAINTENANCE SERVICES) OF THE CITY OF MURRIETA)**

1. The undersigned (the "Owner") is the owner of the land described in Exhibit A hereto (the "Property"), which land is expected to be included within the boundaries of a community facilities district hereby proposed to be established. The Property is located within the boundaries of the City of Murrieta (the "City"), County of Riverside.

2. The Owner requests that the City Council of the City of Murrieta (the "City Council") institute proceedings to establish a community facilities district to be known as "Community Facilities District No. 2025-2 (Maintenance Services) of the City of Murrieta" (referred to herein as the "District") pursuant to Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, Title 5, of the Government Code of the State of California, commonly known as the "Mello-Roos Community Facilities Act of 1982" (the "Act"), to include all of the Property. The proposed rate and method of apportionment for the District is set forth in Exhibit C hereto.

3. The Owner further requests that the City Council designate the property described in Exhibit A hereto and designated thereon as "Potential Annexation Area" as territory proposed for annexation to the District in the future (the "Potential Annexation Area") pursuant to the procedures set forth in Section 53339 et seq. of the Act or in compliance with other procedures established by the Act.


4. The boundaries of the territory which is proposed for inclusion in the District and the Potential Annexation Area are those depicted in Exhibit A hereto.

5. The Owner requests that the proposed District fund the services described in Exhibit D hereto (collectively, the "Services"). In addition, the District may fund actual or reasonably estimated costs directly related to the formation, annexation, and administration of the District including, but not limited to: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs to the City, the District, or any designee thereof associated with fulfilling the District reporting requirements; the costs associated with responding to public inquiries regarding the Special Taxes; the costs of the City, the District or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or the District for any other administrative purposes of the District, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

6. The Owner further requests that, the City Council, as legislative body of the District, annually levy special taxes on the property within the District to provide for the Services, and for the payment of administrative expenses of the District and for such services as the City Council deems appropriate.

Dated: January 12, 2025

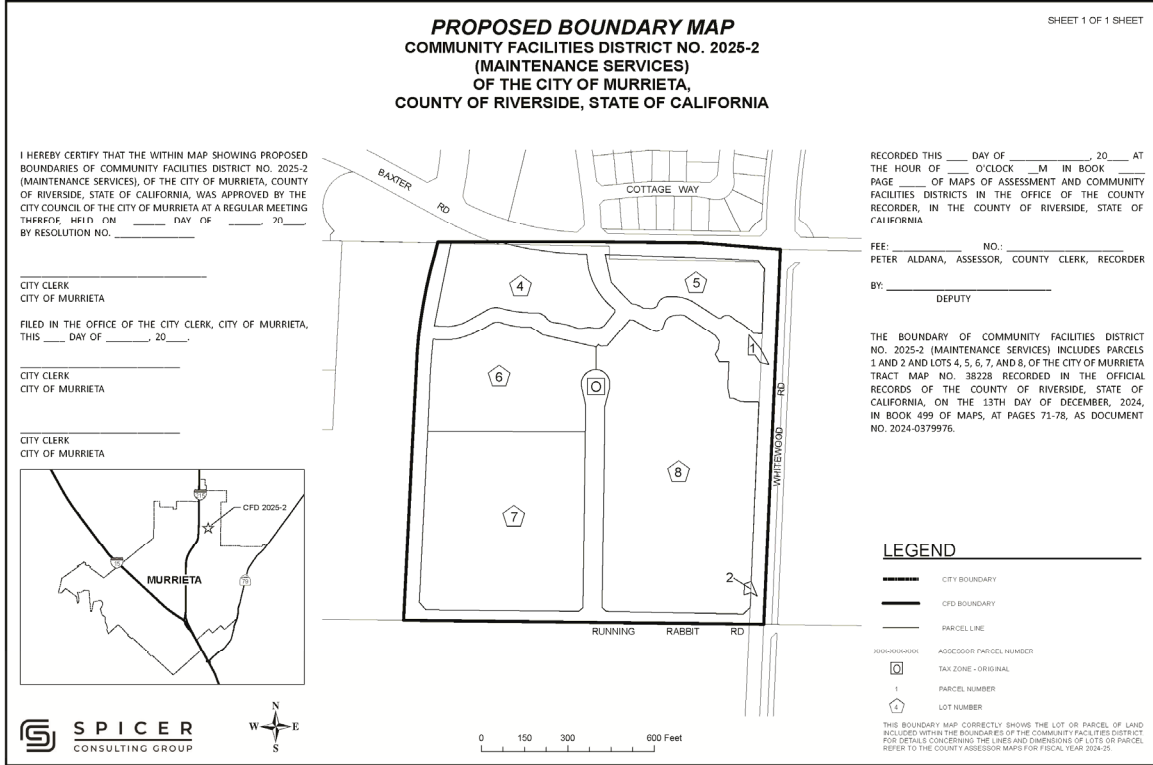
DISCOVERY VILLAGE LLC,  
a Delaware limited liability company

By: 

Name: Stephan Z. Elieff  
Its: Authorized Signatory

# EXHIBIT A

## BOUNDARY MAP





**BOUNDARIES - POTENTIAL ANNEXATION AREA**  
**COMMUNITY FACILITIES DISTRICT NO. 2025-2**  
**(MAINTENANCE SERVICES)**  
**CITY OF MURRIETA,**  
**COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

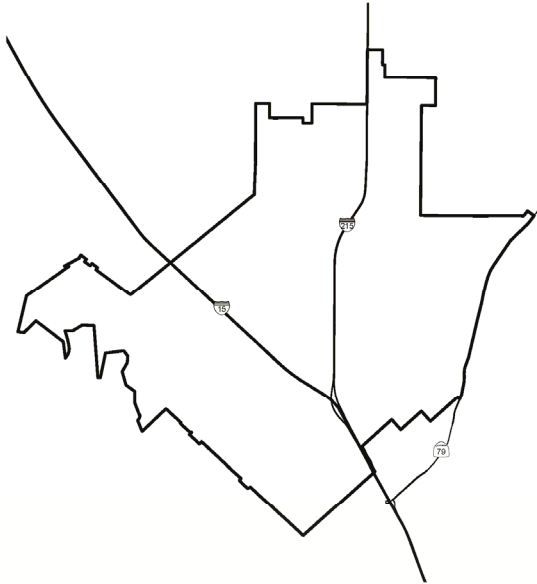
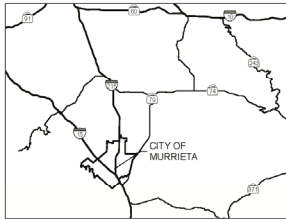
SHEET 1 OF 1 SHEET

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF THE POTENTIAL ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 2025-2 (MAINTENANCE SERVICES), CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY OF MURRIETA AT A REGULAR MEETING THEREOF HELD ON \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY RESOLUTION NO. \_\_\_\_\_

\_\_\_\_\_  
 CITY CLERK  
 CITY OF MURRIETA

FILED IN THE OFFICE OF THE CITY CLERK,  
 CITY OF MURRIETA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 CITY CLERK  
 CITY OF MURRIETA



RECORDED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT  
 THE HOUR OF \_\_\_\_ O'CLOCK \_\_\_\_ M IN BOOK \_\_\_\_  
 PAGE \_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY  
 FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY  
 RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF  
 CALIFORNIA

FEE: \_\_\_\_\_ NO.: \_\_\_\_\_  
 PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: \_\_\_\_\_  
 DEPUTY

**LEGEND**

— ANNEXATION BOUNDARY



## EXHIBIT B

### RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2025-2 (MAINTENANCE SERVICES) OF THE CITY OF MURRIETA

A Special Tax (the “Special Tax”) shall be levied on and collected from each Assessor’s Parcel (defined below) in Community Facilities District No. 2025-2 (Maintenance Services) (the “CFD No. 2025-2” or “CFD”; defined below), in each Fiscal Year, (defined below), commencing in the Fiscal Year beginning July 1, 2025, in an amount determined by the City Council of the City of Murrieta, acting in its capacity as the legislative body of CFD No. 2025-2, by applying the rate and method of apportionment set forth below. All of the real property in CFD No. 2025-2, unless exempted by law or by the provisions herein, shall be taxed to the extent and in the manner provided herein.

#### A. DEFINITIONS

“**Accessory Dwelling Unit**” means a residential unit of limited size including smaller secondary unit(s) that shares an Assessor’s Parcel with Single Family Residential Property that has a stand-alone Residential Unit.

“**Acre**” or “**Acreage**” means the land area of an Assessor’s Parcel as shown on any Assessor’s Parcel Map, or if the land area is not shown on the Assessor’s Parcel Map, the land area as shown on the applicable Final Map, or if the area is not shown on the applicable Final Map, the land area shall be calculated by the Administrator.

“**Administrative Expenses**” means the actual or reasonably estimated costs directly related to the formation, annexation, and administration of CFD No. 2025-2 including, but not limited to: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs to the City, CFD No. 2025-2, or any designee thereof associated with fulfilling the CFD No. 2025-2 disclosure requirements; the costs associated with responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2025-2 or any designee thereof related to an appeal of the Special Tax; and the City’s annual administration fees, collection expenses, including payment of a proportional share of City overhead and salaries and benefits of any City employees whose duties are related to the administration of CFD No. 2025-2 and third party expenses related to CFD No. 2025-2. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2025-2 for any other administrative purposes of CFD No. 2025-2, including attorney’s fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

“**Administrator**” means the City Manager of the City of Murrieta, or his or her designee.

“**Approved Property**” means all Assessor’s Parcels of Taxable Property that are included in a Final Map that was recorded prior to the January 1 preceding the Fiscal Year in which the Special Tax is being levied, and that have not been issued a building permit on or prior to the May 1 preceding the Fiscal year in which the Special Tax is being levied.

“**Assessor’s Parcel**” means a lot or parcel of land that is identifiable by an Assessor’s Parcel Number by the County Assessor of the County of Riverside.

**“Assessor’s Parcel Map”** means an official map of the Assessor of the County designating parcels by Assessor’s Parcel Number.

**“Assessor’s Parcel Number”** means that identification number assigned to a parcel by the County Assessor of the County.

**“Building Square Footage”** or **“BSF”** means the floor area square footage reflected on the original construction building permit issued for construction of a building of Non-Residential Property and any Building Square Footage subsequently added to a building of such Non-Residential Property after issuance of a building permit for expansion or renovation of such building.

**“Calendar Year”** means the period commencing January 1 of any year and ending the following December 31.

**“CFD”** or **“CFD No. 2025-2”** means the Community Facilities District No. 2025-2 (Maintenance Services) of the City of Murrieta.

**“City”** means the City of Murrieta.

**“Contingent Services”** means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2025-2 as set forth in the documents adopted by the City Council at the time the CFD was formed to be provided by the City in the event the Administrator makes a determination pursuant to Section C(2) that a Property Owners’ Association fails to adequately provide such services.

**“County”** means the County of Riverside.

**“Developed Property”** means all Assessor’s Parcels of Taxable Property for which a building permit for new construction has been issued on or prior to May 1 preceding the Fiscal Year in which the Special Tax is being levied.

**“Exempt Property”** means all Assessors’ Parcels designated as being exempt from the Special Tax as provided for in Section G.

**“Final Map”** means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a condominium plan pursuant to California Civil Code 6624 that creates individual lots for which building permits may be issued without further subdivision.

**“Fiscal Year”** means the period from and including July 1<sup>st</sup> of any year to and including the following June 30<sup>th</sup>.

**“Land Use Category”** or **“LUC”** means any of the categories contained in Section B hereof to which an Assessor’s Parcel is assigned consistent with the land use approvals that have been received or proposed for the Assessor’s Parcel as of May 1 preceding the Fiscal Year in which the Special Tax is being levied.

**“Maximum Special Tax”** means either Maximum Special Tax A and/or Maximum Special Tax B (Contingent), as applicable.

**“Maximum Special Tax A”** means for each Assessor’s Parcel and each Fiscal Year, the maximum Special Tax A, as determined in accordance with Section C below that can be levied on such Assessor’s Parcel in such Fiscal Year.

**“Maximum Special Tax B (Contingent)”** means for each Assessor’s Parcel and each Fiscal Year, the maximum Special Tax B (Contingent), as determined in accordance with Section C below that can be levied on such Assessor’s Parcel in such Fiscal Year.

**“Multi-Family Residential Property”** or **“MFR”** means any Assessor’s Parcel of Residential Property upon which a building or buildings comprised of attached Residential Units sharing at least one common wall with another unit are constructed or are intended to be constructed that share a single Assessor’s Parcel Number, as determined by the Administrator.

**“Non-Residential Property”** or **“NR”** means all Assessor’s Parcels of Taxable Property for which a building permit(s) was issued for a non-residential use. The Administrator shall make the determination if an Assessor’s Parcel is Non-Residential Property.

**“Property Owner’s Association”** or **“POA”** means the property owner’s association or homeowner’s association established to maintain certain Services within a Tax Zone.

**“Proportionately”** means for Taxable Property that is: (i) Developed Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Developed Property, (ii) Approved Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Approved Property, and (iii) Undeveloped Property that the ratio of the actual Special Tax levy per acre to the Maximum Special Tax per acre is the same for all Parcels of Undeveloped Property.

**“Rate and Method of Apportionment”** or **“RMA”** means this Rate and Method of Apportionment of Special Taxes.

**“Residential Property”** means all Assessor’s Parcels of Taxable Property upon which Residential Units have been constructed or are intended to be constructed or for which building permits have been or may be issued for purposes of constructing one or more Residential Units.

**“Residential Unit”** or **“RU”** means a residential unit that is used or intended to be used as a domicile by one or more persons, as determined by the Administrator. An Accessory Dwelling Unit that shares an Assessor’s Parcel with an Assessor’s Parcel classified as Single Family Residential Property shall not be considered a Residential Unit for purposes of levying the Special Tax pursuant to Section D.

**“Service(s)”** means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2025-2 as set forth in the documents adopted by the City Council at the time the CFD was formed.

**“Single Family Residential Property”** or **“SFR”** means any Residential Property other than Multi-Family Residential Property on an Assessor’s Parcel as determined by the Administrator.

**“Special Tax(es)”** means the Special Tax A or Special Tax B (Contingent) to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property.

**“Special Tax A”** means the annual special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Special Tax A Requirement.

**“Special Tax A Requirement”** means for each Tax Zone that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of such Tax Zone within CFD No. 2025-2 in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the direct costs for maintenance services including but not limited to (i) maintenance and lighting of parks, parkways, streets, roads and open space, (ii) maintenance and operation of water quality improvements, (iii) public street sweeping, (iv) fund an operating reserve for the costs of Services as determined by the Administrator, and (v) Administrative Expenses. Under no circumstances shall the Special Tax A Requirement include funds for the repayment of bonds.

**“Special Tax B (Contingent)”** means the annual special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Special Tax B (Contingent) Requirement, if required.

**“Special Tax B (Contingent) Requirement”** means that amount required in any Fiscal Year, if the POA is unable to maintain the Contingent Service(s) to: (i) pay the costs of Contingent Services incurred or otherwise payable in the Calendar Year commencing in such Fiscal Year; (ii) fund an operating reserve for the costs of Contingent Services as determined by the Administrator; less a credit for funds available to reduce the annual Special Tax B (Contingent) levy for the subsequent Fiscal Year as determined by the Administrator.

**“Taxable Property”** means all Assessor’s Parcels within CFD No. 2025-2, which are not Exempt Property.

**“Taxable Unit”** means a Residential Unit, Building Square Footage, or an Acre.

**“Tax Zone”** means a mutually exclusive geographic area, within which particular Special Tax rates may be levied following annexation of additional property to the CFD and pursuant to an amended Rate and Method of Apportionment of Special Tax. Appendix C identifies the Tax Zone Original included in CFD No. 2025-2 at formation; additional Tax Zones may be created when property is annexed into the CFD.

**“Tax Zone Original”** means the specific geographic area identified on the CFD Boundary Map as Tax Zone Original included in Appendix C.

**“Tract(s)”** means an area of land: i) within a subdivision identified by a particular tract number on a Final Map, ii) identified within a Parcel Map; or iii) identified within lot line adjustment approved for subdivision.

**“Undeveloped Property”** means, for each Fiscal Year, all Taxable Property not classified as Developed Property or Approved Property.

**B. ASSIGNMENT TO LAND USE CATEGORIES**

For each Fiscal Year, all Assessor’s Parcels of Taxable Property within CFD No. 2025-2 shall be classified as Developed Property, Approved Property, or Undeveloped Property, and shall be subject to the levy of Special Taxes as determined pursuant to Sections C and D below. Assessor’s Parcels of Developed Property and Approved Property shall be classified as either Residential Property or Non-Residential Property. Residential Property shall be further classified as Single Family Residential Property or Multi-Family Residential Property and the number of Residential Units shall be determined by the Administrator.

**C. MAXIMUM SPECIAL TAX RATES**

For purposes of determining the applicable Maximum Special Tax for Assessor’s Parcels of Developed Property and Approved Property which are classified as Residential Property, all such Assessor’s Parcels shall be assigned the number of Residential Unit(s) constructed or to be constructed thereon as specified in or shown on the building permit(s) issued or Final Map as determined by the Administrator. Once a single family attached or multi-family building or buildings have been built on an Assessor’s Parcel, the Administrator shall determine the actual number of Residential Units contained within the building or buildings, and the Special Tax A levied against the Assessor’s Parcel in the next Fiscal Year shall be calculated by multiplying the actual number of Residential Units by the Maximum Special Tax per Residential Unit for the Tax Zone below or as included in Appendix A as future annexations occur.

To determine the Maximum Special Tax for Non-Residential Developed and Approved Properties, the Administrator assigns each Assessor’s Parcel a Building Square Footage or Acreage based on the Final Map. The Special Tax A for the next Fiscal Year is calculated by multiplying this figure by the Maximum Special Tax per Taxable Unit for the applicable Tax Zone, as identified below or in Appendix A for future annexations.

**1. Special Tax A**

a. Developed Property

(i) Maximum Special Tax A

The Maximum Special Tax A for each Assessor’s Parcel of Developed Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2025-2, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax A for the Tax Zones annexed and included in Appendix A. The Maximum Special Tax A for Developed Property for Fiscal Year 2025-26 within Tax Zone Original is identified in Table 1 below:

**TABLE 1  
MAXIMUM SPECIAL TAX A RATES  
DEVELOPED PROPERTY**

<b>Tax Zone</b>	<b>Tract</b>	<b>Land Use Category</b>	<b>Taxable Unit</b>	<b>Maximum Special Tax A</b>
Original	TR 38228	Single Family Residential Property	RU	\$274

(ii) Increase in the Maximum Special Tax A

On each July 1, commencing on July 1, 2026 the Maximum Special Tax A for Developed Property shall increase by i) the year-over-year percentage increase for the month of March in the Consumer Price Index (All Items) for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area, or a comparable replacement index for the area if this index is no longer published, since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

In some instances, an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax A that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax A that can be levied for each Land Use Category located on that Assessor's Parcel. For an Assessor's Parcel that contains more than one land use, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Administrator's allocation to each type of property shall be final.

b. Approved Property

The Maximum Special Tax A for each Assessor's Parcel of Approved Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2025-2, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax A for the Tax Zone(s) annexed and included in Appendix A. The Maximum Special Tax A for Approved Property for Fiscal Year 2025-26 within Tax Zone Original is identified in Table 2 below:

**TABLE 2  
MAXIMUM SPECIAL TAX A RATES  
APPROVED PROPERTY**

<b>Tax Zone</b>	<b>Tract</b>	<b>Land Use Category</b>	<b>Taxable Unit</b>	<b>Maximum Special Tax A</b>
Original	TR 38228	Single Family Residential Property	RU	\$274

On each July 1, commencing on July 1, 2026 the Maximum Special Tax A for Developed Property shall increase by i) the year-over-year percentage increase for the month of March in the Consumer Price Index (All Items) for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area, or a comparable replacement index for the area if this index is no longer published, since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax A for each Assessor's Parcel of Undeveloped Property shall be specific to each Tax Zone within the CFD. When additional property is

annexed into CFD No. 2025-2, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax A for the Tax Zone(s) annexed and included in Appendix A. The Maximum Special Tax A for Undeveloped Property for Fiscal Year 2025-26 within Tax Zone Original is identified in Table 3 below:

**TABLE 3  
MAXIMUM SPECIAL TAX A RATES  
UNDEVELOPED PROPERTY**

<b>Tax Zone</b>	<b>Tracts</b>	<b>Taxable Unit</b>	<b>Maximum Special Tax A</b>
Original	TR 38228	Acre	\$8,839

On each July 1, commencing on July 1, 2026 the Maximum Special Tax A for Developed Property shall increase by i) the year-over-year percentage increase for the month of March in the Consumer Price Index (All Items) for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area, or a comparable replacement index for the area if this index is no longer published, since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

**2. Special Tax B (Contingent)**

The City Council shall levy Special Tax B (Contingent) only in the event the POA defaults in its obligation to maintain the Contingent Services, which default shall be deemed to have occurred, as determined by the Administrator, in each of the following circumstances:

- (a) The POA files for bankruptcy;
- (b) The POA is dissolved;
- (c) The POA ceases to impose dues or levy annual assessments sufficient to provide for the Contingent Services; or
- (d) The POA fails to provide the Contingent Services at the same level as the City provides similar services and maintains similar improvements throughout the City and within ninety (90) days after written notice from the City, or such longer period permitted by the City Manager, fails to remedy the deficiency to the reasonable satisfaction of the City Council.

a. Developed Property

(i) Maximum Special Tax B (Contingent)

The Maximum Special Tax B (Contingent) for each Assessor’s Parcel of Taxable Property is shown in Table 4 and shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2025-2, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax B (Contingent) for the Tax Zones annexed and included in Appendix A. The Maximum Special Tax B (Contingent) for Fiscal Year 2025-26 within Tax Zone Original is identified in Table 4 below:



**TABLE 4  
MAXIMUM SPECIAL TAX B (CONTINGENT) RATES  
DEVELOPED PROPERTY**

<b>Tax Zone</b>	<b>Tract</b>	<b>Land Use Category</b>	<b>Taxable Unit</b>	<b>Maximum Special Tax B (Contingent)</b>
Original	TR 38228	Single Family Residential Property	RU	\$0

(ii) Increase in the Maximum Special Tax B (Contingent)

On each July 1, commencing on July 1, 2026 the Maximum Special Tax A for Developed Property shall increase by i) the year-over-year percentage increase for the month of March in the Consumer Price Index (All Items) for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area, or a comparable replacement index for the area if this index is no longer published, since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

In some instances, an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax B (Contingent) that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax B (Contingent) that can be levied for each Land Use Category located on that Assessor's Parcel. For an Assessor's Parcel that contains more than one land use, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Administrator's allocation to each type of property shall be final.

b. Approved Property

The Maximum Special Tax B (Contingent) for each Assessor's Parcel of Approved Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2025-2, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax B (Contingent) for the Tax Zone(s) annexed and included in Appendix A. The Maximum Special Tax B (Contingent) for Fiscal Year 2025-26 within Tax Zone Original is identified in Table 5 below:

**TABLE 5  
MAXIMUM SPECIAL TAX B (CONTINGENT) RATES  
APPROVED PROPERTY**

<b>Tax Zone</b>	<b>Tract</b>	<b>Land Use Category</b>	<b>Taxable Unit</b>	<b>Maximum Special Tax B (Contingent)</b>
Original	TR 38228	Single Family Residential Property	RU	\$0

On each July 1, commencing on July 1, 2026 the Maximum Special Tax A for Developed Property shall increase by i) the year-over-year percentage increase for the month of March in the Consumer Price Index (All Items) for all Urban Consumers for the Riverside-San

Bernardino-Ontario California Standard Metropolitan Statistical Area, or a comparable replacement index for the area if this index is no longer published, since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax B (Contingent) for each Assessor’s Parcel of Undeveloped Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2025-2, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax B (Contingent) for the Tax Zone(s) annexed and included in Appendix A. The Maximum Special Tax B (Contingent) for Fiscal Year 2025-26 within Tax Zone Original is identified in Table 6 below:

**TABLE 6  
MAXIMUM SPECIAL TAX B (CONTINGENT) RATES  
UNDEVELOPED PROPERTY**

<b>Tax Zone</b>	<b>Tracts</b>	<b>Taxable Unit</b>	<b>Maximum Special Tax B (Contingent)</b>
Original	TR 38228	Acre	\$0

On each July 1, commencing on July 1, 2026 the Maximum Special Tax A for Developed Property shall increase by i) the year-over-year percentage increase for the month of March in the Consumer Price Index (All Items) for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area, or a comparable replacement index for the area if this index is no longer published, since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

**D. METHOD OF APPORTIONMENT OF ANNUAL SPECIAL TAX**

**1. Special Tax A**

Commencing with Fiscal Year 2025-26 and for each following Fiscal Year, the City Council shall determine the Special Tax A Requirement for each Tax Zone and shall levy the Special Tax A on all Assessor’s Parcels of Taxable Property within such Tax Zone until the aggregate amount of Special Tax A equals the Special Tax A Requirement for such Tax Zone. The Special Tax A shall be levied for each Fiscal Year as follows:

First: The Special Tax A shall be levied Proportionately on all Assessor’s Parcels of Developed Property up to 100% of the applicable Maximum Special Tax A to satisfy the Special Tax A Requirement;

Second: If additional moneys are needed to satisfy the Special Tax A Requirement after the first step has been completed, the Special Tax A shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax A for Approved Property;

Third: If additional monies are needed to satisfy the Special Tax A Requirement after the first two steps has been completed, the Special Tax A shall be levied Proportionately on all Assessor’s Parcels of Undeveloped Property up to 100% of the Maximum Special Tax A for Undeveloped Property.

## **2. Special Tax B (Contingent)**

Commencing with the first Fiscal Year in which Special Tax B (Contingent) is authorized to be levied and for each following Fiscal Year, the City Council shall determine the Special Tax B (Contingent) Requirement for each Tax Zone, if any, and shall levy the Special Tax on all Assessor's Parcels of Taxable Property within such Tax Zone until the aggregate amount of Special Tax B (Contingent) equals the Special Tax B (Contingent) Requirement for such Tax Zone. The Special Tax B (Contingent) shall be levied for each Fiscal Year as follows:

First: The Special Tax B (Contingent) shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax B (Contingent) to satisfy the Special Tax B (Contingent) Requirement;

Second: If additional moneys are needed to satisfy the Special Tax B (Contingent) Requirement after the first step has been completed, the Special Tax B (Contingent) shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax B (Contingent) for Approved Property;

Third: If additional monies are needed to satisfy the Special Tax B (Contingent) Requirement after the first two steps has been completed, the Special Tax B (Contingent) shall be levied Proportionately on all Assessor's Parcels of Undeveloped Property up to 100% of the Maximum Special Tax B (Contingent) for Undeveloped Property.

## **E. FUTURE ANNEXATIONS**

It is anticipated that additional properties will be annexed to CFD No. 2025-2 from time to time. As each annexation is proposed, an analysis will be prepared to determine the annual cost for providing Services to such properties. Based on this analysis, any properties to be annexed, pursuant to California Government Code section 53339 et seq. will be assigned the appropriate Maximum Special Tax rates for the Tax Zone when annexed and included in Appendix A.

## **F. DURATION OF SPECIAL TAX**

For each Fiscal Year, the Special Tax A shall be levied as long as the Services are being provided.

For each Fiscal Year, the Special Tax B (Contingent) shall be levied as long as the Contingent Services are being provided.

## **G. EXEMPTIONS**

The City shall classify as Exempt Property within CFD No. 2025-2, all Assessor's Parcels; (i) which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by any public entity; (ii) with public or utility easements making impractical their utilization for other than the purposes set forth in the easement; (iii) which are privately owned but are encumbered by or restricted solely for public uses; or (iv) which are in use in the performance of a public function as determined by the Administrator; (v) any Assessor's Parcel that qualifies for a welfare exemption under applicable state or local law; or (vi) any

Assessor's Parcel that is owned by a property owner association and used for common area purposes.

#### **H. APPEALS**

Any property owner claiming that the amount or application of the Special Taxes are not correct may file a written notice of appeal with the City not later than twelve months after having paid the first installment of the Special Tax that is disputed. The Administrator of CFD No. 2025-2 shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the Administrator's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made, but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

#### **I. MANNER OF COLLECTION**

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 2025-2 may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

#### **J. INTERPRETATION**

Interpretations may be made by the Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

**APPENDIX A  
CITY OF MURRIETA  
COMMUNITY FACILITIES DISTRICT NO. 2025-2 (MAINTENANCE SERVICES)**

**COST ESTIMATE**

**Special Tax A Services** - The estimate breaks down the costs of providing one year's maintenance services for Fiscal Year 2025-26. These services are being funded by the levy of Special Tax A for Community Facilities District No. 2025-2.

**TAX ZONE ORIGINAL (SERVICES)  
TRACT NO. 38228**

Item	Description	Estimated Cost
1	Landscaping	\$16,301
2	Streetlights	\$3,360
3	Traffic Signals	\$0
4	Street & Pavement	\$15,381
5	Drainage	\$8,416
6	Parks	\$34,206
7	Trails	\$4,285
8	Graffiti Abatement	\$1,607
9	Reserves	\$3,693
10	Administration	\$12,761
<b>Total</b>		<b>\$100,010</b>

**Special Tax B Contingent Services** – There are no services being funded by the levy of Special Tax B (Contingent) for Community Facilities District No. 2025-2. However, additional Tax Zones may have Special Tax B Contingent Services being provided.

**MAXIMUM SPECIAL TAXES ASSIGNED TO EACH TAX ZONE**

Tax Zone	Fiscal Year Included	Tract	No. of Taxable Units	Land Use Category	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B (Contingent)	Subdivider
Original	2025-26	38228	365	SFR	RU	\$274	\$0	Discovery Village, LLC

**ESCALATION OF MAXIMUM SPECIAL TAXES**

On each July 1, commencing on July 1, 2026 the Maximum Special Tax A for Developed Property shall increase by i) the year-over-year percentage increase for the month of March in the Consumer Price Index (All Items) for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area, or a comparable replacement index for the area if this index is no longer published, since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

**APPENDIX B**  
**CITY OF MURRIETA**  
**COMMUNITY FACILITIES DISTRICT NO. 2025-2 (MAINTENANCE SERVICES)**  
**DESCRIPTION OF AUTHORIZED SERVICES**

The services which may be funded with proceeds of the special tax of CFD No. 2025-2, as provided by Section 53313 of the Act, will include all costs attributable to maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-way, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use. These services including the following:

(a) maintenance and lighting of parks, parkways, streets, roads and open space, which maintenance and lighting services may include, without limitation, furnishing of electrical power to street lights and traffic signals; repair and replacement of damaged or inoperative light bulbs, fixtures and standards; maintenance (including irrigation and replacement) of landscaping vegetation situated on or adjacent to parks, parkways, streets, roads and open space; maintenance and repair of irrigation facilities; maintenance of public signage; graffiti removal from and maintenance and repair of public structures situated on parks, parkways, streets, roads and open space; maintenance and repair of playground or recreation program equipment or facilities situated on any park; and

(b) maintenance and operation of water quality improvements which include storm drainage and flood protection facilities, including, without limitation, drainage inlets, catch basin inserts, infiltration basins, flood control channels, fossil fuel filters, and similar facilities. Maintenance services may include but is not limited to the repair, removal or replacement of all or part of any of the water quality improvements, fossil fuel filters within the public right-of-way including the removal of petroleum hydrocarbons and other pollutants from water runoff, or appurtenant facilities, clearing of inlets and outlets; erosion repairs; and cleanup to improvements, and other items necessary for the maintenance and servicing of the water quality basin improvements within flood control channel improvements; and

(c) public street sweeping, on the segments of the arterials within the boundaries of CFD No. 2025-2; as well as local roads within residential subdivisions located within CFD No. 2025-2; and any portions adjacent to the properties within CFD No. 2025-2; and

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses," as said term is defined in the Rate and Method of Apportionment.

The above services may be financed by proceeds of the special tax of CFD No. 2025-2 only to the extent that they are in addition to those provided in the territory of CFD No. 2025-2 before CFD No. 2025-2 was created or those provided in the territory annexed to CFD No. 2025-2 before the territory was annexed, as applicable.

**APPENDIX C**

**CITY OF MURRIETA  
COMMUNITY FACILITIES DISTRICT NO. 2025-2 (MAINTENANCE SERVICES)  
PROPOSED BOUNDARIES AND POTENTIAL ANNEXATION AREA BOUNDARIES**

**RESOLUTION NO. 25-4806**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA DECLARING ITS INTENTION TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2025-2 (MAINTENANCE SERVICES) OF THE CITY OF MURRIETA, TO AUTHORIZE THE LEVY OF A SPECIAL TAX ON PROPERTY WITHIN THE DISTRICT TO PAY THE COSTS OF PROVIDING PUBLIC MAINTENANCE SERVICES**

**WHEREAS**, the City of Murrieta (the “City”) has received a petition (the “Petition”) signed by the owner of more than ten percent of the land within the boundaries of which is proposed for inclusion in a proposed community facilities district which meets the requirements of Sections 53318 and 53319 of the Government Code of the State of California (the “Government Code”); and

**WHEREAS**, the City Council of the City (the “City Council”) desires to adopt this resolution of intention as provided in Section 53321 of the Government Code to establish a community facilities district consisting of the territory described in Attachment “A” hereto and incorporated herein by this reference, which the City Council hereby determines shall be known as “Community Facilities District No. 2025-2 (Maintenance Services) of the City of Murrieta” (“Community Facilities District No. 2025-2” or the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code (the “Act”) to (1) finance the services described in Attachment “B” hereto and incorporated herein by this reference (the “Services”), and (2) finance the incidental expenses to be incurred in connection with forming and administering the District and financing the Services (the “Services Incidental Expenses”); and

**WHEREAS**, the City Council proposes to designate the property described in Attachment “B” hereto and incorporated herein by this references as territory proposed for annexation to Community Facilities District No. 2025-2 in the future (the “Potential Annexation Area”), with the condition that a parcel or parcels within such territory shall be annexed and subjected to the special tax of Community Facilities District No. 2025-2 pursuant to the procedures set forth in Section 53339 et seq. of the Act or in compliance with other procedures established by the Act; and

**WHEREAS**, the City Council further intends to approve an estimate of the costs of the Services and the Services Incidental Expenses for Community Facilities District No. 2025-2; and

**WHEREAS**, it is the intention of the City Council to consider financing the Services and the Services Incidental Expenses through the formation of Community Facilities District No. 2025-2 and the levy of a special tax to pay for such Services and Services Incidental Expenses;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURRIETA AS FOLLOWS:**

**Section 1.** The above recitals are true and correct.

**Section 2.** A community facilities district is proposed to be established under the terms of the Act. It is further proposed that the legal boundaries of Community Facilities District No. 2025-2 shall be those described in Attachment “A” hereto, which boundaries shall, upon



recordation of the boundary map for proposed Community Facilities District No. 2025-2, include the entirety of any parcel subject to taxation by the District. The City Council further proposes to designate the Potential Annexation Area described in Attachment “A” hereto as property proposed for annexation into the District in the future, as approved by the City Council acting as the legislative body of the District.

The proposed boundaries of the District and the Potential Annexation Area are depicted on the map of the proposed Community Facilities District No. 2025-2, which is included in Attachment “A” hereto. The City Clerk is hereby directed to sign the original map of the proposed boundaries and record it with all proper endorsements thereon with the County Recorder of the County of Riverside within 15 days after the adoption of this resolution, all as required by Section 3111 of the Streets and Highways Code of the State of California.

**Section 3.** The name of the proposed community facilities district shall be “Community Facilities District No. 2025-2 (Maintenance Services) of the City of Murrieta.”

**Section 4.** The Services proposed to be provided for the benefit of Community Facilities District No. 2025-2 are public services as defined in the Act, and this City Council finds and determines that the Services to be financed are in addition to those provided in the territory of the District, including the Potential Annexation Area, at the present time and do not supplant services already available within the territory of the District at the present time. The City Council hereby finds and determines that the description of the Services herein is sufficiently informative to allow taxpayers within the proposed District, including the Potential Annexation Area, to understand what the funds of the District may be used to finance. The Services Incidental Expenses expected to be incurred include the costs of planning the Services, the costs of forming the District, the cost of levying and collecting a special tax within the proposed District and the cost of administration.

**Section 5.** Except where funds are otherwise available, it is the intention of the City Council to levy annually in accordance with the procedures contained in the Act a separate special tax, secured by recordation of a continuing lien against all nonexempt real property in the District, sufficient to pay for the Services and the Services Incidental Expenses. Notwithstanding the foregoing, the District shall not record a special tax lien on property within the Potential Annexation Area until the owner or owners of the parcel or parcels thereof have given their unanimous approval of the parcel’s or parcels’ annexation to the District. The rate and method of apportionment and manner of collection of the special taxes are described in detail in Attachment “C” attached hereto, which Attachment “C” is incorporated herein by this reference. Attachment “C” allows each landowner within the District to estimate the maximum amount that may be levied against each parcel.

The special taxes for Services may be increased based on the year-over-year percentage increase for the month of March in the consumer price index by an amount not to exceed two percent (2%) per year to the extent permitted in the Rate and Method. The special tax for Services may be levied for such period as the Services are needed, as further described in Attachment “C” hereto.

The special taxes are based on the expected demand that each parcel of real property within the proposed Community Facilities District No. 2025-2 will place on the Services. The City Council hereby determines that the proposed Services are necessary to meet the increased demand placed upon the City and the existing services in the City as a result of the development of the land proposed for inclusion in the District. The City Council hereby

determines the rate and method of apportionment of the special taxes set forth in Attachment “C” to be reasonable. The special tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act and such special taxes are not on or based upon the value or ownership of real property.

**Section 6.** A public hearing (the “Hearing”) on the establishment of the proposed Community Facilities District No. 2025-2, the proposed rate and method of apportionment of the special taxes to finance the Services and the Services Incidental Expenses shall be held 6:00 p.m., or as soon thereafter as practicable, on April 1, 2025, at the City of Murrieta Council Chambers, 1 Town Square, Murrieta, California. Should the City Council determine to form the District, a special election will be held to authorize the levy of the special taxes in accordance with the procedures contained in Government Code Section 53326. If held, the proposed voting procedure at the election will be a landowner vote with each landowner who is the owner of record of land within the District (excluding the Potential Annexation Area) at the close of the Hearing, or the authorized representative thereof, having one vote for each acre or portion thereof owned within the proposed District. Ballots for the special election may be distributed by mail or by personal service.

**Section 7.** The City Council does not intend to make any adjustment in property taxation pursuant to Sections 53313.6 and 53313.7 of the Act.

**Section 8.** At the time and place set forth above for the Hearing, any interested person, including all persons owning lands or registered to vote within proposed Community Facilities District No. 2025-2 and in the Potential Annexation Area, may appear and be heard.

**Section 9.** Each City officer who is or will be responsible for administering the proposed Community Facilities District No. 2025-2, if it is established, is hereby directed to study the proposed District and, at or before the time of the above-mentioned Hearing, file a report with the City Council containing a brief description of services by type which will in his or her opinion be required to meet adequately the needs of Community Facilities District No. 2025-2 and an estimate of the cost of providing those services, and an estimate of the fair and reasonable cost of Services Incidental Expenses to be incurred.

**Section 10.** The District may accept advances of funds or work-in-kind from any source, including, but not limited to, private persons or private entities, for any authorized purpose, including, but not limited to, paying any cost incurred in creating Community Facilities District No. 2025-2. The District may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by the City Council, with or without interest.

**Section 11.** The City Clerk is hereby directed to publish a notice (the “Notice”) of the Hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of proposed Community Facilities District No. 2025-2. The City Clerk is further directed to mail a copy of the Notice to each landowner within the boundaries of the District at least 15 days prior to the Hearing. The Notice shall contain the text or a summary of this Resolution, the time and place of the Hearing, a statement that the testimony of all interested persons or taxpayers will be heard, a description of the protest rights of the registered voters and landowners in the proposed district and a description of the proposed voting procedure for the election required by the Act. Such publication shall be completed at least seven (7) days prior to the date of the Hearing.

**Section 12.** This Resolution shall be effective upon its adoption.

**PASSED AND ADOPTED** by the City Council at a regular meeting held on the 4th day of February, 2025.

CITY COUNCIL OF THE CITY OF MURRIETA

By: \_\_\_\_\_  
Cindy Warren  
Mayor of the City of Murrieta

ATTEST:

\_\_\_\_\_  
Cristal McDonald  
City Clerk of the City of Murrieta

STATE OF CALIFORNIA     )  
COUNTY OF RIVERSIDE   )ss.  
CITY OF MURRIETA        )

I, Cristal McDonald, City Clerk of the City of Murrieta, do hereby certify that the foregoing Resolution No. 25-4806 was duly adopted by the City Council of the City of Murrieta at a regular meeting held on the 4th day of February, 2025, by the following votes:

AYES:

NOES:

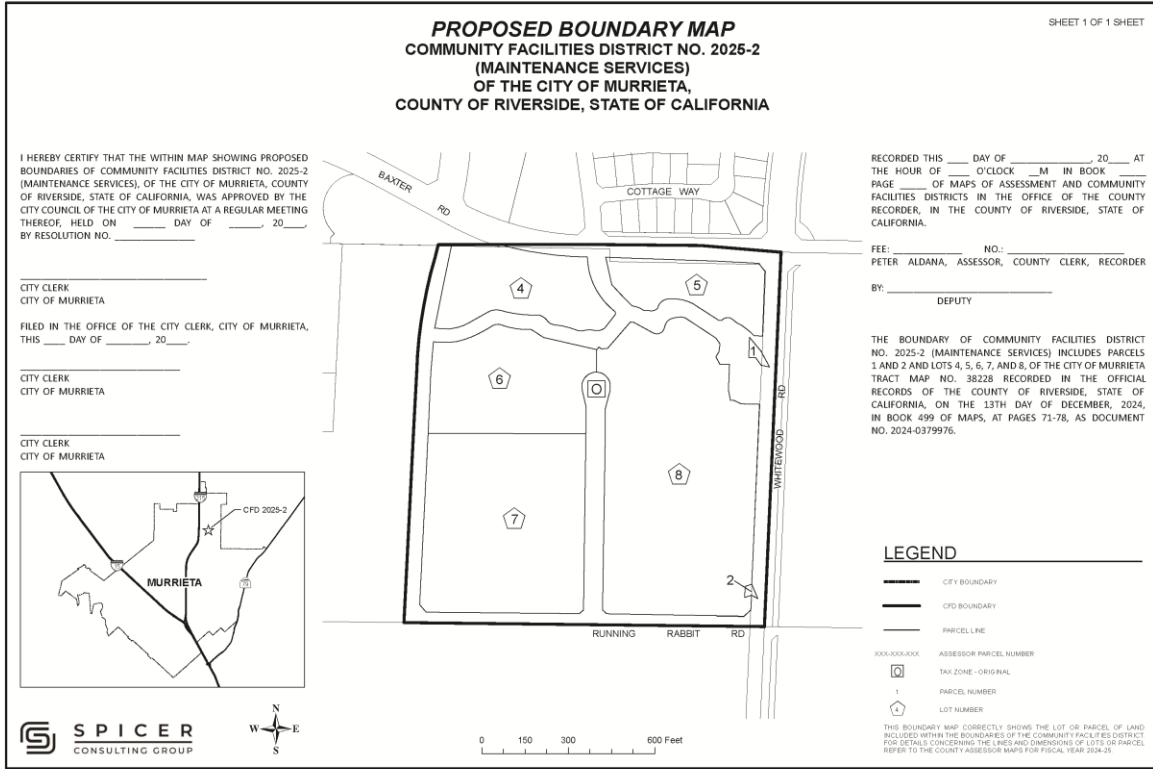
ABSENT:

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Cristal McDonald, City Clerk

# ATTACHMENT A

## Proposed Boundaries Community Facilities District No. 2025-2 (Maintenance Services) of the City of Murrieta, Riverside County, California



**BOUNDARIES - POTENTIAL ANNEXATION AREA**  
**COMMUNITY FACILITIES DISTRICT NO. 2025-2**  
**(MAINTENANCE SERVICES)**  
**CITY OF MURRIETA,**  
**COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

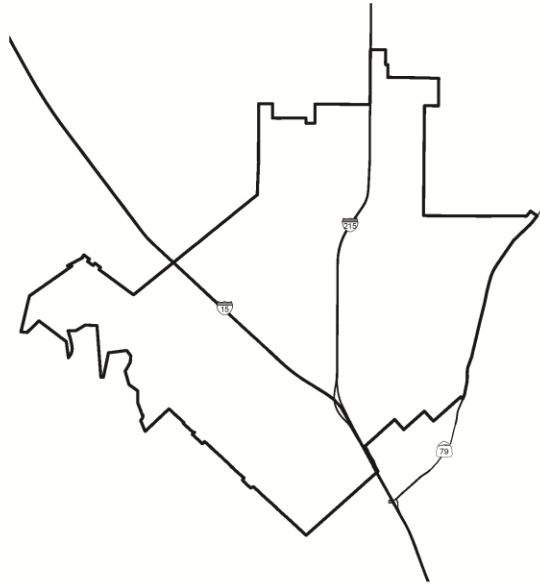
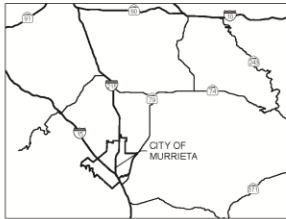
SHEET 1 OF 1 SHEET

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF THE POTENTIAL ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 2025-2 (MAINTENANCE SERVICES), CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY OF MURRIETA AT A REGULAR MEETING THEREOF, HELD ON \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY RESOLUTION NO. \_\_\_\_\_

\_\_\_\_\_  
 CITY CLERK  
 CITY OF MURRIETA

FILED IN THE OFFICE OF THE CITY CLERK,  
 CITY OF MURRIETA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
 CITY CLERK  
 CITY OF MURRIETA



RECORDED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT  
 THE HOUR OF \_\_\_\_ O'CLOCK \_\_\_\_ M IN BOOK \_\_\_\_  
 PAGE \_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY  
 FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY  
 RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF  
 CALIFORNIA.

FEE: \_\_\_\_\_ NO.: \_\_\_\_\_  
 PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: \_\_\_\_\_  
 DEPUTY

**LEGEND**

— ANNEXATION BOUNDARY

## **ATTACHMENT B**

### **Types of Services to be Financed by Community Facilities District No. 2025-2 (Maintenance Services) of the City of Murrieta**

The services which may be funded with proceeds of the special tax of CFD No. 2025-2, as provided by Section 53313 of the Act, will include all costs attributable to maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-way, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use. These services including the following:

(a) maintenance and lighting of parks, parkways, streets, roads and open space, which maintenance and lighting services may include, without limitation, furnishing of electrical power to street lights and traffic signals; repair and replacement of damaged or inoperative light bulbs, fixtures and standards; maintenance (including irrigation and replacement) of landscaping vegetation situated on or adjacent to parks, parkways, streets, roads and open space; maintenance and repair of irrigation facilities; maintenance of public signage; graffiti removal from and maintenance and repair of public structures situated on parks, parkways, streets, roads and open space; maintenance and repair of playground or recreation program equipment or facilities situated on any park; and

(b) maintenance and operation of water quality improvements which include storm drainage and flood protection facilities, including, without limitation, drainage inlets, catch basin inserts, infiltration basins, flood control channels, fossil fuel filters, and similar facilities. Maintenance services may include but is not limited to the repair, removal or replacement of all or part of any of the water quality improvements, fossil fuel filters within the public right-of-way including the removal of petroleum hydrocarbons and other pollutants from water runoff, or appurtenant facilities, clearing of inlets and outlets; erosion repairs; and cleanup to improvements, and other items necessary for the maintenance and servicing of the water quality basin improvements within flood control channel improvements; and

(c) public street sweeping, on the segments of the arterials within the boundaries of CFD No. 2025-2; as well as local roads within residential subdivisions located within CFD No. 2025-2; and any portions adjacent to the properties within CFD No. 2025-2; and

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses," as said term is defined in the Rate and Method of Apportionment.

The above services may be financed by proceeds of the special tax of CFD No. 2025-2 only to the extent that they are in addition to those provided in the territory of CFD No. 2025-2 before CFD No. 2025-2 was created or those provided in the territory annexed to CFD No. 2025-2 before the territory was annexed, as applicable.

## ATTACHMENT C

### RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2025-2 (MAINTENANCE SERVICES) OF THE CITY OF MURRIETA

A Special Tax (the “Special Tax”) shall be levied on and collected from each Assessor’s Parcel (defined below) in Community Facilities District No. 2025-2 (Maintenance Services) (the “CFD No. 2025-2” or “CFD”; defined below), in each Fiscal Year, (defined below), commencing in the Fiscal Year beginning July 1, 2025, in an amount determined by the City Council of the City of Murrieta, acting in its capacity as the legislative body of CFD No. 2025-2, by applying the rate and method of apportionment set forth below. All of the real property in CFD No. 2025-2, unless exempted by law or by the provisions herein, shall be taxed to the extent and in the manner provided herein.

#### A. DEFINITIONS

“**Accessory Dwelling Unit**” means a residential unit of limited size including smaller secondary unit(s) that shares an Assessor’s Parcel with Single Family Residential Property that has a stand-alone Residential Unit.

“**Acre**” or “**Acreage**” means the land area of an Assessor’s Parcel as shown on any Assessor’s Parcel Map, or if the land area is not shown on the Assessor’s Parcel Map, the land area as shown on the applicable Final Map, or if the area is not shown on the applicable Final Map, the land area shall be calculated by the Administrator.

“**Administrative Expenses**” means the actual or reasonably estimated costs directly related to the formation, annexation, and administration of CFD No. 2025-2 including, but not limited to: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs to the City, CFD No. 2025-2, or any designee thereof associated with fulfilling the CFD No. 2025-2 disclosure requirements; the costs associated with responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2025-2 or any designee thereof related to an appeal of the Special Tax; and the City’s annual administration fees, collection expenses, including payment of a proportional share of City overhead and salaries and benefits of any City employees whose duties are related to the administration of CFD No. 2025-2 and third party expenses related to CFD No. 2025-2. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2025-2 for any other administrative purposes of CFD No. 2025-2, including attorney’s fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

“**Administrator**” means the City Manager of the City of Murrieta, or his or her designee.

“**Approved Property**” means all Assessor’s Parcels of Taxable Property that are included in a Final Map that was recorded prior to the January 1 preceding the Fiscal Year in which the Special Tax is being levied, and that have not been issued a building permit on or prior to the May 1 preceding the Fiscal year in which the Special Tax is being levied.

“**Assessor’s Parcel**” means a lot or parcel of land that is identifiable by an Assessor’s Parcel Number by the County Assessor of the County of Riverside.



**“Assessor’s Parcel Map”** means an official map of the Assessor of the County designating parcels by Assessor’s Parcel Number.

**“Assessor’s Parcel Number”** means that identification number assigned to a parcel by the County Assessor of the County.

**“Building Square Footage”** or **“BSF”** means the floor area square footage reflected on the original construction building permit issued for construction of a building of Non-Residential Property and any Building Square Footage subsequently added to a building of such Non-Residential Property after issuance of a building permit for expansion or renovation of such building.

**“Calendar Year”** means the period commencing January 1 of any year and ending the following December 31.

**“CFD”** or **“CFD No. 2025-2”** means the Community Facilities District No. 2025-2 (Maintenance Services) of the City of Murrieta.

**“City”** means the City of Murrieta.

**“Contingent Services”** means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2025-2 as set forth in the documents adopted by the City Council at the time the CFD was formed to be provided by the City in the event the Administrator makes a determination pursuant to Section C(2) that a Property Owners’ Association fails to adequately provide such services.

**“County”** means the County of Riverside.

**“Developed Property”** means all Assessor’s Parcels of Taxable Property for which a building permit for new construction has been issued on or prior to May 1 preceding the Fiscal Year in which the Special Tax is being levied.

**“Exempt Property”** means all Assessors’ Parcels designated as being exempt from the Special Tax as provided for in Section G.

**“Final Map”** means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a condominium plan pursuant to California Civil Code 6624 that creates individual lots for which building permits may be issued without further subdivision.

**“Fiscal Year”** means the period from and including July 1<sup>st</sup> of any year to and including the following June 30<sup>th</sup>.

**“Land Use Category”** or **“LUC”** means any of the categories contained in Section B hereof to which an Assessor’s Parcel is assigned consistent with the land use approvals that have been received or proposed for the Assessor’s Parcel as of May 1 preceding the Fiscal Year in which the Special Tax is being levied.

**“Maximum Special Tax”** means either Maximum Special Tax A and/or Maximum Special Tax B (Contingent), as applicable.

**“Maximum Special Tax A”** means for each Assessor’s Parcel and each Fiscal Year, the maximum Special Tax A, as determined in accordance with Section C below that can be levied on such Assessor’s Parcel in such Fiscal Year.

**“Maximum Special Tax B (Contingent)”** means for each Assessor’s Parcel and each Fiscal Year, the maximum Special Tax B (Contingent), as determined in accordance with Section C below that can be levied on such Assessor’s Parcel in such Fiscal Year.

**“Multi-Family Residential Property”** or **“MFR”** means any Assessor’s Parcel of Residential Property upon which a building or buildings comprised of attached Residential Units sharing at least one common wall with another unit are constructed or are intended to be constructed that share a single Assessor’s Parcel Number, as determined by the Administrator.

**“Non-Residential Property”** or **“NR”** means all Assessor’s Parcels of Taxable Property for which a building permit(s) was issued for a non-residential use. The Administrator shall make the determination if an Assessor’s Parcel is Non-Residential Property.

**“Property Owner’s Association”** or **“POA”** means the property owner’s association or homeowner’s association established to maintain certain Services within a Tax Zone.

**“Proportionately”** means for Taxable Property that is: (i) Developed Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Developed Property, (ii) Approved Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Approved Property, and (iii) Undeveloped Property that the ratio of the actual Special Tax levy per acre to the Maximum Special Tax per acre is the same for all Parcels of Undeveloped Property.

**“Rate and Method of Apportionment”** or **“RMA”** means this Rate and Method of Apportionment of Special Taxes.

**“Residential Property”** means all Assessor’s Parcels of Taxable Property upon which Residential Units have been constructed or are intended to be constructed or for which building permits have been or may be issued for purposes of constructing one or more Residential Units.

**“Residential Unit”** or **“RU”** means a residential unit that is used or intended to be used as a domicile by one or more persons, as determined by the Administrator. An Accessory Dwelling Unit that shares an Assessor’s Parcel with an Assessor’s Parcel classified as Single Family Residential Property shall not be considered a Residential Unit for purposes of levying the Special Tax pursuant to Section D.

**“Service(s)”** means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2025-2 as set forth in the documents adopted by the City Council at the time the CFD was formed.

**“Single Family Residential Property”** or **“SFR”** means any Residential Property other than Multi-Family Residential Property on an Assessor’s Parcel as determined by the Administrator.

**“Special Tax(es)”** means the Special Tax A or Special Tax B (Contingent) to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property.

**“Special Tax A”** means the annual special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Special Tax A Requirement.

**“Special Tax A Requirement”** means for each Tax Zone that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of such Tax Zone within CFD No. 2025-2 in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the direct costs for maintenance services including but not limited to (i) maintenance and lighting of parks, parkways, streets, roads and open space, (ii) maintenance and operation of water quality improvements, (iii) public street sweeping, (iv) fund an operating reserve for the costs of Services as determined by the Administrator, and (v) Administrative Expenses. Under no circumstances shall the Special Tax A Requirement include funds for the repayment of bonds.

**“Special Tax B (Contingent)”** means the annual special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Special Tax B (Contingent) Requirement, if required.

**“Special Tax B (Contingent) Requirement”** means that amount required in any Fiscal Year, if the POA is unable to maintain the Contingent Service(s) to: (i) pay the costs of Contingent Services incurred or otherwise payable in the Calendar Year commencing in such Fiscal Year; (ii) fund an operating reserve for the costs of Contingent Services as determined by the Administrator; less a credit for funds available to reduce the annual Special Tax B (Contingent) levy for the subsequent Fiscal Year as determined by the Administrator.

**“Taxable Property”** means all Assessor’s Parcels within CFD No. 2025-2, which are not Exempt Property.

**“Taxable Unit”** means a Residential Unit, Building Square Footage, or an Acre.

**“Tax Zone”** means a mutually exclusive geographic area within which particular Special Tax rates may be levied following the annexation of additional property to the CFD and pursuant to an amended Rate and Method of Apportionment of Special Tax. Appendix C identifies the Tax Zone Original included in CFD No. 2025-2 at formation; additional Tax Zones may be created when property is annexed into the CFD.

**“Tax Zone Original”** means the specific geographic area identified on the CFD Boundary Map as Tax Zone Original included in Appendix C.

**“Tract(s)”** means an area of land: i) within a subdivision identified by a particular tract number on a Final Map, ii) identified within a Parcel Map; or iii) identified within lot line adjustment approved for subdivision.

“**Undeveloped Property**” means, for each Fiscal Year, all Taxable Property not classified as Developed Property or Approved Property.

## **B. ASSIGNMENT TO LAND USE CATEGORIES**

For each Fiscal Year, all Assessor’s Parcels of Taxable Property within CFD No. 2025-2 shall be classified as Developed Property, Approved Property, or Undeveloped Property, and shall be subject to the levy of Special Taxes as determined pursuant to Sections C and D below. Assessor’s Parcels of Developed Property and Approved Property shall be classified as either Residential Property or Non-Residential Property. Residential Property shall be further classified as Single Family Residential Property or Multi-Family Residential Property and the number of Residential Units shall be determined by the Administrator.

## **C. MAXIMUM SPECIAL TAX RATES**

For purposes of determining the applicable Maximum Special Tax for Assessor’s Parcels of Developed Property and Approved Property which are classified as Residential Property, all such Assessor’s Parcels shall be assigned the number of Residential Unit(s) constructed or to be constructed thereon as specified in or shown on the building permit(s) issued or Final Map as determined by the Administrator. Once a single family attached or multi-family building or buildings have been built on an Assessor’s Parcel, the Administrator shall determine the actual number of Residential Units contained within the building or buildings, and the Special Tax A levied against the Assessor’s Parcel in the next Fiscal Year shall be calculated by multiplying the actual number of Residential Units by the Maximum Special Tax per Residential Unit for the Tax Zone below or as included in Appendix A as future annexations occur.

To determine the Maximum Special Tax for Non-Residential Developed and Approved Properties, the Administrator assigns each Assessor’s Parcel a Building Square Footage or Acreage based on the Final Map. The Special Tax A for the next Fiscal Year is calculated by multiplying this figure by the Maximum Special Tax per Taxable Unit for the applicable Tax Zone, as identified below or in Appendix A for future annexations.

### **1. Special Tax A**

#### **a. Developed Property**

##### **(i) Maximum Special Tax A**

The Maximum Special Tax A for each Assessor’s Parcel of Developed Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2025-2, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax A for the Tax Zones annexed and included in Appendix A. The Maximum Special Tax A for Developed Property for Fiscal Year 2025-26 within Tax Zone Original is identified in Table 1 below:

**TABLE 1  
MAXIMUM SPECIAL TAX A RATES  
DEVELOPED PROPERTY**

<b>Tax Zone</b>	<b>Tract</b>	<b>Land Use Category</b>	<b>Taxable Unit</b>	<b>Maximum Special Tax A</b>
Original	TR 38228	Single-Family Residential Property	RU	\$274

(ii) Increase in the Maximum Special Tax A

On each July 1, commencing on July 1, 2026, the Maximum Special Tax A for Developed Property shall increase by i) the year-over-year percentage increase for the month of March in the Consumer Price Index (All Items) for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area, or a comparable replacement index for the area if this index is no longer published, since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

In some instances, an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax A that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax A that can be levied for each Land Use Category located on that Assessor's Parcel. For an Assessor's Parcel that contains more than one land use, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Administrator's allocation to each type of property shall be final.

b. Approved Property

The Maximum Special Tax A for each Assessor's Parcel of Approved Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2025-2, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax A for the Tax Zone(s) annexed and included in Appendix A. The Maximum Special Tax A for Approved Property for Fiscal Year 2025-26 within Tax Zone Original is identified in Table 2 below:

**TABLE 2  
MAXIMUM SPECIAL TAX A RATES  
APPROVED PROPERTY**

<b>Tax Zone</b>	<b>Tract</b>	<b>Land Use Category</b>	<b>Taxable Unit</b>	<b>Maximum Special Tax A</b>
Original	TR 38228	Single-Family Residential Property	RU	\$274

On each July 1, commencing on July 1, 2026, the Maximum Special Tax A for Developed Property shall increase by i) the year-over-year percentage increase for the month of March in the Consumer Price Index (All Items) for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical

Area, or a comparable replacement index for the area if this index is no longer published, since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax A for each Assessor’s Parcel of Undeveloped Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2025-2, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax A for the Tax Zone(s) annexed and included in Appendix A. The Maximum Special Tax A for Undeveloped Property for Fiscal Year 2025-26 within Tax Zone Original is identified in Table 3 below:

**TABLE 3  
MAXIMUM SPECIAL TAX A RATES  
UNDEVELOPED PROPERTY**

<b>Tax Zone</b>	<b>Tracts</b>	<b>Taxable Unit</b>	<b>Maximum Special Tax A</b>
Original	TR 38228	Acre	\$8,839

On each July 1, commencing on July 1, 2026, the Maximum Special Tax A for Developed Property shall increase by i) the year-over-year percentage increase for the month of March in the Consumer Price Index (All Items) for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area, or a comparable replacement index for the area if this index is no longer published, since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

**2. Special Tax B (Contingent)**

The City Council shall levy Special Tax B (Contingent) only in the event the POA defaults in its obligation to maintain the Contingent Services, which default shall be deemed to have occurred, as determined by the Administrator, in each of the following circumstances:

- (a) The POA files for bankruptcy;
- (b) The POA is dissolved;
- (c) The POA ceases to impose dues or levy annual assessments sufficient to provide for the Contingent Services; or
- (d) The POA fails to provide the Contingent Services at the same level as the City provides similar services and maintains similar improvements throughout the City and within ninety (90) days after written notice from the City, or such longer period permitted by the City Manager, fails to remedy the deficiency to the reasonable satisfaction of the City Council.

a. Developed Property

(i) Maximum Special Tax B (Contingent)

The Maximum Special Tax B (Contingent) for each Assessor’s Parcel of Taxable Property is shown in Table 4 and shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2025-2, the rate and method

adopted for the annexed property shall reflect the Maximum Special Tax B (Contingent) for the Tax Zones annexed and included in Appendix A. The Maximum Special Tax B (Contingent) for Fiscal Year 2025-26 within Tax Zone Original is identified in Table 4 below:

**TABLE 4  
MAXIMUM SPECIAL TAX B (CONTINGENT) RATES  
DEVELOPED PROPERTY**

<b>Tax Zone</b>	<b>Tract</b>	<b>Land Use Category</b>	<b>Taxable Unit</b>	<b>Maximum Special Tax B (Contingent)</b>
Original	TR 38228	Single-Family Residential Property	RU	\$0

(ii) Increase in the Maximum Special Tax B (Contingent)

On each July 1, commencing on July 1, 2026, the Maximum Special Tax A for Developed Property shall increase by i) the year-over-year percentage increase for the month of March in the Consumer Price Index (All Items) for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area, or a comparable replacement index for the area if this index is no longer published, since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

(iii) Multiple Land Use Categories

In some instances, an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax B (Contingent) that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax B (Contingent) that can be levied for each Land Use Category located on that Assessor's Parcel. For an Assessor's Parcel that contains more than one land use, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Assessor's Parcel. The Administrator's allocation to each type of property shall be final.

b. Approved Property

The Maximum Special Tax B (Contingent) for each Assessor's Parcel of Approved Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2025-2, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax B (Contingent) for the Tax Zone(s) annexed and included in Appendix A. The Maximum Special Tax B (Contingent) for Fiscal Year 2025-26 within Tax Zone Original is identified in Table 5 below:

**TABLE 5  
MAXIMUM SPECIAL TAX B (CONTINGENT) RATES  
APPROVED PROPERTY**

<b>Tax Zone</b>	<b>Tract</b>	<b>Land Use Category</b>	<b>Taxable Unit</b>	<b>Maximum Special Tax B (Contingent)</b>
Original	TR 38228	Single-Family Residential Property	RU	\$0

On each July 1, commencing on July 1, 2026, the Maximum Special Tax A for Developed Property shall increase by i) the year-over-year percentage increase for the month of March in the Consumer Price Index (All Items) for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area, or a comparable replacement index for the area if this index is no longer published, since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

c. Undeveloped Property

The Maximum Special Tax B (Contingent) for each Assessor’s Parcel of Undeveloped Property shall be specific to each Tax Zone within the CFD. When additional property is annexed into CFD No. 2025-2, the rate and method adopted for the annexed property shall reflect the Maximum Special Tax B (Contingent) for the Tax Zone(s) annexed and included in Appendix A. The Maximum Special Tax B (Contingent) for Fiscal Year 2025-26 within Tax Zone Original is identified in Table 6 below:

**TABLE 6  
MAXIMUM SPECIAL TAX B (CONTINGENT) RATES  
UNDEVELOPED PROPERTY**

<b>Tax Zone</b>	<b>Tracts</b>	<b>Taxable Unit</b>	<b>Maximum Special Tax B (Contingent)</b>
Original	TR 38228	Acre	\$0

On each July 1, commencing on July 1, 2026 the Maximum Special Tax A for Developed Property shall increase by i) the year-over-year percentage increase for the month of March in the Consumer Price Index (All Items) for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area, or a comparable replacement index for the area if this index is no longer published, since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

**D. METHOD OF APPORTIONMENT OF ANNUAL SPECIAL TAX**

**1. Special Tax A**

Commencing with Fiscal Year 2025-26 and for each following Fiscal Year, the City Council shall determine the Special Tax A Requirement for each Tax Zone and shall levy the Special Tax A on all Assessor’s Parcels of Taxable Property within such Tax Zone until the aggregate amount of Special Tax A equals the Special Tax A Requirement for such Tax Zone. The Special Tax A shall be levied for each Fiscal Year as follows:



First: The Special Tax A shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax A to satisfy the Special Tax A Requirement;

Second: If additional moneys are needed to satisfy the Special Tax A Requirement after the first step has been completed, the Special Tax A shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax A for Approved Property;

Third: If additional monies are needed to satisfy the Special Tax A Requirement after the first two steps has been completed, the Special Tax A shall be levied Proportionately on all Assessor's Parcels of Undeveloped Property up to 100% of the Maximum Special Tax A for Undeveloped Property.

## **2. Special Tax B (Contingent)**

Commencing with the first Fiscal Year in which Special Tax B (Contingent) is authorized to be levied and for each following Fiscal Year, the City Council shall determine the Special Tax B (Contingent) Requirement for each Tax Zone, if any, and shall levy the Special Tax on all Assessor's Parcels of Taxable Property within such Tax Zone until the aggregate amount of Special Tax B (Contingent) equals the Special Tax B (Contingent) Requirement for such Tax Zone. The Special Tax B (Contingent) shall be levied for each Fiscal Year as follows:

First: The Special Tax B (Contingent) shall be levied Proportionately on all Assessor's Parcels of Developed Property up to 100% of the applicable Maximum Special Tax B (Contingent) to satisfy the Special Tax B (Contingent) Requirement;

Second: If additional moneys are needed to satisfy the Special Tax B (Contingent) Requirement after the first step has been completed, the Special Tax B (Contingent) shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax B (Contingent) for Approved Property;

Third: If additional monies are needed to satisfy the Special Tax B (Contingent) Requirement after the first two steps has been completed, the Special Tax B (Contingent) shall be levied Proportionately on all Assessor's Parcels of Undeveloped Property up to 100% of the Maximum Special Tax B (Contingent) for Undeveloped Property.

## **E. FUTURE ANNEXATIONS**

It is anticipated that additional properties will be annexed to CFD No. 2025-2 from time to time. As each annexation is proposed, an analysis will be prepared to determine the annual cost for providing Services to such properties. Based on this analysis, any properties to be annexed, pursuant to California Government Code section 53339 et seq. will be assigned the appropriate Maximum Special Tax rates for the Tax Zone when annexed and included in Appendix A.

## **F. DURATION OF SPECIAL TAX**

For each Fiscal Year, the Special Tax A shall be levied as long as the Services are being provided.

For each Fiscal Year, the Special Tax B (Contingent) shall be levied as long as the Contingent Services are being provided.

## **G. EXEMPTIONS**

The City shall classify as Exempt Property within CFD No. 2025-2, all Assessor's Parcels; (i) which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by any public entity; (ii) with public or utility easements making impractical their utilization for other than the purposes set forth in the easement; (iii) which are privately owned but are encumbered by or restricted solely for public uses; or (iv) which are in use in the performance of a public function as determined by the Administrator; (v) any Assessor's Parcel that qualifies for a welfare exemption under applicable state or local law; or (vi) any Assessor's Parcel that is owned by a property owner association and used for common area purposes.

## **H. APPEALS**

Any property owner claiming that the amount or application of the Special Taxes are not correct may file a written notice of appeal with the City not later than twelve months after having paid the first installment of the Special Tax that is disputed. The Administrator of CFD No. 2025-2 shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the Administrator's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made, but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

## **I. MANNER OF COLLECTION**

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 2025-2 may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

## **J. INTERPRETATION**

Interpretations may be made by the Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

**APPENDIX A  
CITY OF MURRIETA  
COMMUNITY FACILITIES DISTRICT NO. 2025-2 (MAINTENANCE SERVICES)**

**COST ESTIMATE**

**Special Tax A Services** - The estimate breaks down the costs of providing one year's maintenance services for Fiscal Year 2025-26. These services are being funded by the levy of Special Tax A for Community Facilities District No. 2025-2.

**TAX ZONE ORIGINAL (SERVICES)  
TRACT NO. 38228**

Item	Description	Estimated Cost
1	Landscaping	\$16,301
2	Streetlights	\$3,360
3	Traffic Signals	\$0
4	Street & Pavement	\$15,381
5	Drainage	\$8,416
6	Parks	\$34,206
7	Trails	\$4,285
8	Graffiti Abatement	\$1,607
9	Reserves	\$3,693
10	Administration	\$12,761
<b>Total</b>		<b>\$100,010</b>

**Special Tax B Contingent Services** – There are no services being funded by the levy of Special Tax B (Contingent) for Community Facilities District No. 2025-2. However, additional Tax Zones may have Special Tax B Contingent Services being provided.

**MAXIMUM SPECIAL TAXES ASSIGNED TO EACH TAX ZONE**

Tax Zone	Fiscal Year Included	Tract	No. of Taxable Units	Land Use Category	Taxable Unit	Maximum Special Tax A	Maximum Special Tax B (Contingent)	Subdivider
Original	2025-26	38228	365	SFR	RU	\$274	\$0	Discovery Village, LLC

**ESCALATION OF MAXIMUM SPECIAL TAXES**

On each July 1, commencing on July 1, 2026, the Maximum Special Tax A for Developed Property shall increase by i) the year-over-year percentage increase for the month of March in the Consumer Price Index (All Items) for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area, or a comparable replacement index for the area if this index is no longer published, since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

**APPENDIX B**  
**CITY OF MURRIETA**  
**COMMUNITY FACILITIES DISTRICT NO. 2025-2 (MAINTENANCE SERVICES)**  
**DESCRIPTION OF AUTHORIZED SERVICES**

The services which may be funded with proceeds of the special tax of CFD No. 2025-2, as provided by Section 53313 of the Act, will include all costs attributable to maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (may include reserves for replacement) in public street right-of-way, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use. These services including the following:

(a) maintenance and lighting of parks, parkways, streets, roads and open space, which maintenance and lighting services may include, without limitation, furnishing of electrical power to street lights and traffic signals; repair and replacement of damaged or inoperative light bulbs, fixtures and standards; maintenance (including irrigation and replacement) of landscaping vegetation situated on or adjacent to parks, parkways, streets, roads and open space; maintenance and repair of irrigation facilities; maintenance of public signage; graffiti removal from and maintenance and repair of public structures situated on parks, parkways, streets, roads and open space; maintenance and repair of playground or recreation program equipment or facilities situated on any park; and

(b) maintenance and operation of water quality improvements which include storm drainage and flood protection facilities, including, without limitation, drainage inlets, catch basin inserts, infiltration basins, flood control channels, fossil fuel filters, and similar facilities. Maintenance services may include but is not limited to the repair, removal or replacement of all or part of any of the water quality improvements, fossil fuel filters within the public right-of-way including the removal of petroleum hydrocarbons and other pollutants from water runoff, or appurtenant facilities, clearing of inlets and outlets; erosion repairs; and cleanup to improvements, and other items necessary for the maintenance and servicing of the water quality basin improvements within flood control channel improvements; and

(c) public street sweeping, on the segments of the arterials within the boundaries of CFD No. 2025-2; as well as local roads within residential subdivisions located within CFD No. 2025-2; and any portions adjacent to the properties within CFD No. 2025-2; and

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses," as said term is defined in the Rate and Method of Apportionment.

The above services may be financed by proceeds of the special tax of CFD No. 2025-2 only to the extent that they are in addition to those provided in the territory of CFD No. 2025-2 before CFD No. 2025-2 was created or those provided in the territory annexed to CFD No. 2025-2 before the territory was annexed, as applicable.

**APPENDIX C**

**CITY OF MURRIETA  
COMMUNITY FACILITIES DISTRICT NO. 2025-2 (MAINTENANCE SERVICES)  
PROPOSED BOUNDARIES AND POTENTIAL ANNEXATION AREA BOUNDARIES**

**PROPOSED BOUNDARY MAP**  
**COMMUNITY FACILITIES DISTRICT NO. 2025-2**  
**(MAINTENANCE SERVICES)**  
**OF THE CITY OF MURRIETA,**  
**COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

SHEET 1 OF 1 SHEET

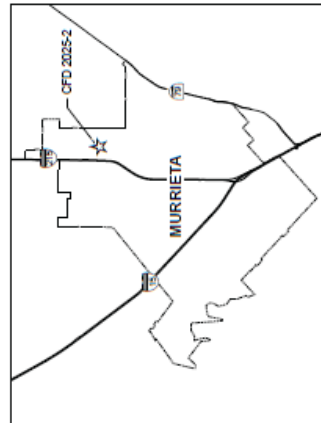
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2025-2 (MAINTENANCE SERVICES), OF THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MURRIETA AT A REGULAR MEETING THEREOF, HELD ON \_\_\_\_ DAY OF \_\_\_\_ 20 \_\_\_\_ BY RESOLUTION NO. \_\_\_\_\_

CITY CLERK  
 CITY OF MURRIETA

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF MURRIETA, THIS \_\_\_\_ DAY OF \_\_\_\_ 20 \_\_\_\_

CITY CLERK  
 CITY OF MURRIETA

CITY CLERK  
 CITY OF MURRIETA



RECORDED THIS \_\_\_\_ DAY OF \_\_\_\_ 20 \_\_\_\_ AT THE HOUR OF \_\_\_\_ O'CLOCK \_\_\_\_ M IN BOOK PAGE \_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE: \_\_\_\_\_ NO.: \_\_\_\_\_  
 PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER  
 BY: \_\_\_\_\_ DEPUTY

THE BOUNDARY OF COMMUNITY FACILITIES DISTRICT NO. 2025-2 (MAINTENANCE SERVICES) INCLUDE PARCELS 1 AND 2 AND LOTS 4, 5, 6, 7, AND 8, OF THE CITY OF MURRIETA TRACT MAP NO. 38228 RECORDED IN THE OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON THE DAY OF \_\_\_\_ 20 \_\_\_\_ IN BOOK \_\_\_\_ OF MAPS, AT PAGE \_\_\_\_ AS DOCUMENT NO. \_\_\_\_\_

**LEGEND**

- CITY BOUNDARY
- CFD BOUNDARY
- PARCEL LINE
- XXX-XXX-XXX ASSESSOR PARCEL NUMBER
- 0 TAX ZONE - ORIGINAL
- 1 PARCEL NUMBER
- 4 LOT NUMBER

THIS BOUNDARY MAP CORRECTLY SHOWS THE LOT OR PARCEL OF LAND INCLUDED WITHIN THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCELS REFER TO THE COUNTY ASSESSOR MAPS FOR FISCAL YEAR 2024-25.

**BOUNDARIES - POTENTIAL ANNEXATION AREA**  
**COMMUNITY FACILITIES DISTRICT NO. 2025-2**  
**(MAINTENANCE SERVICES)**  
**CITY OF MURRIETA,**  
**COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

SHEET 1 OF 1 SHEET

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF THE POTENTIAL ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 2025-2 (MAINTENANCE SERVICES), CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY OF MURRIETA AT A REGULAR MEETING THEREOF, HELD ON \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY RESOLUTION NO. \_\_\_\_\_

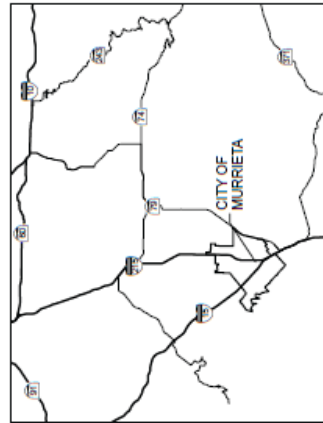
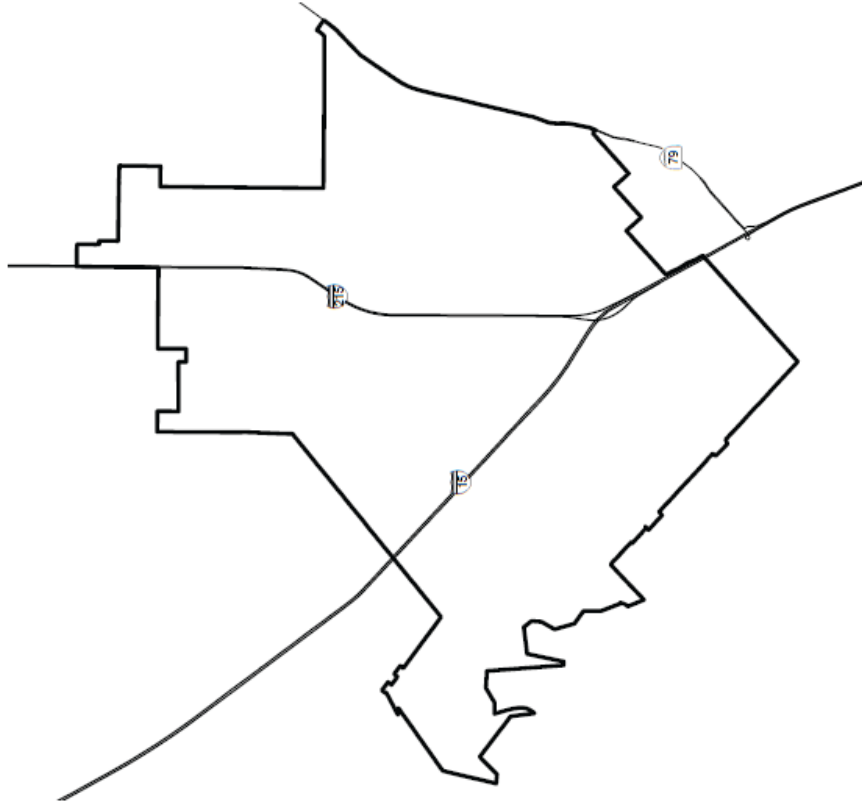
\_\_\_\_\_  
 CITY CLERK  
 CITY OF MURRIETA

FILED IN THE OFFICE OF THE CITY CLERK,  
 CITY OF MURRIETA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
 CITY CLERK  
 CITY OF MURRIETA

RECORDED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT  
 THE HOUR OF \_\_\_\_ O'CLOCK \_\_\_\_ M. IN BOOK \_\_\_\_  
 PAGE \_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY  
 FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY  
 RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF  
 CALIFORNIA.

FEE: \_\_\_\_\_ NO.: \_\_\_\_\_  
 PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER  
 BY: \_\_\_\_\_ DEPUTY



**SPICER**  
 CONSULTING GROUP

**LEGEND**

— ANNEXATION BOUNDARY

**PETITION TO THE CITY COUNCIL OF THE CITY OF MURRIETA REQUESTING INSTITUTION OF PROCEEDINGS FOR ESTABLISHMENT OF A COMMUNITY FACILITIES DISTRICT (COMMUNITY FACILITIES DISTRICT NO. 2025-3 (DISCOVERY VILLAGE) OF THE CITY OF MURRIETA)**

1. The undersigned (the "Owner") owns all of the land depicted and described in Exhibit A hereto (the "Property"), which land is expected to be all of the land included within the boundaries of a community facilities district hereby proposed to be established. The Property is located within the City of Murrieta (the "City") in the County of Riverside.

2. The Owner requests that the City Council of the City (the "City Council") institute proceedings to establish a community facilities district to be known as "Community Facilities District No. 2025-3 (Discovery Village) of the City of Murrieta" (referred to herein as the "District") pursuant to Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, Title 5, of the Government Code of the State of California, commonly known as the "Mello-Roos Community Facilities Act of 1982" (the "Act") to include all of the Property.

3. The boundaries of the territory which is proposed for inclusion in the District are those described and depicted in Exhibit A hereto.

4. The Owner requests that the proposed District be used to finance the construction, purchase, modification, expansion and/or improvement of (i) storm drainage, library, park, law enforcement, fire, streets and bridges, traffic, administration and community center facilities, and other public facilities of the City, including the foregoing public facilities which are included in the City's fee programs with respect to such facilities and authorized to be financed under the Act (the "City Facilities") and (ii) water and sewer facilities including the acquisition of capacity in the sewer system and/or water system of the Eastern Municipal Water District which are included in Eastern Municipal Water District's water and sewer capacity and connection fee programs (the "Water District Facilities" and, together with the City Facilities, the "Facilities"), and all appurtenances and appurtenant work in connection with the foregoing Facilities, including the cost of engineering, planning, designing, materials testing, coordination, construction staking, construction management and supervision for such Facilities, and to finance the incidental expenses to be incurred, including:

- a. The cost of engineering, planning and designing the Facilities;
- b. All costs, including costs of the property owner petitioning to form the District, associated with the creation of the District, the issuance of the bonds, the determination of the amount of special taxes to be levied and costs otherwise incurred in order to carry out the authorized purposes of the District; and
- c. Any other expenses incidental to the construction, acquisition, modification, rehabilitation, completion and inspection of the Facilities.

5. The Owner further requests that the City Council authorize the levy of special taxes in the District to pay the costs of the Facilities and the incidental costs described in paragraph 4 above (the "Special Tax") and to pay principal of, interest and premium, if any, on the bonds in order to contribute to the financing of the Facilities and costs described in paragraph 4 above.

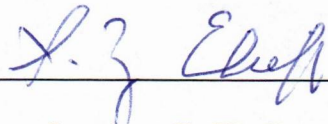


6. The Owner further requests that, upon the sale of bonds, the City Council, as legislative body of the District, annually levy Special Taxes on the property within the District for the construction, acquisition and rehabilitation of the Facilities, for the payment of the aggregate amount of principal of and interest owing on the bonds in each fiscal year, including the maintenance of reserves therefor, and for the payment of administrative expenses of the District.

7. The Owner has advanced to the City the amounts necessary to pay for the costs related to the formation of the District, which amounts will be reimbursed, without interest, from the proceeds of the first sale of the bonds, if any. The reimbursement of such amounts is expected to be governed by the terms of that certain Reimbursement Agreement to be entered into by and between the City and the Owner relating to the District. If bonds are not sold, the City will have no obligation to reimburse amounts expended for costs incurred, but will reimburse any unexpended amounts advanced by the Owner as set forth in the Reimbursement Agreement.

Dated: January 12, 2025

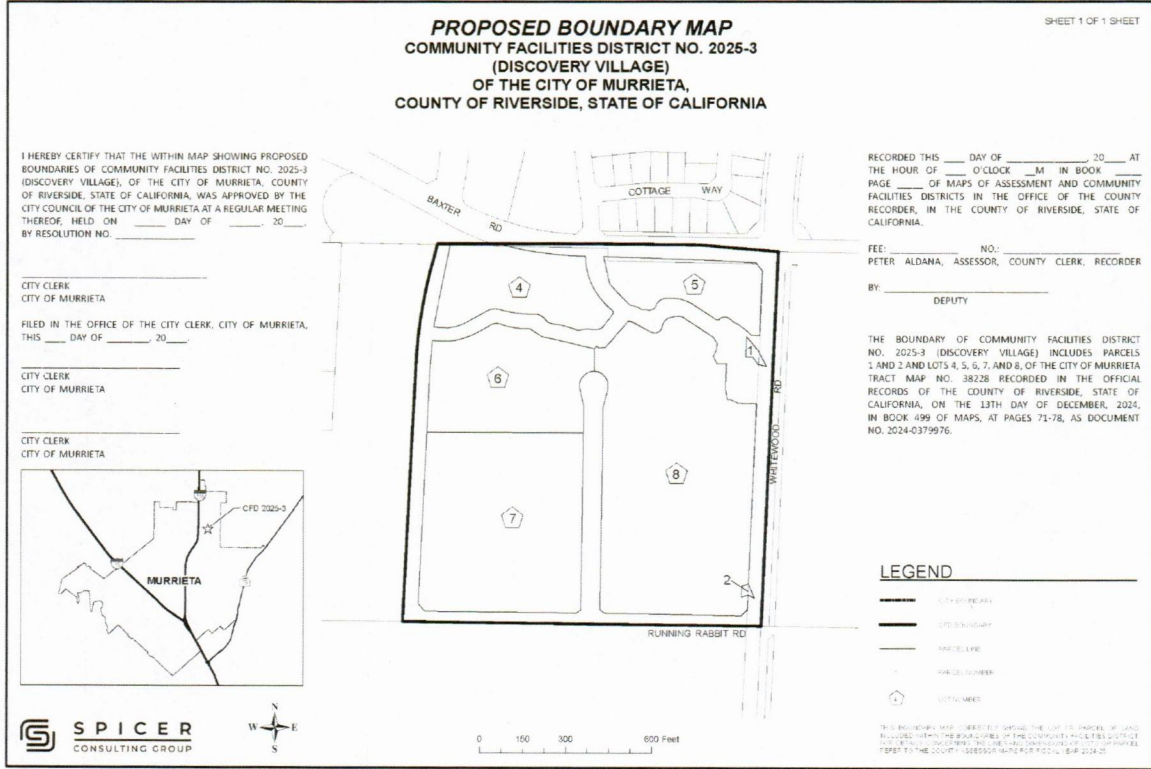
DISCOVERY VILLAGE LLC,  
a Delaware limited liability company

By: 

Name: Stephan Z. Elieff  
Its: Authorized Signatory

# EXHIBIT A

## BOUNDARY MAP



**RESOLUTION NO. 25-4807**

**RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2025-3 (DISCOVERY VILLAGE) OF THE CITY OF MURRIETA, TO AUTHORIZE THE LEVY OF A SPECIAL TAX TO PAY THE COSTS OF ACQUIRING OR CONSTRUCTING CERTAIN FACILITIES AND TO PAY DEBT SERVICE ON BONDED INDEBTEDNESS**

**WHEREAS**, the City of Murrieta (the “City”) received a petition signed by the owners of all of the land within the boundaries of the territory which is proposed for inclusion in a proposed community facilities district, which petition meets the requirements of Sections 53318 and 53319 of the Government Code of the State of California; and

**WHEREAS**, the City Council of the City (the “City Council”) desires to adopt this resolution of intention as provided in Section 53321 of the Government Code of the State of California to establish a community facilities district consisting of the territory described in Attachment “A” hereto and incorporated herein by this reference, which the City Council hereby determines shall be known as “Community Facilities District No. 2025-3 (Discovery Village) of the City of Murrieta” (“Community Facilities District No. 2025-3” or the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code (the “Act”) to finance (1) the purchase, construction, modification, expansion, improvement or rehabilitation of certain real or other tangible property described in Attachment “B” hereto and incorporated herein by this reference, including all furnishings, equipment and supplies related thereto (collectively, the “Facilities”), which Facilities have a useful life of five years or longer, and (2) the incidental expenses to be incurred in connection with financing the Facilities and forming and administering the District (the “Incidental Expenses”); and

**WHEREAS**, the City Council further intends to approve an estimate of the costs of the Facilities and the Incidental Expenses for Community Facilities District No. 2025-3; and

**WHEREAS**, it is the intention of the City Council to consider financing the Facilities and the Incidental Expenses through the formation of Community Facilities District No. 2025-3 and the issuance of bonded indebtedness in one or more series in an aggregate maximum principal amount of \$27,500,000 with respect to the Facilities and the Incidental Expenses and the levy of a special tax to pay for the Facilities and the Incidental Expenses (the “Special Tax”) and to pay debt service on the bonded indebtedness, provided that the bond sale and such Special Tax levy are approved at an election to be held within the boundaries of Community Facilities District No. 2025-3;

**WHEREAS**, the City desires to enter into a reimbursement agreement with Discovery Village LLC, a Delaware limited liability company (the “Developer”), the form of which is on file with the City Clerk (the “Reimbursement Agreement”), to provide for the reimbursement of certain amounts advanced by the Developer in connection with the formation of the District;

**WHEREAS**, the District and the Developer propose to enter into a joint community facilities agreement (the “JCFA”) with Eastern Municipal Water District (the “Water District”) relating to certain facilities proposed to be financed by the District and owned and operated by

the Water District, and the District expects to enter into the JCFA prior to the approval of the issuance of bonds pursuant to the Act;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURRIETA AS FOLLOWS:**

**Section 1.** The above recitals are true and correct.

**Section 2.** A community facilities district is proposed to be established under the terms of the Act. It is further proposed that the boundaries of the community facilities district shall be the legal boundaries as described in Attachment "A" hereto, which boundaries shall, upon recordation of the boundary map for the District, include the entirety of any parcel subject to taxation by the District, and as depicted on the map of the proposed Community Facilities District No. 2025-3 which is on file with the City Clerk. The City Clerk is hereby directed to sign the original map of the District and record it with all proper endorsements thereon with the Assessor-County Clerk-Recorder of the County of Riverside within 15 days after the adoption of this resolution, all as required by Section 3111 of the Streets and Highways Code of the State of California.

**Section 3.** The name of the proposed community facilities district shall be "Community Facilities District No. 2025-3 (Discovery Village) of the City of Murrieta."

**Section 4.** The Facilities proposed to be provided within Community Facilities District No. 2025-3 are public facilities as defined in the Act, which the City, and the Water District, with respect to certain water and sewer facilities. The City Council hereby finds and determines that the description of the Facilities herein is sufficiently informative to allow taxpayers within the proposed District to understand what the funds of the District may be used to finance. The Incidental Expenses expected to be incurred include the cost of planning and designing the Facilities, the costs of forming the District, issuing bonds and levying and collecting the Special Tax within the proposed District. The Facilities may be acquired from one or more of the property owners within the District as completed public improvements or may be constructed from bond or Special Tax proceeds.

All or a portion of the Facilities may be purchased with District funds as completed public facilities pursuant to Section 53314.9 or as discrete portions or phases pursuant to Section 53313.51 of the Act and/or constructed with District funds pursuant to Section 53316.2 of the Act. Any portion of the Facilities may be financed through a lease or lease-purchase arrangement if the District hereafter determines that such arrangement is of benefit to the District.

**Section 5.** Except where funds are otherwise available, it is the intention of the City Council to levy annually in accordance with the procedures contained in the Act the Special Tax, secured by recordation of a continuing lien against all nonexempt real property in the District, sufficient to pay for: (i) the Facilities and Incidental Expenses; and (ii) the principal and interest and other periodic costs on bonds or other indebtedness issued to finance the Facilities and Incidental Expenses, including the establishment and replenishment of any reserve funds deemed necessary by the District, and any remarketing, credit enhancement and liquidity facility fees (including such fees for instruments which serve as the basis of a reserve fund in lieu of cash). The rate and method of apportionment and manner of collection of the Special Tax are described in detail in Attachment "C" attached hereto, which Attachment "C" is incorporated herein by this reference. Attachment "C" allows each landowner within the District to estimate

the maximum amount of the Special Tax that may be levied against each parcel. In the first year in which such Special Tax is levied, the levy shall include an amount sufficient to repay to the District all amounts, if any, transferred to the District pursuant to Section 53314 of the Act and interest thereon.

If the Special Tax is levied against any parcel used for private residential purposes, (i) the maximum Special Tax rate shall be specified as a dollar amount which shall be calculated and established not later than the date on which the parcel is first subject to the Special Tax because of its use for private residential purposes and shall not be increased over time, except as set forth in Attachment "C" hereto, (ii) such Special Tax not shall be levied after fiscal year 2065-66, as described in Attachment "C" hereto, and (iii) under no circumstances will the Special Tax levied in any fiscal year against any such parcel used for private residential uses be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the District by more than ten percent (10%) above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults.

The Special Tax is based on the expected demand that each parcel of real property within proposed Community Facilities District No. 2025-3 will place on the Facilities and on the benefit that each parcel derives from the right to access the Facilities. The City Council hereby determines that the proposed Facilities are necessary to meet the increased demand placed upon the City and the existing infrastructure in the City as a result of the development of the land proposed for inclusion in the District. The City Council hereby determines the rate and method of apportionment of the special tax with respect to the Special Tax set forth in Attachment "C" to be reasonable. The Special Tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act and such special tax is not on or based upon the value or ownership of real property. In the event that a portion of the property within Community Facilities District No. 2025-3 shall become for any reason exempt, wholly or partially, from the levy of the Special Tax specified on Attachment "C," the City Council shall, on behalf of Community Facilities District No. 2025-3, cause the levy to be increased, subject to the limitation of the maximum Special Tax for a parcel as set forth in Attachment "C," to the extent necessary upon the remaining property within proposed Community Facilities District No. 2025-3 which is not exempt in order to yield the Special Tax revenues required for the purposes described in this Section 5. The obligation to pay the Special Tax may be prepaid only as set forth in Section G of Attachment "C" hereto.

**Section 6.** A public hearing (the "Hearing") on the establishment of the proposed Community Facilities District No. 2025-3, the proposed rate and method of apportionment of the Special Tax and the proposed issuance of bonds to finance the Facilities and the Incidental Expenses shall be held at 6:00 p.m., or as soon thereafter as practicable, on April 1, 2025, at the City of Murrieta Council Chambers, 1 Town Square, Murrieta, California. Should the City Council determine to form the District, a special election will be held to authorize the issuance of the bonds and the levy of the special tax in accordance with the procedures contained in Government Code Section 53326. If held, the proposed voting procedure at the election will be a landowner vote with each landowner who is the owner of record of land within the District at the close of the Hearing, or the authorized representative thereof, having one vote for each acre or portion thereof owned within the proposed District. Ballots for the special election may be distributed by mail or by personal service.

**Section 7.** At the time and place set forth above for the Hearing, the City Council will receive testimony as to whether the proposed Community Facilities District No. 2025-3 shall be established and as to the method of apportionment of the special tax and shall consider:

(a) if an ad valorem property tax is currently being levied on property within proposed Community Facilities District No. 2025-3 for the exclusive purpose of paying principal of or interest on bonds, lease payments or other indebtedness incurred to finance construction of capital facilities; and

(b) if the capital facilities to be financed and constructed by Community Facilities District No. 2025-3 will provide the same services as were provided by the capital facilities mentioned in subsection (a); and

(c) if the City Council makes the findings specified in subsections (a) and (b) above, it will consider appropriate action to determine whether the total annual amount of ad valorem property tax revenue due from parcels within Community Facilities District No. 2025-3, for purposes of paying principal and interest on the debt identified in subsection (a) above, shall not be increased after the date on which Community Facilities District No. 2025-3 is established, or after a later date determined by the City Council with the concurrence of the legislative body which levied the property tax in question.

**Section 8.** At the time and place set forth above for the Hearing, any interested person, including all persons owning lands or registered to vote within proposed Community Facilities District No. 2025-3, may appear and be heard.

**Section 9.** Each City officer who is or will be responsible for providing the Facilities within proposed Community Facilities District No. 2025-3, if it is established, is hereby directed to study the proposed District and, at or before the time of the above-mentioned Hearing, file a report with the City Council containing a brief description of the public facilities by type which will in his or her opinion be required to meet adequately the needs of Community Facilities District No. 2025-3 and an estimate of the cost of providing those public facilities, including the cost of environmental evaluations of such facilities and an estimate of the fair and reasonable cost of any Incidental Expenses to be incurred.

**Section 10.** The District may accept advances of funds or work-in-kind from any source, including, but not limited to, private persons or private entities, for any authorized purpose, including, but not limited to, paying any cost incurred in creating Community Facilities District No. 2025-3. The District may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by the City Council, with or without interest.

**Section 11.** The City Clerk is hereby directed to publish a notice (the "Notice") of the Hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of proposed Community Facilities District No. 2025-3. The City Clerk is further directed to mail a copy of the Notice to each of the landowners within the boundaries of the District at least 15 days prior to the Hearing. The Notice shall contain the text or a summary of this Resolution, the time and place of the Hearing, a statement that the testimony of all interested persons or taxpayers will be heard, a description of the protest rights of the registered voters and landowners in the proposed district and a description of the

proposed voting procedure for the election required by the Act. Such publication shall be completed at least seven (7) days prior to the date of the Hearing.

**Section 12.** The reasonably expected aggregate maximum principal amount of the bonded indebtedness to be incurred by the District for the Facilities and Incidental Expenses is Twenty-Seven Million Five Hundred Thousand Dollars (\$27,500,000).

**Section 13.** The form of the Reimbursement Agreement is hereby approved. The Mayor, the City Manager, the Assistant City Manager, or their written designees are hereby authorized and directed to execute and deliver the Reimbursement Agreement in the form on file with the City Clerk with such changes, insertions and omissions as may be approved by the officer or officers executing such agreement, said execution being conclusive evidence of such approval.

**Section 14.** Except to the extent limited in any bond resolution or trust indenture related to the issuance of bonds, the City Council hereby reserves to itself all rights and powers set forth in Section 53344.1 of the Act (relating to tenders in full or partial payment).

**Section 15.** This Resolution shall be effective upon its adoption.

**PASSED AND ADOPTED** by the City Council at a regular meeting held on the 4th day of February, 2025.

CITY COUNCIL OF THE CITY OF MURRIETA

By: \_\_\_\_\_  
Cindy Warren  
Mayor of the City of Murrieta

ATTEST:

\_\_\_\_\_  
Cristal McDonald  
City Clerk of the City of Murrieta

STATE OF CALIFORNIA     )  
COUNTY OF RIVERSIDE   )ss.  
CITY OF MURRIETA        )

I, Cristal McDonald, City Clerk of the City of Murrieta, do hereby certify that the foregoing Resolution No. 25-4807 was duly adopted by the City Council of the City of Murrieta at a regular meeting held on the 4th day of February, 2025, by the following votes:

AYES:

NOES:

ABSENT:

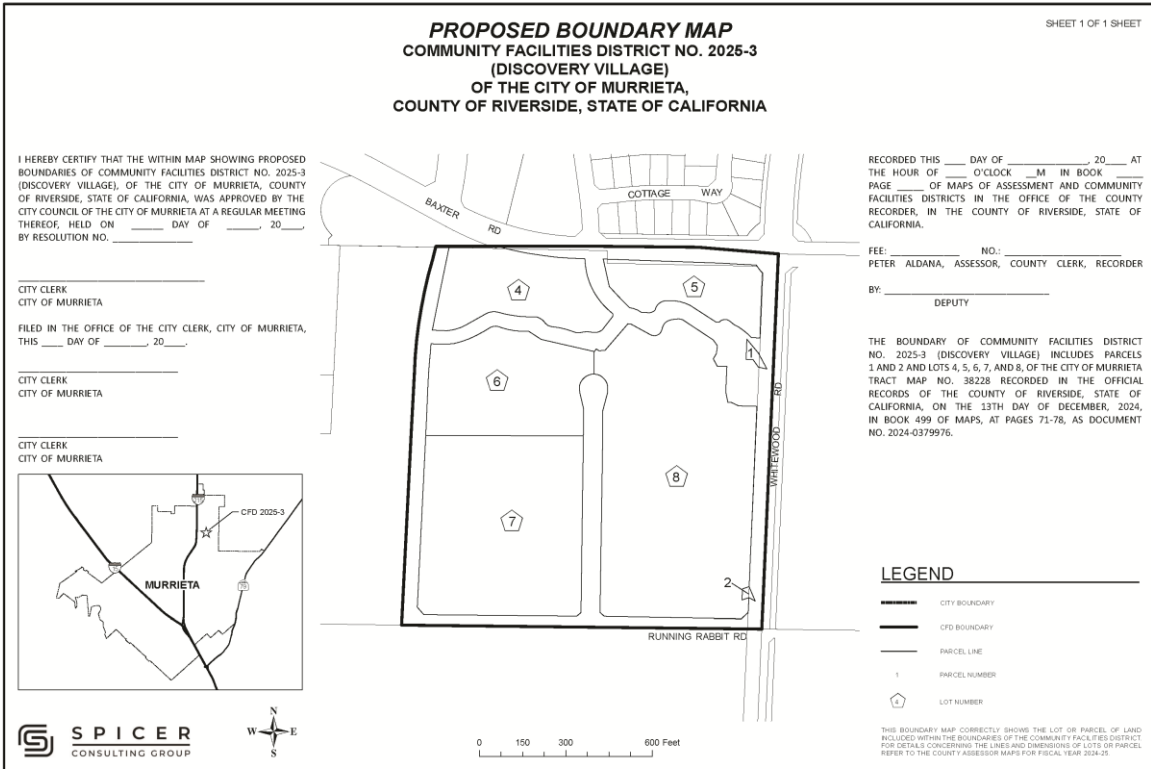
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Cristal McDonald, City Clerk



# ATTACHMENT A

## BOUNDARY MAP



## **ATTACHMENT B**

### **Types of Facilities to Be Financed by Community Facilities District No. 2025-3 (Discovery Village) of the City of Murrieta**

The proposed types of public facilities and expenses to be financed by the District include:

The construction, purchase, modification, expansion, rehabilitation and/or improvement of (i) storm drainage, library, park, law enforcement, fire, streets and bridges, traffic, administration and community center facilities, and other public facilities of the City, including the foregoing public facilities which are included in the City's fee programs with respect to such facilities and authorized to be financed under the Act (the "City Facilities") and (ii) water and sewer facilities including the acquisition of capacity in the sewer system and/or water system of the Eastern Municipal Water District which are included in Eastern Municipal Water District's water and sewer capacity and connection fee programs (the "Water District Facilities" and, together with the City Facilities, the "Facilities"), and all appurtenances and appurtenant work in connection with the foregoing Facilities, including the cost of engineering, planning, designing, materials testing, coordination, construction staking, construction management and supervision for such Facilities, and to finance the incidental expenses to be incurred, including:

- a. The cost of engineering, planning and designing the Facilities;
- b. All costs, including costs of the property owner petitioning to form the District, associated with the creation of the District, the issuance of the bonds, the determination of the amount of special taxes to be levied and costs otherwise incurred in order to carry out the authorized purposes of the District; and
- c. Any other expenses incidental to the construction, acquisition, modification, rehabilitation, completion and inspection of the Facilities.

Capitalized terms used and not defined herein shall have the meaning set forth in the Rate and Method of Apportionment of Special Taxes for the District.

## ATTACHMENT C

### RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES FOR COMMUNITY FACILITIES DISTRICT NO. 2025-3 (DISCOVERY VILLAGE) OF THE CITY OF MURRIETA

A Special Tax (all capitalized terms not otherwise defined herein are defined in Section A, "Definitions", below) shall be applicable to each Assessor's Parcel of Taxable Property located within the boundaries of Community Facilities District No. 2025-3 (Discovery Village), of the City of Murrieta ("CFD No. 2025-3"). The amount of Special Tax to be levied in each Fiscal Year on an Assessor's Parcel shall be determined by the City Council of the City of Murrieta, acting in its capacity as the legislative body of CFD No. 2025-3, by applying the appropriate Special Tax for Developed Property, Approved Property, Undeveloped Property, and Provisional Undeveloped Property that is not Exempt Property as set forth below. All of the real property, unless exempted by law or by the provisions hereof in Section F, shall be taxed for the purposes, to the extent and in the manner herein provided.

#### A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

**"Accessory Dwelling Unit"** means a residential unit of limited size including smaller secondary unit(s) that shares an Assessor's Parcel as a Single Family Residential Property with a stand-alone Residential Unit.

**"Acre"** or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map or instrument. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

**"Act"** means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the Government Code of the State of California.

**"Administrative Expenses"** means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2025-3: the costs of computing the Special Taxes and preparing the Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting Special Taxes to the Trustee; the costs of the Trustee (including legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 2025-3 or any designee thereof in complying with arbitrage rebate requirements; the costs to the City, CFD No. 2025-3 or any designee thereof in complying with continuing disclosure requirements of the City, CFD No. 2025-3 and any major property owner associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2025-3 or any designee thereof related to an appeal of the Special Tax; the costs associated with the release of funds from an escrow account; and the City's annual administration fees and third party expenses related to CFD No. 2025-3. Administration Expenses shall also include amounts estimated by the CFD Administrator or advanced by the City or CFD No. 2025-3 for any other administrative purposes of CFD No. 2025-3, including

attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

**"Approved Property"** means all Assessor's Parcels of Taxable Property: (i) that are included in a Final Map that was recorded prior to the January 1<sup>st</sup> preceding the Fiscal Year in which the Special Tax is being levied, and (ii) that have not been issued a building permit on or before May 1<sup>st</sup> preceding the Fiscal Year in which the Special Tax is being levied.

**"Assessor's Parcel"** means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

**"Assessor's Parcel Map"** means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

**"Assessor's Parcel Number"** means that number assigned to an Assessor's Parcel by the County for purposes of identification.

**"Assigned Special Tax"** means the Special Tax of that name described in Section D below.

**"Backup Special Tax"** means the Special Tax of that name described in Section D below.

**"Bonds"** means any obligation to repay a sum of money, including obligations in the form of bonds, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which the Special Tax of CFD No. 2025-3 have been pledged.

**"Boundary Map"** means a recorded map of the CFD which indicates the boundaries of the CFD.

**"Building Permit"** means the first legal document issued by the City giving official permission for new construction. For purposes of this definition, "Building Permit" may or may not include expired or cancelled building permits, or any subsequent building permit document(s) authorizing new construction on an Assessor's Parcel that are issued or changed by the City after the first original issuance, as determined by the CFD Administrator, provided that following such determination the Maximum Special Tax that may be levied on all Assessor's Parcels of Taxable Property will be at least 1.1 times annual debt service on all outstanding Bonds plus the estimated annual Administrative Expenses.

**"Building Square Footage"** or **"BSF"** means the square footage of assessable internal living space, exclusive of garages or other structures not used as living space, as determined by reference to the Building Permit for such Assessor's Parcel.

**"Calendar Year"** means the period commencing January 1 of any year and ending the following December 31.

**"CFD"** or **"CFD No. 2025-3"** means Community Facilities District No. 2025-3 (Discovery Village) of the City of Murrieta established by the City under the Act.

**"CFD Administrator"** means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement, and providing for the levy and collection of the Special Taxes.

**“City”** means the City of Murrieta, State of California.

**"City Council"** means the City Council of the City of Murrieta, acting as the legislative body of CFD No. 2025-3.

**“Condominium Plan”** means a condominium plan pursuant to California Civil Code, Section 6624.

**"County"** means the County of Riverside, State of California.

**"Developed Property"** means all Assessor’s Parcels that: (i) are included in a Final Map that was recorded prior to the January 1<sup>st</sup> preceding the Fiscal Year in which the Special Tax is being levied, and (ii) for which a Building Permit for new construction was issued on or before May 1<sup>st</sup> preceding the Fiscal Year in which the Special Tax is being levied.

**"Exempt Property"** means all Assessor’s Parcels designated as being exempt from Special Taxes as provided for in Section F.

**"Final Map"** means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a Condominium Plan pursuant to California Civil Code Section 6624 that creates individual lots for which Building Permits may be issued without further subdivision.

**"Fiscal Year"** means the period commencing on July 1<sup>st</sup> of any year and ending the following June 30<sup>th</sup>.

**“Indenture”** means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

**“Land Use Category”** means any of the categories listed in Table 1 of Section D.

**"Maximum Special Tax"** means for each Assessor’s Parcel, the maximum Special Tax, determined in accordance with Section D below, that can be levied by CFD No. 2025-3 on such Assessor’s Parcel.

**“Multifamily Property”** means all Assessor’s Parcels of Developed Property for which a Building Permit has been issued for the purpose of constructing a building or buildings comprised of attached Residential Units available for rental by the general public, not for sale to an end user, and under common management, as determined by the CFD Administrator.

**"Non-Residential Property"** means all Assessor's Parcels of Developed Property for which a Building Permit(s) was issued for a non-residential use. The CFD Administrator shall make the determination if an Assessor’s Parcel is Non-Residential Property.

**"Partial Prepayment Amount"** means the amount required to prepay a portion of the Special Tax obligation for an Assessor’s Parcel, as described in Section G.2.

**"Prepayment Amount"** means the amount required to prepay the Special Tax obligation in full for an Assessor’s Parcel, as described in Section G.1.

**“Proportionately”** means for Taxable Property that is (i) Developed Property, that the ratio of the actual Special Tax levy to the Assigned Special Tax is the same for all Assessor’s Parcels of Developed Property, (ii) Approved Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Assessor’s Parcels of Approved Property, and (iii) Undeveloped Property or Provisional Undeveloped Property, that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is the same for all Assessor’s Parcels of Undeveloped Property or Provisional Undeveloped Property, as applicable.

**"Provisional Undeveloped Property"** means all Assessor’s Parcels of Taxable Property that would otherwise be classified as Exempt Property pursuant to the provisions of Section F, but cannot be classified as Exempt Property because to do so would be reduce the Acreage of all Taxable Property below the required minimum Acreage set forth in Section F.

**"Rate and Method of Apportionment"** or **“RMA”** means this Rate and Method of Apportionment of Special Tax for CFD No. 2025-3.

**"Residential Property"** means all Assessor’s Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing one or more Residential Units.

**“Residential Unit”** or **"RU"** means a residential unit that is used or intended to be used as a domicile by one or more persons, as determined by the CFD Administrator. An Accessory Dwelling Unit that shares an Assessor’s Parcel with a Single Family Residential Property shall not be considered a Residential Unit for purposes of this RMA.

**“Single Family Residential Property”** means all Assessor’s Parcels of Residential Property other than Multifamily Property.

**"Special Tax"** or **“Special Taxes”** means any of the special taxes authorized to be levied within CFD No. 2025-3 pursuant to the Act to fund the Special Tax Requirement.

**"Special Tax Requirement "** means the amount required in any Fiscal Year to pay: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses, (iii) the costs associated with the release of funds from an escrow account, (iv) any amount required to replenish any reserve funds established in association with the Bonds (provided that the same amount was not previously levied), (v) an amount up to any anticipated shortfall due to Special Tax delinquencies and (vi) for the collection or accumulation of funds for the acquisition or construction of facilities authorized by CFD No. 2025-3 or the payment of debt service on Bonds anticipated to be issued, provided that the inclusion of such amount does not cause an increase in the levy of Special Tax on Approved Property or Undeveloped Property as set forth in Steps Two or Three of Section E., less (vii) any amounts available to pay debt service or other periodic costs on the Bonds pursuant to the Indenture.

**"Taxable Property"** means all Assessor’s Parcels within CFD No. 2025-3, which are not Exempt Property.

**“Taxable Unit”** means either a Residential Unit or an Acre.

**“Trustee”** means the trustee, fiscal agent, or paying agent under the Indenture.

**"Undeveloped Property"** means all Assessor’s Parcels of Taxable Property which are not Developed Property, Approved Property, or Provisional Undeveloped Property.

## **B. SPECIAL TAX**

Commencing Fiscal Year 2025-2026 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes on all Taxable Property, up to the applicable Maximum Special Tax, to fund the Special Tax Requirement.

## **C. ASSIGNMENT TO LAND USE CATEGORY FOR SPECIAL TAX**

Each Fiscal Year, beginning with Fiscal Year 2025-2026, each Assessor's Parcel within CFD No. 2025-3 shall be classified as Taxable Property or Exempt Property. In addition, each Assessor's Parcel of Taxable Property shall be further classified as Developed Property, Approved Property, Undeveloped Property or Provisional Undeveloped Property.

Assessor's Parcels of Developed Property shall further be classified as Residential Property or Non-Residential Property. Each Assessor's Parcel of Residential Property shall further be classified as a Single Family Residential Property or Multifamily Property. Each Assessor's Parcel of Single Family Residential Property shall be further assigned to a Land Use Category based on its Building Square Footage.

In the event that there are Assessor's Parcel(s) for which one or more Building Permits for Residential Units have been issued and the County has not yet assigned final Assessor's Parcel Number(s) to such Assessor's Parcel(s) (in accordance with the Final Map or Condominium Plan), the amount of the Special Tax levy on such Assessor's Parcel for each Fiscal Year shall be determined as follows: (1) the CFD Administrator shall first determine an amount of the Maximum Special Tax for such Assessor's Parcel, based on the classification of such Assessor's Parcel as Undeveloped Property; (2) the amount of the Special Tax for the Residential Units on such Assessor's Parcel for which Building Permits have been issued shall be determined based on the Assigned Special Tax rates for Developed Property and such amount shall be levied as Developed Property in accordance with Step 1 of Section E below; and (3) the amount of the Special Tax on the Taxable Property in such Assessor's Parcel not subject to the Special Tax levy in clause (2) shall be equal to: (A) the percentage of the Maximum Special Tax rate levied on Undeveloped Property pursuant to Step 3 of Section E below, multiplied by the total of the amount determined in clause (1), less (B) the amount determined in clause (2).

## **D. MAXIMUM SPECIAL TAX**

### **1. Developed Property**

The Maximum Special Tax for each Assessor's Parcel of Single Family Residential Property in any Fiscal Year shall be the greater of (i) the Assigned Special Tax for such Assessor's Parcel or (ii) the Backup Special Tax.

The Maximum Special Tax for each Assessor's Parcel of Multifamily Property and Non-Residential Property shall be the applicable Assigned Special Tax described in Table 1 of Section D.

#### **a. Assigned Special Tax**

Each Fiscal Year, each Assessor's Parcel of Single Family Residential Property, Multifamily Property or Non-Residential Property shall be subject to an Assigned Special Tax. The

Assigned Special Tax for Fiscal Year 2025-2026 applicable to an Assessor's Parcel of Developed Property shall be determined pursuant to Table 1 below.

**TABLE 1  
ASSIGNED SPECIAL TAX FOR DEVELOPED PROPERTY  
FISCAL YEAR 2025-2026**

<b>Land Use Category</b>	<b>Taxable Unit</b>	<b>Building Square Footage</b>	<b>Assigned Special Tax Per Taxable Unit</b>
1. Single Family Residential Property	RU	Less than 1,350 sq. ft	\$3,086.76
2. Single Family Residential Property	RU	1,350 sq. ft to 1,500 sq. ft	\$3,247.45
3. Single Family Residential Property	RU	1,501 sq. ft to 1,650 sq. ft	\$3,408.15
4. Single Family Residential Property	RU	1,651 sq. ft to 1,800 sq. ft	\$3,700.00
5. Single Family Residential Property	RU	1,801 sq. ft to 1,950 sq. ft	\$3,825.09
6. Single Family Residential Property	RU	1,951 sq. ft to 2,100 sq. ft	\$3,920.63
7. Single Family Residential Property	RU	2,101 sq. ft to 2,250 sq. ft	\$3,990.12
8. Single Family Residential Property	RU	2,251 sq. ft to 2,400 sq. ft	\$4,537.35
9. Single Family Residential Property	RU	Greater than 2,400 sq. ft	\$4,772.00
10. Multifamily Property	Acre	N/A	\$69,954.00
11. Non-Residential Property	Acre	N/A	\$69,954.00

On each July 1, commencing July 1, 2026, the Assigned Special Tax rate for Developed Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

b. Multiple Land Use Categories

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax for each Taxable Unit for all Land Use Categories located on the Assessor's Parcel. The CFD Administrator's allocation to each type of property shall be final.

c. Backup Special Tax

The Backup Special Tax for an Assessor's Parcel within a Final Map classified as Single Family Residential Property shall be \$3,712 per Residential Unit.

Notwithstanding the foregoing, if all or any portion of the applicable Final Maps and/or condominium plan contained within the boundaries of CFD No. 2025-3 is subsequently



changed or modified, then the Backup Special Tax for Single Family Residential Property or Approved Property in such Final Map or condominium plan area that is changed or modified shall be recalculated as follows:

1. Determine the total Backup Special Taxes anticipated to apply to the changed or modified Final Map or condominium plan area prior to the change or modification.
2. The result of paragraph 1 above shall be divided by the total number of Residential Units constructed and/or anticipated to be constructed within such changed or modified Final Map or condominium plan area, as reasonably determined by the CFD Administrator.

The result of paragraph 2 is the Backup Special Tax per Residential Unit, which shall be applicable to the Assessor's Parcels of Single Family Residential Property or Approved Property in such changed or modified Final Map or condominium plan area contained within the boundaries of CFD No. 2025-3.

Notwithstanding the foregoing, the Backup Special Tax for an Assessor's Parcel of Developed Property for which a certificate of occupancy has been granted may not be revised.

On each July 1, commencing July 1, 2026, the Backup Special Tax rate shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

## **2. Approved Property**

The Maximum Special Tax for each Assessor's Parcel of Approved Property expected to be classified as Single Family Residential Property shall be the Backup Special Tax computed pursuant to Section D.1.c above.

The Maximum Special Tax for each Assessor's Parcel of Approved Property not expected to be classified as Single Family Residential Property shall be \$69,954 per Acre.

On each July 1, commencing July 1, 2026, the Maximum Special Tax rate for Approved Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

## **3. Undeveloped Property and Provisional Undeveloped Property**

The Maximum Special Tax for each Assessor's Parcel of Undeveloped Property and Provisional Undeveloped Property shall be \$69,954 per Acre.

On each July 1, commencing July 1, 2026, the Maximum Special Tax rate for Undeveloped Property and Provisional Undeveloped Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

## **E. METHOD OF APPORTIONMENT OF THE SPECIAL TAX**

Commencing Fiscal Year 2025-2026 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes on all Taxable Property in accordance with the following steps:

- Step One: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Assigned Special Tax rates in Table 1 to satisfy the Special Tax Requirement.
- Step Two: If additional moneys are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Approved Property at up to 100% of the Maximum Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.
- Step Three: If additional moneys are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.
- Step Four: If additional moneys are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the Special Tax levy on each Assessor's Parcel of Developed Property for which the Maximum Special Tax is the Backup Special Tax shall be increased in equal percentages from the Assigned Special Tax up to 100% of the Backup Special Tax as needed to satisfy the Special Tax Requirement.
- Step Five: If additional moneys are needed to satisfy the Special Tax Requirement after the first four steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Undeveloped Property up to 100% of the Maximum Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.

Notwithstanding the above, under no circumstances will the Special Taxes levied in any Fiscal Year against any Assessor's Parcel of Residential Property as a result of a delinquency in the payment of the Special Tax applicable to any other Assessor's Parcel be increased by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquency or default.

## **F. EXEMPTIONS**

The City shall classify Assessor's Parcels as Exempt Property, in the following order of priority, (i) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by the State of California, Federal or other local governments, including school districts, (ii) Assessor's Parcels which are used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization, (iii) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in

use by a homeowners' association, (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, (v) Assessor's Parcels which are privately owned and are encumbered by or restricted solely for public uses or (vi) Assessor's Parcels restricted to other types of public uses determined by the City Council, provided that no such classification would reduce the total Acreage of all Taxable Property to less than 21.52 Acres.

Notwithstanding the above, the City Council shall not classify an Assessor's Parcel as Exempt Property if such classification would reduce the total Acreage of all Taxable Property to less than 21.52 Acres. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Acreage of all Taxable Property to less than 21.52 Acres will be classified as Provisional Undeveloped Property, and will be subject to the Special Tax pursuant to Step Five in Section E.

## **G. PREPAYMENT OF SPECIAL TAX**

The following additional definitions apply to this Section G:

**"CFD Facilities"** means \$22,500,000 expressed in 2025 dollars, which shall increase by the Construction Inflation Index on July 1, 2026, and on each July 1 thereafter, or such lower amount (i) determined by the City Council as sufficient to provide the facilities under the authorized bonding program for CFD No. 2025-3, or (ii) determined by the City Council concurrently with a covenant that it will not issue any more Bonds to finance additional facilities to be supported by Special Tax levied under this Rate and Method of Apportionment.

**"Construction Fund"** means an account specifically identified in the Indenture or functionally equivalent to hold funds, which are available for expenditure to acquire or construct facilities eligible to be financed by CFD No. 2025-3.

**"Construction Inflation Index"** means the greater of (i) 2% and (ii) the annual percentage change in the Engineering News-Record Building Cost Index for the city of Los Angeles, measured as of the Calendar Year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

**"Future Facilities Costs"** means the CFD Facilities minus (i) amounts deposited in the Construction Fund, (ii) amounts deposited in any escrow accounts funded by the Outstanding Bonds and anticipated to fund public facilities costs, and (iii) public facility costs funded by interest earnings on the Construction Fund actually earned prior to the date of prepayment, but in no event shall such amount be less than zero.

**"Outstanding Bonds"** means all previously issued Bonds issued and secured by the levy of Special Tax which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of Special Tax.

### **1. Prepayment in Full**

The Special Tax obligation may be prepaid and permanently satisfied for (i) Assessor's Parcels of Developed Property, (ii) Assessor's Parcels of Approved Property or Undeveloped Property

for which a Building Permit has been issued, (iii) Assessor's Parcels of Approved Property or Undeveloped Property for which a Building Permit has not been issued and (iv) Assessor's Parcels of Provisional Undeveloped Property. The Special Tax obligation applicable to an Assessor's Parcel may be fully prepaid and the obligation to pay the Special Tax for such Assessor's Parcel permanently satisfied as described herein; provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax obligation for such Assessor's Parcel shall provide the CFD Administrator with written notice of intent to prepay, and within 5 business days of receipt of such notice, the CFD Administrator shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by the CFD in calculating the Prepayment Amount (as defined below) for the Assessor's Parcel. Within 15 days of receipt of such non-refundable deposit, the CFD Administrator shall notify such owner of the Prepayment Amount for the Assessor's Parcel. Prepayment must be made not less than 60 days prior to the redemption date for any Bonds to be redeemed with the proceeds of such prepaid Special Taxes.

The Prepayment Amount shall be calculated as follows (some capitalized terms are defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance Amount
plus	Administrative Fees and Expenses
less	Reserve Fund Credit
Equals:	Prepayment Amount

The Prepayment Amount shall be determined as of the proposed prepayment date as follows:

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.
2. For an Assessor's Parcel of Developed Property, compute the Maximum Special Tax for the Assessor's Parcel. For an Assessor's Parcel of Approved Property or Undeveloped Property for which a Building Permit has been issued, compute the Maximum Special Tax for the Assessor's Parcel as though it was already designated as Developed Property, based upon the Building Permit which has been issued for the Assessor's Parcel. For an Assessor's Parcel of Approved Property or Undeveloped Property for which a Building Permit has not been issued, or Provisional Undeveloped Property, compute the Maximum Special Tax for the Assessor's Parcel.
3. Divide the Maximum Special Tax derived pursuant to paragraph 2 by the total amount of Maximum Special Taxes that could be levied assuming build out of all Assessor's Parcels of Taxable Property based on the applicable Maximum Special Tax for Assessor's Parcels of Developed Property not including any Assessor's Parcels for which the Special Tax obligation has been previously prepaid.
4. Multiply the quotient derived pursuant to paragraph 3 by the principal amount of the Outstanding Bonds to determine the amount of Outstanding Bonds to be redeemed with the Prepayment Amount (the "Bond Redemption Amount").

5. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (the "Redemption Premium").
6. Determine the Future Facilities Costs.
7. Multiply the quotient derived pursuant to paragraph 3 by the amount determined pursuant to paragraph 6 to determine the amount of Future Facilities Costs for the Assessor's Parcel (the "Future Facilities Amount").
8. Determine the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Outstanding Bonds on which Bonds can be redeemed from Special Tax prepayments.
9. Determine the Special Taxes levied on the Assessor's Parcel in the current Fiscal Year that have not yet been paid.
10. Determine the amount the CFD Administrator reasonably expects to derive from the investment of the Bond Redemption Amount and the Redemption Premium from the date of prepayment until the redemption date for the Outstanding Bonds to be redeemed with the Prepayment Amount.
11. Add the amounts derived pursuant to paragraphs 8 and 9 and subtract the amount derived pursuant to paragraph 10 (the "Defeasance Amount").
12. Verify the administrative fees and expenses of the CFD, the cost to invest the Prepayment Amount, the cost of redeeming the Outstanding Bonds, and the cost of recording notices to evidence the prepayment of the Special Tax obligation for the Assessor's Parcel and the redemption of Outstanding Bonds (the "Administrative Fees and Expenses").
13. The reserve fund credit (the "Reserve Fund Credit") shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero.
14. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance Amount and the Administrative Fees and Expenses, less the Reserve Fund Credit.
15. From the Prepayment Amount, the Bond Redemption Amount, the Redemption Premium, and Defeasance Amount shall be deposited into the appropriate fund as established under the Indenture and be used to redeem Outstanding Bonds or make debt service payments. The Future Facilities Amount shall be deposited into the Construction Fund. The Administrative Fees and Expenses shall be retained by the CFD.

The Prepayment Amount may be sufficient to redeem other than a \$5,000 increment of Bonds. In such event, the increment above \$5,000 or an integral multiple thereof will be retained in the

appropriate fund established under the Indenture to be used with the next redemption from other Special Tax prepayments of Outstanding Bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax levy as determined pursuant to paragraph 9 above, the CFD Administrator shall remove the current Fiscal Year's Special Tax levy for the Assessor's Parcel from the County tax roll. With respect to any Assessor's Parcel for which the Special Tax obligation is prepaid, the City Council shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of Special Tax obligation and the release of the Special Tax lien for the Assessor's Parcel, and the obligation to pay the Special Tax for such Assessor's Parcel shall cease.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless for each fiscal year the amount of Maximum Special Tax that may be levied on all Assessor's Parcels of Taxable Property after the proposed prepayment will be at least 1.1 times debt service on the Bonds that will remain outstanding for such Fiscal Year after the prepayment plus the estimated annual Administrative Expenses.

Tenders of Bonds in prepayment of the Special Tax obligation may be accepted upon the terms and conditions established by the City Council pursuant to the Act. However, the use of Bond tenders shall only be allowed on a case-by-case basis as specifically approved by the City Council.

## **2. Prepayment in Part**

The Special Tax obligation for an Assessor's Parcel of Developed Property, Approved Property, Undeveloped Property, or Provisional Undeveloped Property may be partially prepaid. For purposes of determining the Partial Prepayment Amount, the provisions of Section G.1 shall be modified as provided by the following formula:

$$PP = ((P_E - A) \times F) + A$$

These terms have the following meaning:

PP = Partial Prepayment Amount

P<sub>E</sub> = the Prepayment Amount calculated according to Section G.1

F = the percent by which the owner of the Assessor's Parcel(s) is partially prepaying the Special Tax obligation

A = the Administrative Fees and Expenses determined pursuant to Section G.1

The owner of an Assessor's Parcel who desires to partially prepay the Special Tax obligation for the Assessor's Parcel shall notify the CFD Administrator of (i) such owner's intent to partially prepay the Special Tax obligation, (ii) the percentage of the Special Tax obligation such owner wishes to prepay, and (iii) the company or agency that will be acting as the escrow agent, if any. Within 5 days of receipt of such notice, the CFD Administrator shall notify such property owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by the CFD in calculating the Partial Prepayment Amount. Within 15 business days of receipt of such non-refundable deposit, the CFD Administrator shall notify such owner of the amount of the Partial Prepayment Amount for the Assessor's Parcel. A Partial Prepayment Amount must be made not less than 60 days prior to the redemption date for the Outstanding Bonds to be redeemed with the proceeds of the Partial Prepayment Amount.

With respect to any Assessor's Parcel for which the Special Tax obligation is partially prepaid, the CFD Administrator shall (i) distribute the Partial Prepayment Amount as provided in Paragraph 15 of Section G.1, and (ii) indicate in the records of the CFD that there has been a partial prepayment for the Assessor's Parcel and that a portion of the Special Tax obligation equal to the remaining percentage (1.00 - F) of the applicable Special Tax will continue to be levied on the Assessor's Parcel pursuant to Section E.

#### **H. TERMINATION OF SPECIAL TAX**

For each Fiscal Year that any Bonds are outstanding, the Special Tax shall be levied on all Assessor's Parcels subject to the Special Tax pursuant to Section E. The Special Tax shall cease not later than the 2066-2067 Fiscal Year, however, Special Taxes will cease to be levied in an earlier Fiscal Year if the CFD Administrator has determined (i) that all the required interest and principal payments on the CFD No. 2025-3 Bonds have been paid; (ii) all authorized facilities of CFD No. 2025-3 have been acquired and all reimbursements to the developer have been paid, (iii) no delinquent Special Taxes remain uncollected and (iv) all other obligations of CFD No. 2025-3 have been satisfied.

#### **I. MANNER OF COLLECTION**

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes, provided, however, that CFD No. 2025-3 may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

#### **J. APPEALS OF SPECIAL TAXES**

Any taxpayer may file a written appeal of the Special Taxes levied on his/her Assessor's Parcel(s) with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall grant a credit to eliminate or reduce future Special Taxes on the appellant's Assessor's Parcel(s). No refunds of previously paid Special Taxes shall be made unless approved by the CFD Administrator.

The CFD Administrator shall interpret this Rate and Method of Apportionment and make determinations relative to the annual levy and administration of the Special Taxes and any taxpayer who appeals, as herein specified.

#### **K. INTERPRETATION**

Interpretations may be made by the Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

**RESOLUTION NO. 25-4808**

**RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED \$27,500,000 WITHIN PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2025-3 (DISCOVERY VILLAGE) OF THE CITY OF MURRIETA**

**WHEREAS**, the City Council of the City of Murrieta (the “City Council”) upon receipt of a petition as provided in Section 53318 of the Government Code of the State of California instituted proceedings to form Community Facilities District No. 2025-3 (Discovery Village) of the City of Murrieta (“Community Facilities District No. 2025-3” or the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982 (the “Act”), as amended, pursuant to Resolution No. 25-4807 (the “Resolution of Intention to Establish”) adopted by the City Council on the date hereof to finance (1) the purchase, construction, modification, expansion, improvement and/or rehabilitation of public facilities identified in Attachment “A” hereto and incorporated herein by this reference, including all furnishings, equipment and supplies related thereto (collectively, the “Facilities”) and (2) the incidental expenses to be incurred in financing the Facilities and forming and administering the District (the “Incidental Expenses”); and,

**WHEREAS**, the City Council estimates that the amount required to finance the Facilities and Incidental Expenses is approximately \$27,500,000; and,

**WHEREAS**, in order to finance the Facilities and Incidental Expenses, the City Council intends to authorize the issuance of bonds in one or more series in the maximum aggregate principal amount of \$27,500,000, the repayment of which is to be secured by special taxes levied in accordance with Section 53328 of the Act on all property in the proposed Community Facilities District No. 2025-3, other than those properties exempted from taxation in the rate and method of apportionment set forth in Attachment “C” to the Resolution of Intention to Establish.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURRIETA AS FOLLOWS:**

**Section 1.** The above recitals are true and correct.

**Section 2.** It is necessary to incur bonded indebtedness within the boundaries of proposed Community Facilities District No. 2025-3 in an aggregate maximum principal amount of \$27,500,000 to finance the costs of the Facilities and Incidental Expenses, as permitted by the Act.

**Section 3.** The indebtedness will be incurred for the purpose of financing the costs of the Facilities and the Incidental Expenses, including, but not limited to, the funding of reserve funds for the bonds, the financing of costs associated with the issuance of the bonds and all other costs and expenses necessary to finance the Facilities which are permitted to be financed pursuant to the Act.

**Section 4.** It is the intent of the City Council to authorize the sale of bonds in one or more series, in the maximum aggregate principal amount of \$27,500,000 and at a maximum interest rate not in excess of 12 percent per annum, or a higher rate not in excess of the maximum rate permitted by law at the time that the bonds are issued. The term of the bonds of



each series shall be determined pursuant to a resolution of this City Council acting in its capacity as the legislative body of the District authorizing the issuance of the bonds of such series, but such term shall in no event exceed 35 years from the date of issuance of the bonds of such series, or such longer term as is then permitted by law.

**Section 5.** A public hearing (the “Hearing”) on the proposed issuance of bonded indebtedness shall be held at 6:00 p.m., or as soon thereafter as practicable, on April 1, 2025, at the City of Murrieta Council Chambers, 1 Town Square, Murrieta, California.

**Section 6.** At the time and place set forth in this Resolution for the Hearing, any interested persons, including all persons owning land or registered to vote within proposed Community Facilities District No. 2025-3, may appear and be heard.

**Section 7.** The City Clerk is hereby directed to publish a notice (the “Notice”) of the Hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of the proposed Community Facilities District No. 2025-3. Such publication shall be completed at least seven days prior to the date of the Hearing. The City Clerk is further directed to mail a copy of the Notice to each of the landowners within the boundaries of proposed Community Facilities District No. 2025-3 at least 15 days prior to the Hearing.

**PASSED AND ADOPTED** by the City Council at a regular meeting held on the 4th day of February, 2025.

CITY COUNCIL OF THE CITY OF MURRIETA

By: \_\_\_\_\_  
Cindy Warren  
Mayor of the City of Murrieta

ATTEST:

\_\_\_\_\_  
Cristal McDonald  
City Clerk of the City of Murrieta

STATE OF CALIFORNIA     )  
COUNTY OF RIVERSIDE   )ss.  
CITY OF MURRIETA        )

I, Cristal McDonald, City Clerk of the City of Murrieta, do hereby certify that the foregoing Resolution No. 25-4808 was duly adopted by the City Council of the City of Murrieta at a regular meeting held on the 4th day of February, 2025, by the following votes:

AYES:

NOES:

ABSENT:

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Cristal McDonald, City Clerk

## **ATTACHMENT A**

### **Types of Facilities to Be Financed by Community Facilities District No. 2025-3 (Discovery Village) of the City of Murrieta**

The proposed types of public facilities and expenses to be financed by the District include:

The construction, purchase, modification, expansion, rehabilitation and/or improvement of (i) storm drainage, library, park, law enforcement, fire, streets and bridges, traffic, administration and community center facilities, and other public facilities of the City, including the foregoing public facilities which are included in the City's fee programs with respect to such facilities and authorized to be financed under the Act (the "City Facilities") and (ii) water and sewer facilities including the acquisition of capacity in the sewer system and/or water system of the Eastern Municipal Water District which are included in Eastern Municipal Water District's water and sewer capacity and connection fee programs (the "Water District Facilities" and, together with the City facilities, the "Facilities"), and all appurtenances and appurtenant work in connection with the foregoing Facilities, including the cost of engineering, planning, designing, materials testing, coordination, construction staking, construction management and supervision for such Facilities, and to finance the incidental expenses to be incurred, including:

- a. The cost of engineering, planning and designing the Facilities;
- b. All costs, including costs of the property owner petitioning to form the District, associated with the creation of the District, the issuance of the bonds, the determination of the amount of special taxes to be levied and costs otherwise incurred in order to carry out the authorized purposes of the District; and
- c. Any other expenses incidental to the construction, acquisition, modification, rehabilitation, completion and inspection of the Facilities.

Capitalized terms used and not defined herein shall have the meaning set forth in the Rate and Method of Apportionment of Special Taxes for the District.

## REIMBURSEMENT AGREEMENT

### RE PROPOSED

### COMMUNITY FACILITIES DISTRICT NO. 2025-3 (DISCOVERY VILLAGE) OF THE CITY OF MURRIETA

THIS REIMBURSEMENT AGREEMENT RE PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2025-3 (DISCOVERY VILLAGE) OF THE CITY OF MURRIETA (the "Agreement") dated as of February 4, 2025, is entered into by and between the City of Murrieta, a general law city organized and existing under the laws and constitution of the State of California (the "City"), and Discovery Village LLC, a Delaware limited liability company (the "Owner").

#### **RECITALS:**

A. The Owner owns approximately 28.58 acres of land described in Exhibit A attached hereto (the "Property") for which the Owner desires to include within proposed Community Facilities District No. 2025-3 (Discovery Village) of the City of Murrieta (the "District") to be established by the City pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act").

B. The City and the Owner are desirous of entering into this Agreement in order to provide a mechanism by which the Owner may advance certain costs related to the cost of formation of the District, and to provide that such District, if formed, will reimburse the Owner for the amounts advanced hereunder.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereto agree as follows:

1. Recitals. Each of the above recitals is incorporated herein and is true and correct.

2. Potential Formation of the District and Issuance of Bonds.

(a) At the request of the Owner, the City will undertake to form the District. The City will retain, at the Owner's expense, the necessary consultants to analyze the proposed formation of the District and issuance of bonds, including an engineer, special tax consultant, financial advisor, bond counsel, market absorption consultant, appraiser and other consultants deemed necessary by the City. In addition, City staff time spent in connection with the formation of the District and the issuance of bonds shall be at Owner's expense.

(b) In order to begin the process of analyzing the potential formation of the District, the Owner has advanced to the City a sum totaling \$65,000. From time to time, the Owner shall make additional advances to the City within 15 days following receipt from the City of a request for an additional advance to cover the costs of forming the District and/or issuing bonds. In the event the Owner does not deliver the requested amount to the City within such 15-day period, the City will have no obligation to proceed with the analysis or bond issue unless and until such additional advance is received. The Owner shall have the right to notify the City

at any time, in writing, of its intention to abandon the formation of the District or the issuance of bonds. Upon receipt of such notice, the City shall instruct its consultants to cease work as soon as practicable. The Owner shall be responsible to pay all costs and expenses incurred by the City or any City consultant or advisor prior to the date on which the City's consultants are notified of the Owner's notice of abandonment. Notwithstanding a decision of the Owner to abandon the formation of the District or the issuance of bonds, the City may, in its sole discretion, elect to proceed with formation of the District and/or the issuance of bonds with funds other than those of the Owner; provided, however, that, in executing this Agreement, the Owner shall not be deemed to have waived their right to object to the formation of the District or the issuance of bonds.

(c) The City will provide to the Owner on request a summary of how the advances have been spent and the unexpended balance remaining. The amounts advanced by the Owner will be reimbursable to the Owner, without interest, from the proceeds of bonds issued by the District when and if the District is formed. In the event that bonds are not issued to provide a source of reimbursement to the Owner, the City shall have no liability to the Owner to reimburse them for any of amounts previously advanced by the Owner and expended by the City in accordance with this Agreement.

3. Reimbursement Procedure. Whether the District is not formed or the District is abandoned, or for any other purpose, the City shall return any funds which have been advanced by the Owner which are not expended on the purposes set forth in Section 2 above. Such returned funds shall be without interest.

4. Abandonment of CFD Formation Process. The Owner understands that any formation of the District shall be at the sole discretion of the City. No provision of this Agreement shall be construed as a promise, warranty or agreement by the City to form the District, to annex the Property to any other district or improvement area of the City or to issue any bonds. The City shall have no liability to Owner for its decision not to form the District or issue bonds.

5. Indemnification and Hold Harmless. The Owner hereby assumes the defense of, and indemnifies and saves harmless, jointly and severally, the City and each of its officers, directors, employees and agents, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or arising out of any acts or omissions taken by the Owner or any of the Owner's officers, employees, contractors and agents with respect to the formation of the District. Notwithstanding the foregoing, the Owner shall not be liable for double indemnity nor for the negligence or willful misconduct of the City or any of its officers, directors, employees and agents.

6. Notices. Any notice to be provided pursuant to this Agreement shall be delivered to the following addresses:



12. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

13. No Third Party Beneficiaries. No person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the City and the Owner, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

14. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

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

CITY OF MURRIETA, a political subdivision of the State of California

By: \_\_\_\_\_  
City Manager

ATTEST:

By: \_\_\_\_\_  
Cristal McDonald, City Clerk

DISCOVERY VILLAGE LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Authorized Signatory

APPROVED AS TO FORM:

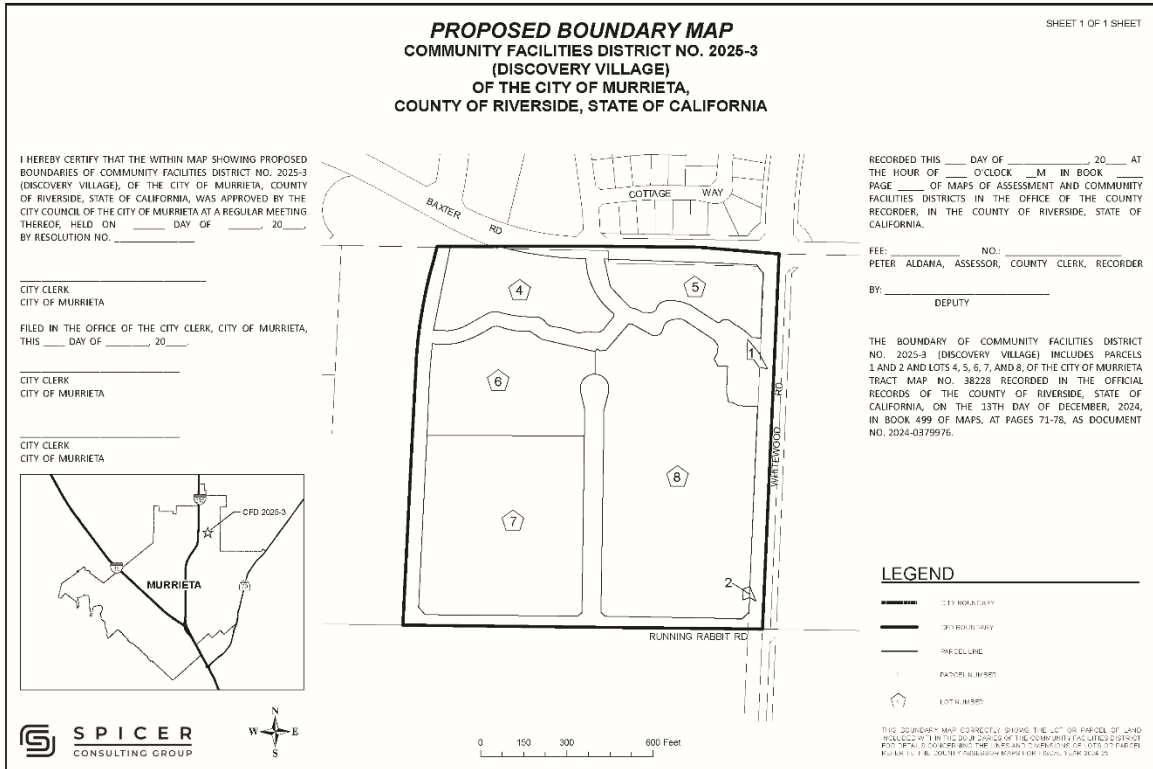
CITY ATTORNEY

By: \_\_\_\_\_  
Tiffany Israel, City Attorney



# EXHIBIT A

## DESCRIPTION OF PROPERTY





# CITY OF MURRIETA

## City Council Meeting Agenda Report

2/4/2025  
Agenda Item No. 7.

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TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Lori Stone, Council Member

PREPARED BY: Kristen Crane, Assistant City Manager

SUBJECT: Proposed Resolution Declaring the City's Stance against Antisemitism

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### **RECOMMENDATION**

Review, discuss, and consider the adoption of proposed Resolution 25-4809, drafted by Council Member Stone at the direction of the City Council, and revised by staff, entitled: *A Resolution of the City Council of the City of Murrieta, California, Declaring the City's Stance against Antisemitism*; and

Discuss and consider providing staff with additional direction on actions intended to address antisemitism.

### **PRIOR ACTION/VOTE**

None.

### **CITY COUNCIL GOAL**

Foster and promote an engaged, connected and caring community.

### **BACKGROUND**

At the December 17, 2024, City Council meeting, Mayor Stone requested and received City Council consensus to bring forth for consideration a resolution regarding the City of Murrieta, declaring the City's stance against antisemitism. Attachment 1 includes a proposed resolution for City Council consideration.

Considering the overall context, examples of antisemitism in public life, the media, schools, the workplace, and the religious sphere could include but are not limited to:

- Calling for, aiding, or justifying the killing or harming of Jews in the name of a radical ideology or an extremist view of religion;
- Making mendacious, dehumanizing, demonizing, or stereotypical allegations about Jews as such or the power of Jews as a collective - such as, especially but not exclusively, the myth about a world Jewish conspiracy or of Jews controlling the media, economy, government or other societal institutions;
- Accusing Jews as a people of being responsible for real or imagined wrongdoing committed by a single

- Jewish person or group, or even for acts committed by non-Jews;
- Denying the fact, scope, mechanisms (e.g., gas chambers), or intentionality of the genocide of the Jewish people at the hands of National Socialist Germany and its supporters and accomplices during World War II (the Holocaust);
- Accusing the Jews as a people, or Israel as a state, of inventing or exaggerating the Holocaust; and/or
- Accusing Jewish citizens of being more loyal to Israel, or to the alleged priorities of Jews worldwide, than to the interests of their own nations.

Examples of the ways in which antisemitism manifests itself with regard to the State of Israel, taking into account the overall context could include:

- Denying Jewish people their right to self-determination (e.g., by claiming that the existence of a State of Israel is a racist endeavor);
- Applying double standards by requiring of it a behavior not expected or demanded of any other democratic nation;
- Using the symbols and images associated with classic antisemitism (e.g., claims of Jews killing Jesus or blood libel) to characterize Israel or Israelis;
- Drawing comparisons of contemporary Israeli policy to that of the Nazis; and/or
- Holding Jews collectively responsible for actions of the State of Israel.

### **FISCAL IMPACT**

There is no fiscal impact associated with this action.

### **ATTACHMENTS**

1. Draft Resolution No. 25-4809

**RESOLUTION 25-4809**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA,  
CALIFORNIA DECLARING THE CITY'S STANCE AGAINST ANTISEMITISM**

**WHEREAS**, the City of Murrieta has a vibrant Jewish community and rich Jewish American history; and

**WHEREAS**, the Jewish people have maintained a unique ethnic, religious, social, and cultural identity, as well as a diverse ethnic history that spans more than 3,000 years, creating a vibrant and diverse community; experiencing everything from acceptance and prosperity to hatred and discrimination in the United States; and

**WHEREAS**, as members of an ethno-religious group, citizens and students who identify as Jewish across the community, including at local schools, come from many different racial and ethnic backgrounds, immigrant communities, levels of religiosity, and more; and

**WHEREAS**, no individual or group within our City should fear becoming a target of discrimination, retaliation, derision, bullying, isolation, or violence; and

**WHEREAS**, there has been a reported rise in hate crimes; and

**WHEREAS**, this discrimination and racism, has not only generated heated rhetoric, but has resulted in harassment, vandalism, physical assaults, emotional trauma, and worse; and

**WHEREAS**, reports of white supremacist, antisemitic, anti-Jewish, and anti-Israeli graffiti, bullying, harassment, and violence on school and college campuses have been on the rise for the past four years, and administrators, teachers, and student leaders need updated and readily available training and resources to prevent and address antisemitism in all its forms; and

**WHEREAS**, property and vandalism crimes against Jewish places of worship and community centers, and physical assaults against people who "look Jewish" or dine at restaurants frequented by Jewish people have increased significantly over the past year since the October 7, 2023 attack on Israel by the U.S.-designated terror group Hamas; and

**WHEREAS**, these hate crimes showed how anti-Zionism and anti-Israel bias can descend into antisemitism, when they promote demonization, discriminatory double standards, and/or delegitimization of Israel and its existence; and

**WHEREAS**, these hate crimes were denounced by both President Biden and President Trump, a bi-partisan majority of Congress, and faith leaders from across the Southern California region; and

**WHEREAS**, the White House Administration and the U.S. Department of Education’s Office for Civil Rights have adopted the IHRA (International Holocaust Remembrance Alliance) “Working Definition” of anti-Semitism as a starting point in the fight against antisemitism; and

**WHEREAS**, the IHRA working of definition is: “Antisemitism is a certain perception of Jews, which may be expressed as hatred toward Jews. Rhetorical and physical manifestations of antisemitism are directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions and religious facilities;” and

**WHEREAS**, the definition of antisemitism is an important educational tool to address anti-Semitism old and new, from across the political spectrum.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** The recitals above are true and correct and incorporated herein by this reference.

**Section 2.** That the City of Murrieta denounces the rise in antisemitic rhetoric and hate-motivated crimes and incidents that denigrate Jewish residents.

**PASSED AND ADOPTED** this 4 day of February, 2025.

\_\_\_\_\_  
Cindy Warren, Mayor

ATTEST:

\_\_\_\_\_  
Cristal McDonald, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Tiffany J. Israel, City Attorney

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE )§  
CITY OF MURRIETA )

I, Cristal McDonald, City Clerk of the City of Murrieta, California, do hereby certify that the foregoing Resolution No. 25-4809 was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 4th day of February, 2025, and was signed by the Mayor of the said City, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Cristal McDonald, City Clerk