



DDA OFFICERS

Mayor Lori M. Stone

Richard Fox, City Controller, Treasurer

DDA MEMBERS

Joseph Vicari, Vice Chair

Gregory Jackson

Hank Riberas

Michael Wiegand

Oscar Zamora

Tom Petzold

Gina Cavaliere

**A REGULAR IN PERSON MEETING
OF THE
DOWNTOWN DEVELOPMENT AUTHORITY
Wednesday, October 1, 2025, 3:00 p.m.**

AGENDA

- 1. CALL TO ORDER**
- 2. ROLL CALL**
 - Motion to excuse absent members
- 3. ADOPTION OF AGENDA**
 - Motion to adopt agenda
- 4. AUDIENCE PARTICIPATION**
- 5. APPROVAL OF MINUTES (pg. 1)**
 - Motion to approve the September 10, 2025 DDA meeting minutes
- 6. OLD BUSINESS (NONE)**
- 7. NEW BUSINESS (pg. 12)**
 - A. Request for Funding: Web Hosting Annual Renewal – Liquidweb (Shumon Hakim [pg. 12])
 - Motion to approve funding for the annual renewal of web hosting services provided by Liquidweb LLC in the amount of \$6,492.00.
 - B. Request for Funding: Network & Security Upgrade – Presidio Networked Solutions Group (Shumon Hakim [pg. 17])
 - Motion to approve funding for the network and security upgrade by Presidio Networked Solutions Group, LLC under Bid No. TRI-W-1702 in the amount of \$1,081,005.87.
 - C. Request for Funding: Mold Evaluation Proposal at 29901 S. Civic Center Blvd. – G2 Consulting Services (Tom Bommarito [pg. 202])

- Motion to approve funding for mold evaluation services at 29901 S. Civic Center Blvd. by G2 Consulting Group in the amount of \$3,500.00

D. Request for Funding: MDA Annual Conference – Michigan Downtown Association (Tom Bommarito [pg. 206])

- Motion to approve funding for staff of the DDA/TIFA Department to attend the Michigan Downtown Association Annual Conference, by the Michigan Downtown Association, in the amount of \$550.00, with authorization to issue check.

E. Request for Funding: Hazardous Materials Abatement and Interior Demolition Services for 6020 Chicago Rd. – Dore & Associates, Inc. (Tom Bommarito [pg. 217])

- Motion to approve funding for hazardous materials abatement and interior demolition services at 6020 Chicago Rd. by Dore & Associates, Inc. under Bid No. ITB-W-1643 in the amount of \$39,800.00.

8. APPROVAL OF THE LIST OF BILLS (pg. 276)

- Motion to Approve the October 1, 2025 List of Bills

9. GOOD OF THE ORDER

10. Next DDA Regular Meeting is scheduled for Wednesday, November 5, 2025, at 3:00 PM.

11. ADJOURNMENT

- Motion to Adjourn

DDA, TIFA, CED, CDBG and Brownfield

CITY OF WARREN DOWNTOWN DEVELOPMENT AUTHORITY MINUTES OF THE BOARD

Meeting held on September 10, 2025

A regular meeting of the City of Warren Downtown Development Authority was called for 3:00 pm on Wednesday, September 10, 2025.

Present:

Mayor Lori M. Stone
Tom Petzold
Joseph Vicari
Oscar Zamora
Gina Cavaliere

Absent:

Hank Riberas
Michael Wiegand
Gregory Jackson

1. Call to Order

Mayor Lori Stone called the meeting to order at 3:06 pm.

2. Roll Call

MOTION:

A motion was made by Mr. Petzold, supported by Mr. Vicari, to excuse the absent members.

No opposition, the motion passed

3. Adoption of Agenda

MOTION:

A motion was made by Mr. Petzold, supported by Mr. Zamora, to adopt the agenda.

No opposition, the motion passed

4. Audience Participation

5. Approval of Minutes (July 16, 2025) (pg. 1)

MOTION:

A motion was made by Ms. Cavaliere, supported by Mr. Zamora, to approve the July 16, 2025 minutes with the amendment that Item 8 (Approval of the List of Bills) reflect the board's request that the City Attorney and City Controller confirm the bills have been reviewed and approved, are appropriate, and comply with DDA law and purchasing requirements.

No opposition, the motion passed

6. Old Business (pg. 12)

A. Request to Amend Motion: Eckstein Park Improvement Project – Brencl Construction (Tom Bommarito [pg. 12])

Mr. Bommarito explained that the previous motion approving funding for the Eckstein Park Improvement Project and awarding the contract to Brencl Construction contained a clerical error. The actual accepted bid amount was \$279,920.18, but the prior motion only recorded \$279,920.00. He noted this correction was an accounting housekeeping matter to ensure accuracy and transparency, particularly in the presence of auditors.

MOTION:

A motion was made by Mr. Vicari, supported by Mr. Petzold, to amend the previous motion to approve funding for the Eckstein Park Project and to award the contract to Brencl Construction in the amount of \$279,920.18 (amended from \$279,920.00).

ROLL CALL:

The motion carried unanimously as follows:

Mr. Vicari	Yes
Mr. Petzold	Yes
Mr. Zamora	Yes
Ms. Cavaliere	Yes
Mayor Stone	Yes

No opposition, the motion passed

7. New Business (pg. 16)

A. Request for Funding: Irrigation System at Beebe Park – Maddox Irrigation (P&R Representative [pg. 16])

Mr. Bommarito reported that a site visit was conducted with Maddox Irrigation and city staff, during which it was discovered that the irrigation system at Beebe Park is broken and requires repair. No representative from the Parks and Recreation Department was present to provide further detail.

Mr. Zamora noted that the planter boxes surrounding the gazebo should be incorporated into the irrigation schedule, as they dry out quickly and require additional attention. He also acknowledged the efforts of Garden Club members and Historic Village volunteers who have been watering and maintaining the park during the summer.

MOTION:

A motion was made by Mr. Zamora, supported by Mr. Vicari, to approve funding for the repair and renovation of the irrigation system at Beebe Park by Maddox Irrigation in the amount of \$3,750.00.

ROLL CALL:

The motion carried unanimously as follows:

Mr. Zamora	Yes
Mr. Vicari	Yes
Mr. Petzold	Yes
Ms. Cavaliere	Yes
Mayor Stone	Yes

No opposition, the motion passed

B. Request for Funding: Warren Police Department Entrance Repairs - Ram Construction Services (Brent Chisolm [pg. 18])

Captain Chisolm presented a request for funding in the amount of \$1,118,106.00 for the Warren Police Department entrance repair project. The scope includes complete removal and restoration of approximately three-quarters of the concrete surrounding the police department. The existing concrete sits above subterranean parking, which has experienced consistent leakage.

The project will address waterproofing issues and the cracked concrete topping, and it also includes the replacement of steps and handrails at the west entrance. ADA access will be accommodated at the east side of the building via the ramp located near the Court.

Captain Chisolm explained that the current concrete is original, poorly constructed, crumbling, and has required repeated patching that does not resolve the underlying waterproofing problems. The repairs are necessary to stop water

infiltration into the police department's underground parking structure and to restore safe access.

MOTION:

A motion was made by Mr. Petzold, supported by Mr. Zamora, to approve funding for the Warren Police Department Entrance Repairs by Ram Construction Services in an amount not to exceed \$1,118,106.00

ROLL CALL:

The motion carried unanimously as follows:

Mr. Petzold	Yes
Mr. Zamora	Yes
Ms. Cavaliere	Yes
Mr. Vicari	Yes
Mayor Stone	Yes

No opposition, the motion passed

C. Request for Funding: Rooftop HVAC at 29901 S Civic Center (Tom Bommarito [pg. 22])

Mr. Bommarito reported that Johnson Controls, Inc. conducted an assessment of the rooftop HVAC units at the Racquet Center, located at 29901 S. Civic Center Blvd. The inspection identified neglected units in need of replacement parts. This request covers a one-time maintenance service to bring the system up to speed.

MOTION:

A motion was made by Ms. Cavaliere, supported by Mr. Petzold, to approve funding for Johnson Controls, Inc. to perform inspection and maintenance services on the rooftop HVAC units at the 29901 S. Civic Center Blvd., in an amount not to exceed \$7,178.00.

ROLL CALL:

The motion carried unanimously as follows:

Ms. Cavaliere	Yes
Mr. Petzold	Yes
Mr. Zamora	Yes
Mr. Vicari	Yes
Mayor Stone	Yes

No opposition, the motion passed

D. Request for Funding: Fire Station 5 Traffic Signal – J. Ranck Electric Inc (Tina Gaphses/Commissioner McAdams [pg. 29])

Commissioner McAdams presented a request for funding in the amount of \$373,890.99 for the installation of a custom traffic signal at the new Fire Station 5 on Schoenherr. The Engineering Department solicited bids based on the required specifications, and J. Ranck Electric Inc., the low bidder, was recommended for award.

The signal will normally flash yellow, but when activated by the fire department during apparatus departures, it will turn red for northbound and southbound traffic, allowing safe entry onto the county road. The project also includes a pedestrian crosswalk with push-button activation.

It was noted that the signal is similar to those installed at Fire Station 6 and at the new Fire Station 1. Station 1's signal was fully funded through a state grant secured by Ms. Gapshes, resulting in cost savings to the City. The crosswalk at Station 1 is already in partial operation near the library and is being used by pedestrians, providing a much safer way to cross the congested multi-lane Van Dyke corridor.

MOTION:

A motion was made by Mr. Petzold, supported by Mr. Vicari, to approve funding for J. Ranck Electric Inc. to furnish and install two emergency traffic signals at Fire Station 5, in an amount not to exceed \$373,890.99.

ROLL CALL:

The motion carried unanimously as follows:

Mr. Petzold	Yes
Mr. Vicari	Yes
Ms. Cavaliere	Yes
Mr. Zamora	Yes
Mayor Stone	Yes

No opposition, the motion passed

E. Request for Funding: Motorola MCD5000 Radio Transmitters – Motorola Solutions (Commissioner McAdams [pg. 33])

Commissioner McAdams presented a request for funding in the amount of \$3,862.50 for the purchase of Motorola MCD5000 radio transmitters for Fire Station 1.

He explained that the transmitters serve as a backup system to the City's primary fiber optic internet-based alert system, and their need was identified during the ISO evaluation. The transmitters also allow communication with apparatus in the field and across the City's six strategically placed fire stations.

Initial specifications indicated that five transmitters would be sufficient; however, field testing revealed that seven units were necessary to ensure full coverage. To meet immediate needs, two units from Station 1 were relocated to Station 5, leaving Station 1 short. This request covers the replacement of those two units so that Station 1 is properly equipped and maintains identical coverage with the other stations.

MOTION:

A motion was made by Mr. Vicari, supported by Mr. Petzold, to approve funding for Motorola MCD5000 transmitters for Fire Station 1 from Motorola Solutions, in an amount of \$3,862.50.

ROLL CALL:

The motion carried unanimously as follows:

Mr. Vicari	Yes
Mr. Petzold	Yes
Ms. Cavaliere	Yes
Mr. Zamora	Yes
Mayor Stone	Yes

No opposition, the motion passed

F. Request for Reimbursement: Birthday Bash Live Entertainment – Parks and Recreation (Dave Muzzarelli [pg. 38])

Mr. Bommarito presented the request on behalf of the Parks and Recreation Department. He explained that Parks and Recreation had covered the invoices for Birthday Bash live entertainment, totaling \$46,620.00, because they were received later than anticipated. Traditionally, the DDA funds the Birthday Bash entertainment and fireworks, and this reimbursement request would return those costs to Parks and Recreation.

The reimbursement covers all entertainment for the week, including three days of live music, the children’s area, and the drone show, which was part of the Carey and Paul Group’s invoice. A 15% commission was noted as part of the booking process. Attendance was reported as excellent, with large crowds and favorable weather.

MOTION:

A motion was made by Mr. Zamora, supported by Mr. Vicari, to approve reimbursement to the Parks & Recreation Department in the amount of \$46,620.00 for Birthday Bash live entertainment provided by Carey and Paul Group with authorization to issue check.

ROLL CALL:

The motion carried unanimously as follows:

Mr. Zamora	Yes
Mr. Vicari	Yes
Mr. Petzold	Yes
Ms. Cavaliere	Yes
Mayor Stone	Yes

No opposition, the motion passed

G. Request for Funding: Birthday Bash Fireworks – Zambelli Fireworks (Parks & Recreation Representative [pg. 43])

This motion authorizes direct payment to Zambelli Fireworks for the Warren Birthday Bash fireworks display. Parks and Recreation had already received approval from City Council to reappropriate funding in their budget for this item. However, the vendor has not yet been paid.

To avoid the unnecessary step of Parks and Recreation issuing a check and then the DDA reimbursing them, this action allows the DDA to write a check directly to Zambelli. This streamlines the process and ensures timely payment.

The DDA board had previously approved the fireworks contract, and the expense is appropriated in the DDA budget. Council’s reappropriation provided Parks and Recreation the ability to proceed given the tight turnaround, coordination requirements (general orders, risk management, fire department logistics), and the lack of a quorum at the prior month’s DDA meeting.

MOTION:

A motion was made by Mr. Petzold, supported by Mr. Zamora, to approve funding for Zambelli Fireworks for the Warren Birthday Bash in the amount of \$30,000.00 with authorization to issue check.

ROLL CALL:

The motion carried unanimously as follows:

Mr. Petzold	Yes
Mr. Zamora	Yes
Ms. Cavaliere	Yes
Mr. Vicari	Yes
Mayor Stone	Yes

No opposition, the motion passed

H. Request for Funding: Radio Antenna Installation – Mobile Communications America (Commissioner McAdams [pg. 45])

Commissioner McAdams spoke to this item, explaining that the antenna will enable automatic and secure uploading of incident reports from fire apparatus to the city’s network whenever units are near a fire station. This protects patient privacy by ensuring patient care information does not remain stored on laptops that could be lost or stolen.

This technology is already installed and operating successfully at all other active stations, including the new Station 5, and is compatible with any incident reporting software in use.

Approval of this funding ensures that Fire Station 1 is equipped with the same secure reporting technology as all other active stations, maintaining consistency and compliance in protecting sensitive information.

MOTION:

A motion was made by Mr. Vicari, supported by Mr. Zamora, to approve funding for install of radio antenna at Fire Station No. 1 by Mobile Communications America (MCA) in the amount of \$4,060.35.

ROLL CALL:

The motion carried unanimously as follows:

Mr. Vicari	Yes
Mr. Zamora	Yes
Mr. Petzold	Yes
Ms. Cavaliere	Yes
Mayor Stone	Yes

No opposition, the motion passed

I. Request for Funding: Fire Building Construction Contract Dispute – Brivar (Tom Bommarito/Mary Michaels [pg. 50])

Acting City Attorney Mary Michaels spoke to this item. A dispute has arisen with the contractor, Brivar, related to the construction of two fire stations. The issue stems from initial utility relocation delays caused by DTE, which changed requirements multiple times, including requiring a deed transfer to the City. As a result of these delays, the contractor is seeking additional delay costs.

The architect has reviewed the contractor’s proposed costs and disputes the figures, with a substantial difference of approximately \$100,000 between the parties. The City rejects the contractor’s demands, citing its duty to protect public funds, and

confirmed that no contract amendment or budget amendment will be sought regardless of the outcome.

To move toward resolution, the City is proceeding with non-binding mediation, a contract remedy. The mediator requires a \$2,400.00 deposit, which this motion authorizes. Legal assistance is being provided by, renowned construction law experts currently under a Purchase Order with City Council. While their relationship with the DDA has not been formalized, they have been advising on this matter and providing legal support.

Approval of this funding allows the mediation process to proceed, with the expectation that it will help bring the dispute to resolution while safeguarding City and DDA resources.

MOTION:

A motion was made by Ms. Cavaliere, supported by Mr. Vicari, to approve funding in the amount of \$2,400.00 for mediation fee to mediate the fire building construction contract dispute.

ROLL CALL:

The motion carried unanimously as follows:

Ms. Cavaliere	Yes
Mr. Vicari	Yes
Mr. Petzold	Yes
Mr. Zamora	Yes
Mayor Stone	Yes

No opposition, the motion passed

8. Approval of the List of Bills (pg. 53)

Mark provided an overview of the fire station construction bonds and related expenditures. The current list of bills for approval totals about \$1.3 million.

Bond Status:

- Net proceeds from the fire station construction bond issue totaled \$22,699,502.99, with \$1,887,584.22 in interest earned since 2023.
- Expenditures by fiscal year: \$963,000 (2023), \$5,000,000 (2024), and \$15,000,000 (2025).
- A remaining contract liability with Brivar of \$941,000 includes a retained funds obligation of \$1.3 million.
- Additional open contract liabilities total \$439,000, covering:
 - Video surveillance system (DA Central)
 - Voice and data systems (Presidio)

- Architectural/engineering services (Partners in Architecture)
- Alerting system (Brex)
- After accounting for the above, items paid in August, and the September list of bills, the balance of uncommitted funds stands at \$1,492,000.
- Engineering services from Hubbell, Roth & Clark continue on an as-needed basis.

Interim Approval Process:

Due to a lack of quorum at a prior meeting, the board utilized an interim approval process that was authorized two meetings earlier. Under this process, a list was prepared and signed off by the Controller, Tom, the Fire Commissioner, the head of Building Maintenance, the head of Parks and Recreation, and the Engineer. An amount of \$165,000 was processed using this method and checks were released to these vendors.

The current list of bills (September 10, 2025), totaling over \$1.3 million, was reviewed and deemed appropriate for the board to approve payment.

MOTION:

A motion was made by Ms. Cavaliere, supported by Mr. Petzold, to approve the September 10, 2025 list of bills.

ROLL CALL:

The motion carried unanimously as follows:

Ms. Cavaliere	Yes
Mr. Petzold	Yes
Mr. Zamora	Yes
Mr. Vicari	Yes
Mayor Stone	Yes

No opposition, the motion passed

9. Good of the Order

Several recent and upcoming community events and updates were shared:

1. **Warren Police/Fire Open House – Saturday, September 13, 2025 | 12:00 PM**
Held between City Hall, the Police Department, and the 37th District Court, featuring activities, safety items, education, and community information.
2. **Empowering Civic Engagement Series – Wednesday, September 17, 2025 | 6:00 PM**
The final session in the series, focusing on sanitation, will be held following strong community reception of earlier sessions.
3. **Senior Ice Cream Social – Thursday, September 18, 2025 | 11:00 AM**
Hosted by Parks and Recreation at the Community Center cafeteria. Attendees will also be asked to share input on future senior programming and activities.

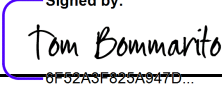
4. **City Square Street Fair – Wednesday, September 24, 2025 | 5:00 PM**
This is the last fair of the season, featuring vendors, food trucks, children's activities, and a free outdoor movie night. Entertainment will include a magician's show at 8:00 PM.
5. **Community Check-In – Thursday, September 25, 2025 | 6:30 PM**
Scheduled at the Burnett Branch Library, providing residents with an opportunity to engage and share feedback.
6. **Fire Station 1 Ceremony – Saturday, September 27, 2025 | 10:00 AM**
Public Grand Opening & Uncoupling Ceremony: Saturday event to allow for broad community participation.
7. **State of the City – Tuesday, October 21, 2025 | 6:00 PM**
The City's second State of the City Address will take place at the Community Center Auditorium.
8. **The Construction Updates**
 - Fire Station No. 5 is approximately 99% complete.
 - Fire Station No. 1 is approximately 95% complete, with minor change orders anticipated.
10. **Next DDA Regular Meeting is scheduled for Wednesday, October 1, 2025, at 3:00 PM, in the City Hall 1st Floor Conference Room.**

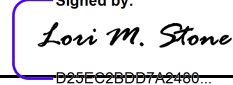
11. Adjournment

MOTION:

A motion was made by Mr. Vicari, supported by Mr. Petzold, to adjourn.

The September 10, 2025 DDA meeting adjourned at 3:52 pm.

X 
Signed by:
Thomas Bommarito
DDA Director

X 
Signed by:
Lori M. Stone
Mayor



INFORMATION SYSTEMS
ONE CITY SQUARE, SUITE 420
WARREN, MI 48093-6726
(586) 574-4612
www.cityofwarren.org

Date 9/08/2025

Tom Bommarito
City of Warren
One City Square
Suite 215
Warren, MI. 48093

Re: [Liquidweb – Web Hosting Annual Renewal]

Dear Mr. Bommarito,

Information Systems is requesting the Downtown Development Authority to authorize funding for annual renewal of the web hosting services provided by Liquidweb. This project involves the hosting of all the City's websites, domain registration, and other website related services.

Project Details:

Recommended Company: Liquidweb LLC 3703 Ena Dr., Lansing, MI 48917

Bid Number: -

Requested Amount: \$6,492.00

GL/Account Number: 494-9494-97400

Attached is a quote from Liquidweb for web hosting. The total cost for the project is \$6,492.00.

The Information Systems is asking for the Downtown Development Authority to provide funding for this essential project. Please find all supporting documents (bid tabulation, quotes, etc.) and backup information related to the project attached to this cover letter.

If you have any questions or require any additional information, please contact me.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Shumon Hakim", written over a light blue horizontal line.

Shumon Hakim
IS Manager
Information Systems
Read and Concur:

DocuSigned by:
A handwritten signature in black ink, appearing to read "Mark Knapp", written over a light blue horizontal line.
874B09CBFD6E4E8...
Mark Knapp
Assistant Controller

Signed by:
A handwritten signature in black ink, appearing to read "Craig Treppa", written over a light blue horizontal line.
E610E2D7FFE5449...
Craig Treppa
Purchasing Agent



INFORMATION SYSTEMS
ONE CITY SQUARE, SUITE 420
WARREN, MI 48093-6726
(586) 574-4612
www.cityofwarren.org

To: Craig Treppa

From: Shumon Hakim

Date: September 8, 2025

Re: Liquidweb web hosting service renewal

I am requesting the renewal of the web hosting services provided by the company Liquidweb. This is an annual renewal that is paid by the DDA. Like many services, the cost has increased and is above \$5,000. I am requesting the option to bypass the bidding process mainly because it will cost more time and money to move the content from one server to another. In addition, this would result in downtime for our websites. All of our domains (cityofwarren.org, warrenmi.org, etc) are hosted there as well. Keeping everything in one place makes it easier to manage. We have been working with Liquidweb for over 10 years and never had any issues.

Renewal amount: \$541 per month
12 months - **\$6,492**

Thank you for your assistance in the matter.

A handwritten signature in black ink, appearing to read "Shumon Hakim", with a stylized flourish at the end.

Shumon Hakim
Information Systems Manager

Liquid Web

Liquid Web LLC
2703 Ena Dr.
Lansing, MI 48917-8585, US
800-580-4985 Toll Free
1-517-322-0434 Int.
Tax ID: 38-3423459
EU VAT: 372008531
UK VAT: 369 1389 57
ZA VAT: 482028321

Account #163291

City of Warren DDA City of Warren DDA
City of Warren
One City Square, Suite 420
Warren, MI 48093-5288, US

Invoice #7963806

Invoice Date	August 23, 2025
Due By	October 7, 2025
Status	Paid
Service Dates	Aug 23, 2025 - Sep 23, 2025
Total Charges	\$541.00
Total Payments	
Total Due	

Invoice Details

Liquid Web DDoS Attack Protection: ddos10.host2.filmwarren.org [YAXWDU]

DDoS.Server.Protect: Liquid Web DDoS Attack Protection	\$0.00
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Subtotal:	\$0.00
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Intel Xeon E-2356G 6-cores: host.cityofwarren.org [AALS2C]

DS.E2356G.P: Intel Xeon E-2356G 6-cores	\$159.00
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Public IP Addresses: 0 Additional Public IPs	\$0.00
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Operating System: Linux OS	\$0.00
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Web Server: Apache	\$0.00
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Linux OS: AlmaLinux 9	\$0.00
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Additional Storage: No Additional Storage Array	\$0.00
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Server Chassis: Dual PSU - 8 Hot Swap Bays	\$0.00
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Primary Storage: 2 x SSD	\$0.00
Drive Size: 1.92 TB SSD	\$120.00
RAID Level Configuration: Hardware RAID 1	\$0.00
Processor: Intel Xeon E-2356G 6 Cores	\$0.00
Memory: 32GB DDR4 SDRAM	\$0.00
Outgoing Bandwidth: 10 TB Outbound Bandwidth	\$0.00
Port Speed: Gigabit Uplink Port	\$0.00
Backup Drive: 1 x SSD	\$0.00
Drive Size: 3.8 TB SSD	\$80.00
Control Panel: cPanel/WHM - Fully Managed	\$0.00
Application Auto Installer: Softaculous	\$0.00
cPanel License Tier: Premier Fixed 100	\$58.00

Subtotal: \$417.00

Acronis Cyber Backups: Acronis Backup - JSF83C [JSF83C]

AcronisBackup: Acronis Cyber Backups	\$10.00
Backup Storage Destination: Liquid Web	\$0.00
Storage Quota: 1 TB	\$55.00

Subtotal: \$65.00

Service Total: i360p01.host2024.cityofwarren.org [C1WNB8]

ServerSecurePlus: Service Total	\$0.00
ServerSecure: Server Secure Plus	\$49.00

Subtotal: \$49.00

Imunify 360: i360p02.host2024.cityofwarren.org [QTZ492]

ServerSecurity.Imunify360: Imunify 360	\$0.00
License Tier: Unlimited Users	\$10.00

Subtotal: \$10.00

Vulnerability scanning and assessment for Windows and Linux servers: vulnerabilityassessment.i360p01.host2024.city-ofwarren.org [R6HEPV]

Vulnerability.Assess: Vulnerability scanning and assessment for Windows and Linux servers	\$0.00
Vulnerability Scanning and Assessment: Monthly Vulnerability Scanning	\$0.00
Subtotal:	\$0.00
Total Taxes On Invoice:	\$0.00*
Total Charges On Invoice:	\$541.00
Used Balance Transfer Payment Created on July 1, 2025	-\$541.00
Total Payments for Invoice:	-\$541.00
Total Due on Invoice:	

* Applicable sales tax, VAT, or GST has been applied per local, state, and government regulations.

Liquid Web's Terms of Services found at <https://www.liquidweb.com/about-us/policies/> are incorporated herein by reference.



INFORMATION SYSTEMS
 ONE CITY SQUARE, SUITE 420
 WARREN, MI 48093-6726
 (586) 574-4612
www.cityofwarren.org

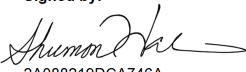
To: Tom Bommarito
From: Shumon Hakim
Date: September 24, 2025

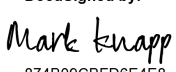
Re: Network and Security Upgrade

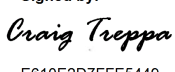
Information Systems is requesting the Downtown Development Authority to authorize funding for citywide network and security upgrade. The last upgrade was done in 2017 and majority of the network switches and related equipment have reached end of life. Meaning, there is no support or security patching from the vendors. Furthermore, our firewalls need to be replaced with a more modern and next-generation protection platform to help increase our cybersecurity posture. Finally, many of the UPS batteries are failing and will need replacement.

Recommended Company: Presidio Networked Solutions Group, LLC, Ferndale, MI
 Network Equipment: \$591,704.75 (MI Contract # MA210000001333)
 Next-Gen Firewall: \$76,621.92 (MHEC Contract: MHEC-08012021)
 Network Closet UPS: \$93,948.88 (MHEC Contract: MHEC-08012021)
 Professional Services: \$303,730.32 (MHEC Contract: MHEC-08012021)
 Contingency: \$15,000
Requested Total Amount: \$1,081,005.87
 Referencing bid # TRI-W-1702

Information Systems is asking for the Downtown Development Authority to provide funding for this essential project. Please find all supporting documents (bid tabulation, quotes, etc.) and backup information related to the project attached to this cover letter. If you have any questions or require any additional information, please contact me. Thank you for your consideration.

Signed by:

 2A088219DCA746A...
Shumon Hakim
 IS Manager

DocuSigned by:

 874B09CBFD6E4E8...
Mark Knapp
 Assistant Controller

Signed by:

 E610E2D7FFE5449...
Craig Treppa
 Purchasing Agent


Mary Michaels
 Acting City Attorney



Network Refresh

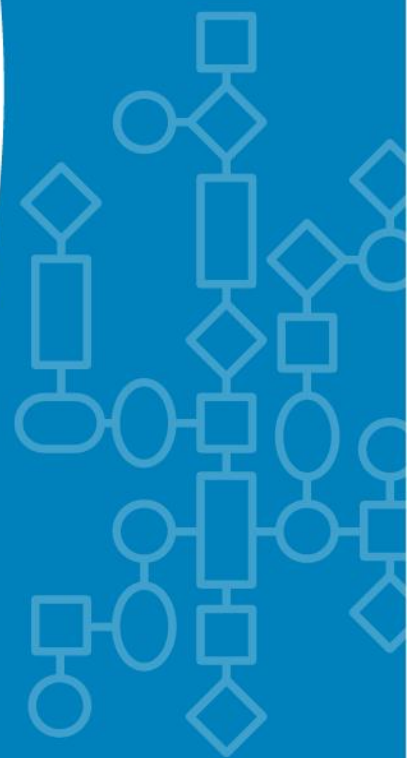
STATEMENT OF WORK

City of Warren

SOW Date: September 22, 2025

Opportunity #: 1003523075558.2

Valid for: 60 Days



Client: City of Warren
Opportunity #: 1003523075558.2
Date: September 22, 2025
Title: Network Refresh



CONTACT INFORMATION

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1. EXECUTIVE OVERVIEW

1.1. Project Introduction

Presidio is pleased to propose the following solution to City of Warren ("Client"). This Statement of Work ("SOW") defines the tasks to be performed and the responsibilities of Presidio and Client.

The Professional Services as stated within this SOW are governed by the terms and conditions set forth in the Midwestern Higher Education Compact (MHEC) Contract: MHEC-08012021 Presidio.

The City of Warren is operating equipment that has reached (or will soon reach) "End of Vulnerability Support", meaning the vendor will no longer support security concerns due to the age of the devices. The City is seeking a replacement for the aging equipment along with the services required to install, configure, and manage the devices moving forward.

Also, Warren's network has a deficiency in the current layer 3 routing where a single link disconnection can bring down multiple sites. This will also be addressed in this scope.

This SOW also defines the scope, deliverables, and approach for the migration of the City's existing firewall infrastructure from the current mixed environment (Checkpoint and WatchGuard) to a new standardized firewall platform. The migration will be a one-to-one (1:1) hardware and configuration migration, preserving all security policies, NAT rules, routing, SSL decryption, and threat detection currently in place.

Where supported by the new platform, additional security features will be enabled in monitor-only/read-only mode to provide enhanced visibility without impacting production traffic.

1.2. Solution and Approach Overview

Presidio is proposing an equipment refresh WAN redesign and security consultation and testing.

As Fixed Fee services, Presidio will perform the network replacement of access switches, edge switches, and firewalls. Presidio will also consult the client on their current security posture and provide recommendations and roadmaps to strengthen their security footprint. Finally, Presidio will perform an external pen-test with the newly deployed firewalls to identify any security risks that may have been carried over from the migrated configuration.

Due to the scale of the project, Presidio will warehouse and prepare the switching equipment for the delivery team. The devices will arrive already tested, upgraded, base configured, and bundled for each location. Presidio engineers will work with Warren to plan, prepare, execute, and document the device migration. With the equipment upgrade, Warren will gain monitoring availability from Cisco's Meraki dashboard. Doing so requires a specific minimum IOS code. Presidio will upgrade all eligible recently upgraded devices to ensure the entire environment may be managed.

On a Time and Materials basis, Presidio will provide a routing expert to work with the city on redesigning the failover design of their layer 3 topology. This effort will require design sessions, deeper discovery, documentation, preparation, testing, and at least 2 cutover windows. Due to the nature of this effort, it is in both Warren and Presidio's best interests to execute this as a Time and Material billed service.

Finally, in a separate scope, Presidio is offering a Managed Services Agreement to provide proactive monitoring, emergency alerting and remediation, change management, and security patching.

2. SCOPE OF WORK

2.1. Refresh Preparation

The City of Warren has aging network infrastructure that is in need of a refresh. In order to prepare for such a large undertaking, Presidio will perform the following on a Fixed Fee basis:

Work with the client to design and document a migration plan

Stage the equipment at a warehouse to perform:

- Inventory tasks including labeling
- Hardware testing
- RMA of any failed new equipment
- IOS upgrades
- Apply base configuration
- Kit (organize/bundle) devices that are intended for the same destination
- Ship to desired location
- Build documentation and a migration plan for execution

2.1.1. Complex Project Kickoff and Closeout Meetings

Project Kickoff and Closeout Meetings for technical resources from Security, Cyber Security, Networking teams.

2.1.2. Networking & Security Functional Design Documents (FDD)

Create Standard Functional Design Documentation for Client Deliverable

Presidio will create a Basic Functional Design Document (FDD) outlining the project details, which will then be reviewed and approved by the Client.

Together, Presidio and the Client will develop an implementation and verification plan that will be used to measure the success of the project.

2.1.3. Switch Staging

Bench, Assemble, DOA Check, Label, Software/Firmware Install, Checkout & Logs

Presidio will store and stage equipment for installation according to the project schedule. The associated services are detailed below:

- Receive equipment at Presidio's staging facility.
- Unpack and visually inspect equipment for in-transit damage.
- Verify equipment against bill of materials.
- Record and document top-level serial numbers.
- Labeling equipment and asset tagging of equipment to Client's requirements (if requested)
- Install HW components in accordance with Client requirements.
- Bench Power up and perform best practice hardware test for DOA.
- RMA failed new equipment to manufacturer.
- Install operating system/firmware and patch to the latest the Client's approved and manufactures supported levels as needed.
- Perform burn-in of equipment.
- Power down, repackaging, and label boxes.

Store equipment in a secure warehouse

Upon notification, ship equipment to the Client's designated sites

Deliverables

Basic staging documentation including spreadsheet containing device types, SN, hostnames, etc.

2.1.4. Bi-Weekly Project Status Meeting (30 min)

Project Status Meeting - 30 min per

2.2. Consultation

The City of Warren has ongoing internet failover concerns as well as a future migration to a Metropolitan WAN type of intersite connectivity for up to 26 locations and 7 internet uplinks.

Presidio will perform the following on a T&M basis:

- Plan and prepare for the merging of the Fire Admin and Fire Station 2 locations

- Evaluate the current failover concerns along with the future topology and equipment

- Recommend a future routing topology strategy

- Build documentation and a migration plan for a routing refresh

- If timing and budget allow, this plan may include a near-term routing topology as well as a future design for the new WAN design.

2.2.1. Network and Security Discovery & Design

Presidio will need to evaluate the current network and security setup and configuration and create a design plan. Presidio will hold a collaborative session with the Client to identify the crucial components needed for a successful solution.

2.2.2. Design Workshops

Presidio will conduct a half-day design workshop Networking and a half-day design workshop for Security. The services will be delivered remotely via Webex or a similar remote screen sharing/video platform. Presidio's Senior Engineers will facilitate discussions around various Security and Network related topics as required by the engagement and document the sessions results and any outcomes. Specific workshop topics may be listed below or will be provided before the session begins.

Out of Scope / Client Responsibilities

The following items fall outside the scope and will be the client's responsibility to address, if necessary:

- Client will attend all scheduled design workshops and be prepared to make decisions related to any questions that may arise.

- Client will bring or obtain any required information or existing documentation to the design workshop.

Deliverables

Documentation of design session decisions

Deliverables consist of diagrams, spreadsheets, and Word documents.

A detailed or functional design document can be provided as part of a separate service but is not included in the workshop service.

2.2.3. Security Architecture Analysis

Presidio security architects will conduct a series of meetings with key stakeholders to review business goals, ongoing IT initiatives, and the associated security strategy. These workshops will provide the necessary insight for analysis of the current state, identification of gaps, and development strategic and tactical roadmaps to support the organization vision.

The following activities will be performed:

Scoping

- Identify stakeholders for interviews
- Determine any applicable regulatory or compliance standards
- Determine required scoping inside Client's organization
- Determine any Client security frameworks
- Identify any key issues or challenges Client is facing
- Documentation Collection and Review
- Collect existing information security policy documentation
- Collect organizational charts
- Determine security staffing
- Determine security reporting
- Review documentation
- Review documentation structure
- Review documentation for completeness
- Review documentation for applicability
- Review existing network, security, and systems documentation
- Perform a high-level analysis of collected documentation
- Compare documentation to standards and best practices
- Review security staffing and reporting for capabilities and level of staffing

Interviews

- Interviews or workshops with key stakeholders and process implementers (One to two hours)
- Business leadership
- Security leadership (ex: CISO)
- IT and IT Security staff, administrators, and implementers
- Infrastructure leadership and architects
- Systems leadership and architects
- Security leadership and architects
- Additional significant stakeholders as identified Client
- Validate alignment of written documentation to business direction
- Validate alignment of written documentation to actual practice
- Determine any 'informal processes' being followed
- Review and analyze security across the following domains:
- Asset Management
- Business Resiliency
- Configuration Management
- Data Security
- Email Security

- Endpoint Security
- Identity Security
- Network Security
- Personnel Security
- Physical Security
- Remote Access Security
- Secure Architecture
- Security Incident Management
- Security Operations
- Vulnerability Management
- Process Verification
- Discover and review actual behaviors
- Validate alignment of written documentation to actual practice
- Documentation
- Security roadmap based on business and IT initiatives
- Prepare supporting spreadsheet
- Processes reviewed with maturity and organizational risk
- Alignment with NIST CSF or other specified framework
- Alignment and summary of gaps with in-scope compliance standards

Deliverables

Executive Summary and Security Assessment Report

This report is made up of two sections. The first, an Executive Summary, will include summary of findings for all phases of the project and include a risk profile, high-level recommendations, and roadmap. The second section will be Detailed Findings. This section will show all findings from the project by phase with suggested remediations and references.

2.3. Hardware Refresh Deployment

Following the migration plan and adjusting when necessary, Presidio will refresh all non "IE" cisco devices on a Fixed Fee basis.

This includes:

- 2x 9500's for City Hall
- 25x Catalyst 9300's
- 23x Catalyst 9200's

During this migration:

- Select IDF uplinks will be upgraded 10 gb redundant pairs
- City Hall access switch racks will be re-arranged and patched with new cables
- Existing long range (LR) optics will be re-used wherever possible
- Fire Station 2 will be trunked to Fire Admin, merging them into a single WAN location, simplifying the WAN topology and associated equipment costs

2.3.1. Cisco Catalyst Campus Switch Deployment

Presidio will configure a standalone Local Area Network (LAN) switch or stack using a Client-Provided Configuration or a standardized template. Base configuration may include functional testing.

Assumptions

Client's environment includes sufficient:

- Rack Space
- Cooling and Heating
- Electrical Power
- Uninterruptible Power Supply (UPS)
- Cabling and Cable Management
- Environment Conditions

Out of Scope / Client Responsibilities

The following items fall outside the scope and will be the client's responsibility to address, if necessary:

Client will:

- Provide on-site administrative access or means of remote access to the console's new switch(es).
- Provide a sample switch configuration or template

2.3.2. Cisco Catalyst Core Switch Deployment

Presidio will configure the following for each selected quantity:

- Core/Distribution configuration using either the standard template or the one provided by the Client.
- Up to (two (2) uplinks, two (2) downlinks
- L2/L3 for up to ten (10) VLANs
- AutoQoS
- Two (2) L3 WAN/DC/Uplinks)
- Perform Functional testing

2.3.3. Switch Migration Event (1 RU, After Hours)

Presidio will:

- Shut down and remove the existing switch
- Install and connect new replacement switch
- Perform base testing

2.3.4. Networking Migration Event Remote First Day In Service (FDIS) Support (4 hr)

Presidio will provide up to four (4) hours of remote Networking engineering support during an agreed-upon migration or go-live event window.

Out of Scope / Client Responsibilities

The following items fall outside the scope and will be the client's responsibility to address, if necessary:

- Ensure that Presidio has remote administrator access, preferably through VPN, to all the devices required to perform the configuration and troubleshooting tasks for the project.

2.4. Routing Refresh

Pending the results of the Routing Consultation, Presidio is prepared to upgrade the cities network to the agreed upon design on a T&M basis. If possible, Presidio would stage the new configurations along-side the existing, test and validate traffic flow and patterns, then migrate to the new design.

2.4.1. Remote configuration and testing

If applicable, Presidio will remotely configure and test the new routing topology alongside the existing routing. While inactive, Presidio will test and validate the new routing.

2.4.2. Routing Migration and cleanup

Presidio will have a team of 2 engineers working together to migrate the cities routing configurations. Due to the fiber ring topology, this must be done sequentially to mitigate risk of extended outages.

Assumptions

- New routing configurations will not be enabled on old devices. New infrastructure must be in place before testing and deployment.
- City Firewalls are replaced before routing refresh deployment

2.5. Firewall Replacement

2.5.1. Security Remote Migration Event, After Hours (8 hr)

Presidio will provide remote engineering services after normal business hours for up to eight (8) hours to assist with Security migration or go-live events.

Out of Scope / Client Responsibilities

The following items fall outside the scope and will be the client's responsibility to address, if necessary:

- Ensure that Presidio has remote administrator access, preferably through VPN, to all the devices required to perform the configuration and troubleshooting tasks for the project. Additionally, the Client is to provide smart hands on-site if necessary.

2.5.2. Firewall Configuration and Replacement

Presidio will:

- Replace existing mixed firewall infrastructure with new firewalls in a like-for-like design.
- Migrate all firewall security policies, NAT rules, and routing configurations in a 1:1 fashion.
- Preserve and re-enable SSL decryption and threat detection features currently in place.
- Deploy additional security features available on the new platform (IPS, Anti-Malware, Application Control, etc.) in monitor-only mode.
- Establish High Availability (HA) where required to meet redundancy goals.
- Minimize downtime and maintain security posture throughout migration.

Future Design

Total Firewalls: 7 physical firewalls in production

HA Design:

Redundant HA pairs at City Hall and Water

Single firewalls at Community Center, Court, and Fire Admin

Destination Platform: Vendor-agnostic (solution may be Fortinet, Checkpoint, or equivalent)

Discovery & Planning

- Review current firewall configurations, routing tables, and NAT rules.

- Document existing SSL decryption and threat detection, and malware profiles.
- Identify dependencies (routing adjacencies, management systems).
- Develop detailed migration plan and rollback procedures.

Design

- Produce low-level design for firewall configuration on new platforms.
- Map current rules, NATs, and routes to new platform equivalents.
- Define HA pairings and failover testing plan.

Implementation

- Rack and cable new firewall appliances (customer-provided rack space & power, Presidio Network Engineer to rack and stack).
- Configure firewalls based on agreed design. Migrate policies, NAT rules, and routes 1:1. (up to 80 firewall rules, 50 routes and NAT rules)
- Re-enable SSL decryption and threat detection where present.
- Enable additional next-gen security features in monitor-only mode.

Cutover & Validation

- Perform phased cutover per site to minimize downtime.
- Validate traffic flow, routing, and policy enforcement.
- Validate HA failover between paired firewalls.
- Monitor post-cutover performance and logs.

Knowledge Transfer

- Provide documentation of final configuration. (As built document outlined further in SOW)
- Conduct basic knowledge transfer session with customer operations team.

Out of Scope

Assumptions

- Customer will provide rack space, power, and physical access to all sites.
- Customer will provide management access to existing firewalls for configuration export.
- IP addressing, routing adjacencies, and network connectivity remain unchanged.
- New hardware is customer-procured and staged prior to migration start.
- Work will be performed during a mutually agreed maintenance window.

Out of Scope / Client Responsibilities

The following items fall outside the scope and will be the client's responsibility to address, if necessary:

- Network redesign or re-addressing beyond 1:1 migration.
- Non-firewall network devices (switches, routers) outside of routing adjacencies.
- Replacement or redesign of any VPN tunnels unless explicitly documented.
- Ongoing firewall management after cutover and FDIS (may be contracted separately).
- Provide the new firewall hardware, licensing, and subscriptions prior to project start.
- Provide remote and onsite access to all locations and equipment.
- Ensure necessary cabling, power, and rack space are available.

- Provide network any diagrams and documentation of existing topology.
- Supply current firewall configuration exports, policy lists, NAT tables, and routing information.
- Approve and coordinate required change windows for implementation and cutover activities.
- Ensure availability of key stakeholders to approve design decisions, validate migration plans, and authorize cutover.
- Monitor business applications and escalate any production-impacting issues discovered after the migration window.

Deliverables

- Migration of 5 functional firewalls, includes 2 HA pairs and 3 standalone units
- Backed up configurations for all firewalls
- Documentation of validation results, HA failover testing, feature enablement
- Knowledge transfer session of 1–2 hours with customer team

2.5.3. Security Migration Event Remote First Day In Service (FDIS) Support (8 hr)

Remote Engineering Support for First Day in Service Following Migration or Go-Live Event

Presidio will provide up to eight (8) hours of remote Security engineering support during an agreed-upon migration or go-live event window.

Out of Scope / Client Responsibilities

The following items fall outside the scope and will be the client's responsibility to address, if necessary:

- Ensure that Presidio has remote administrator access, preferably through VPN, to all the devices required to perform the configuration and troubleshooting tasks for the project.

2.5.4. Networking On-Site Engineering (9 hr)

Onsite Engineering Services, Rack and stack of the Firewalls, smart hands during firewall cutovers.

Presidio offers the services of a skilled Network engineer who will be available to provide on-site, ad-hoc assistance to our Clients. The range of services offered may include installation, configuration, troubleshooting, documentation, or any other related services that are within the expertise of our Presidio resource. Each quantity of service specified will be provided for a single business day during regular working hours.

2.6. Documentation

2.6.1. Networking As-Built Document

Create Standard As-Built Documentation for Client Deliverable

As part of the Project Deliverables, Presidio may create and provide documentation to you for the products installed or upgraded as applicable. Depending on the solution(s) you choose, this documentation may be delivered as a single document. Various types of documentation are available, including but not limited to the examples listed below. If you require additional or printed documentation, you can request it for an extra fee.

- Basic As-Built documentation
- Detailed Visio Diagram only

2.6.2. Security As-Built Document

Create Standard As-Built Documentation for Client Deliverable

As part of the Project Deliverables, Presidio may create and provide documentation to you for products installed or upgraded as applicable. Depending on the solution(s) you choose, this documentation may be delivered as a single document. There are various types of documentation available, including but not limited to the examples listed below. If you require additional or printed documentation, you can request it for an extra fee.

- Basic As-Built document
- Diagram

2.7. External Penetration Test

2.7.1. External Penetration Test

External Penetration Test (75 Live Hosts, 1 Target Objective)

Penetration testing focuses on assessing an organization's current security posture by simulating avenues of approach an attacker might take and determining the effectiveness of in-place security controls. During the penetration testing phase, Presidio will perform a testing cycle consisting of reconnaissance, initial compromise, privilege escalation, lateral movement, and achieving targeted objectives. External Penetration Testing is conducted from a source coming from the Internet. Presidio will provide base services for the selected quantity, which include:

Up to 75 active hosts to be tested

Included testing objectives:

- 2.1. Password spraying with data gained via open-source intelligence gathering (OSINT)
- 2.2. Attempt to gain access via remotely exposed web portals (ex: OWA, O365) and remote access methods
- 2.3. Attempt to gain access via other remotely exposed services

The following tasks will be performed:

1. Validate scope
 - a. Validate systems for testing
 - b. Validate testing windows
 - c. Validate contacts

- d. Validate the starting scenario and targeted objectives
 - e. Define rules of engagement
- 2. Reconnaissance
 - a. Open-source intelligence (OSINT) reconnaissance
 - b. Enumerate hosts and services
 - c. Perform additional reconnaissance as required
- 3. Initial compromise
 - a. Attempt to obtain initial access to systems through methods like:
 - i. Direct exploitation
 - ii. Misconfigured services and permissions
 - iii. Weak security practices
 - iv. Default or easily guessable credentials
 - v. Sensitive file exposure
 - vi. Password spraying
 - vii. Additional methods as appropriate. The above list is a sample of techniques; Presidio will expand on this list as required to achieve appropriate results.
- 4. Escalation
 - a. Continue the testing cycle to achieve target objectives
- 5. Clean-up
 - a. Remove any testing artifacts
 - b. Ensure any tools and access methods are removed
- 6. Documentation
 - a. Defined attack paths
 - b. Systems and users compromised, and methods used
 - c. Suggested remediation/mitigation steps
 - d. List of any artifacts, tools, or access that could not be removed

3. ENGAGEMENT INFORMATION

3.1. Resources

Presidio approaches project execution from a skills-based perspective. Our Execution Team comprises individuals with specific skill sets that will be utilized at different times during a given project. This enables us to provide a highly specialized workforce to the Client and utilize the appropriate resources for the required task. The Project Manager or Project Coordinator will distribute contact information for the project team personnel.

The following Presidio resources will be engaged in this project:

Resource Name	Discipline
Network Eng	Networking
Network Eng - Sr.	Networking
Principal Cyber Security Consultant	Cyber Security
Project Manager - Sr.	Client Engagement Services
Security Eng - Sr.	Security
Senior Cyber Security Consultant	Cyber Security
Staging Technician	Staging

3.2. Locations

All services outlined in this SoW will be performed and delivered remotely unless otherwise specified. Services described in this SoW may be performed or will impact the following locations.

Location	Address	City State ZIP
City Hall	1 City Square	Warren, MI 48093
Police Department	29900 S Civic Center Blvd	Warren, MI 48093
Court	8300 Common Rd	Warren, MI 48093
Fire Station 5 Old	29900 Hoover Rd	Warren, MI 48093
Sanitation	25601 Sanitation	Warren, MI 48089
DPW	12801 Stephens Rd	Warren, MI 48089
Water	12821 Stephens Rd	Warren, MI 48089
WWTP Basin	14200 Stephens Rd	Warren, MI 48089
WWT 9 Mile Pumping Station	14505 E Nine Mile	Warren, MI 48093
Fire Administration 1	23295 Schoenherr Rd	Warren, MI 48089
Fire Station 2	23293 Schoenherr Rd	Warren, MI 48089
Owen Jax Rec Center	8207 E 9 Mile Rd	Warren, MI 48089
Fire Station 1 Old	8321 E 9 Mile Rd	Warren, MI 48089
Civic Center South	23345 Van Dyke Ave	Warren, MI 48089
Fitzgerald Rec Center	4335 E 9 Mile Rd	Warren, MI 48091
Busch Library	23333 Ryan Rd	Warren, MI 48091
Fire Station 3	23620 Ryan Rd	Warren, MI 48091
Fire Station 6	3090 E 12 Mile Rd	Warren, MI 48092
Fire Station 4	6361 Chicago Rd	Warren, MI 48092
Warren Community Center	5460 Arden Ave	Warren, MI 48092
WWTP IPP Building	32601 Warkop	Warren, MI 48093
WWTP Main Campus	32360 Warkop	Warren, MI 48093
Property Maint and Sanitation	14217 E 9 Mile Rd	Warren, MI 48089
Senior Housing	26600 Burg	Warren, MI 48089

3.3. Training and Knowledge Transfer

Knowledge Transfer sessions provided during the engagement are informal sessions. Our engineers share their knowledge as they work through various tasks related to the project, and at the time the tasks are performed. These sessions will be conducted in a manner that does not slow down the pace of work or distract the engineers. They are not dedicated Knowledge Transfer sessions.

If formal or dedicated training sessions are included in the scope, they will be listed in the Services Summary table of this SOW.

3.4. Outcomes and Deliverables

3.4.1. Cyber Security Deliverables

Documentation for Cyber Security Services may be created by Presidio and provided as part of the Project Deliverables. Some of these deliverables may be delivered as a single document.

- Cyber Security Deliverables will be released via secure exchange only to the Client project sponsor or to others with written permission from the project sponsor.
- Final presentations and closeout for Cyber Security services must be completed within twenty (20) business days after the day the original documentation deliverable is released to Client. If the deliverable presentations are not completed in this timeframe, Presidio will consider this phase completed and will invoice accordingly.

With the exception of Project Status Reports, each Cyber Security deliverable artifact, as defined in this Statement of Work, will be approved in accordance with the following procedure:

- Within ten (10) business days of receipt, Client will either accept the deliverable material or provide the Presidio's Project Manager or Project Coordinator a written list of requested changes. If no written response, either accepting or requesting changes, is received from Client within ten (10) business days, then the deliverable material shall be deemed accepted.
- If a written list of requested changes is received within ten (10) business days, the Presidio Cyber Engagement team will review it and ensure that these changes do not impact the accuracy or veracity of the report and other deliverables. If this is the case, Presidio will make the appropriate revisions and will, within five (5) business days, resubmit the updated version to the Client.
- Once the updated version is received, Client has ten (10) further business days to review and request changes for the final document. If no written response, either accepting or requesting changes, is received from Client within ten (10) business days, then the deliverable material shall be deemed accepted.

No further modifications of the document will be performed after these two (2) revisions without written approval from the Presidio account team. Additional revisions and changes may incur additional effort and charges at the discretion of the Presidio account team.

Standard Cyber Security Deliverables:

- **Status Report:** Artifact that depicts key task areas, actions, owners, estimated completion dates, task status, and overall project status, and is delivered following each status meeting.
- **Executive Summary and Security Operations Assessment Report:** This report is made up of two sections. The first, an Executive Summary, will include a summary of findings for all phases of the project, a risk profile, high-level recommendations, and a roadmap. The second section will be Detailed Findings. This section will show all findings from the project by phase, with suggested remediations and references.
- **Executive Presentation (optional, no additional charge):** At the Client's request, Presidio can conduct an executive presentation that will provide an overview of the assessment for all phases,

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including approach, methodology, summary of findings, and summary of recommendations. The format will be appropriate for a non-technical, executive audience. A copy of the executive presentation will be provided.

- **Stakeholder Q&A (optional, no additional charge):** Prior to the optional executive presentation and at the Client's discretion, Presidio will hold a Q&A session with the project stakeholders to discuss the Deliverables and preview the Executive Presentation. This Q&A will occur after the Client's review of the Deliverables and will not be a risk-by-risk review of the published report.

3.4.2. Other Deliverables

Technology specific shortform Functional Design Documents (FDD)

Technology specific Implementation and verification plans

Documentation of design session decisions

Diagrams, spreadsheets, and Word documents

Executive Summary and Security Assessment Report

Refresh of 50 Cisco switches

Migration of 5 functional firewalls, includes 2 HA pairs and 3 standalone units

Backed up configurations for all firewalls

Documentation of validation results, HA failover testing, feature enablement

Knowledge transfer session of 1–2 hours with customer team

4. PRESIDIO PROJECT MANAGEMENT (PPM)

4.1. Project Management Scope

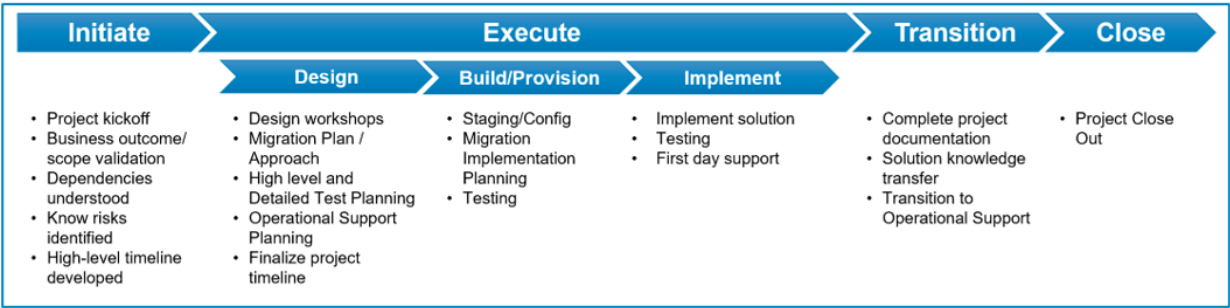
Presidio will provide a Project Manager (PM), who will serve as the single point of contact for all project support issues within the scope of this project. The PM is experienced in project management best practice methodologies and familiar with the technology involved. This Project Manager is responsible for the timely completion of the scope, schedule, and budget, utilizing Presidio’s Project Management Method.

Included in our standard Project Management offering for this engagement are the following:

- Remote/on-site kickoff meeting with a presentation
- Planning and design session facilitation
- Project plan development and management
- Resource scheduling and oversight
- Escalation management
- Working calls as required
- Regularly scheduled remote/on-site status meetings
- Agenda, meeting minutes, and risk/issue/item tracking
- Scope/Budget management
- Project closeout onsite/remote meeting

4.2. Methodology

Presidio’s Engagement Delivery Method incorporates best practices from our extensive experience as Digital System Integrators. The method is prescriptive while being flexible and customized for each client’s specific needs based on the specific scope of work. This allows Presidio to right-size the approach to be flexible and efficient while maintaining an appropriate structure and governance to deliver the business outcome effectively.



4.3. Escalation Path

Client experience is of the utmost importance to Presidio. If a Client feels the need to escalate an issue or concern at any time, please consider the escalation points and options described below.

Level 1

Account Manager – Client's first point of escalation is always their Account Manager. The AM can facilitate additional escalation if required and coordinate meetings between the necessary parties within Presidio and the Client to resolve any issues swiftly.

Project Manager – For projects that include Project Management, the Project Manager is an escalation point for any concerns or questions.

Practice Manager – For technical issues, the Service Delivery team will reach out to the manufacturer's support avenues within one hour of identifying an issue. If an additional technical escalation is warranted, the Presidio Practice Manager will be contacted after that time.

Level 2

Program and Project Management (PPM) Team Lead – If Client is not satisfied with the response from the Level 1 escalation, the PPM Team Lead would be the next level of escalation for any and all issues associated with the project scope and would own the management of the issue to resolution including technical and non-technical related concerns.

Service Delivery Director – For technical issues specifically, if the issue is not resolved within an hour, the Service Delivery Director will be contacted for additional escalation and action.

For technical issues escalated by the Delivery Team, the Service Delivery Director will:

- Contact and speak with the Client via phone to explain the status.
- Develop a plan of action.
- Communicate the plan of action status and completion to Client.
- Contact the Operations team, as required, to request additional resources, as required, in order to execute the plan of action.

Level 3

Program and Project Management Services (PPM) Director – for projects that include Project Management, the PPM Director is the third escalation point for any technical or non-technical concerns or questions.

Services Vice President – if the issue or concern cannot be addressed or resolved within Level 1 or Level 2 of the escalation process, the issue will be raised to the executive level for visibility and resolution.

4.4. Project Change Request Process

Any Items that are determined to be outside of this Scope of Work and deliverables defined must be submitted with a Project Change Request Form. No work outside of this Scope of Work will be undertaken without written approval and processing of a Project Change Request.

In the event that both Presidio and Client agree to a change in this Statement of Work, a written description of the agreed-upon change will be prepared using a Project Change Request (PCR) form, which both parties must sign. The PCR form will be used to describe the change, provide the rationale for the change, and specify any changes in the scope, schedule, or budget.

The terms of a mutually agreed-upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

Modifications in project scope, including but not limited to the following, will require a Project Change Request:

- Client-requested changes in outcome, approach, features, or capabilities.

- Additional required tasks discovered through the planning and design review but not mentioned in this SOW or changes to the design after the signoff of the design phase and/or during the implementation phase.
- Upgrade, modification, or repair of equipment or applications to effectively deploy this scope.
- Defective equipment provided by the Client and integrated into the solution requiring additional diagnostic troubleshooting and/or remediation.
- Troubleshooting issues due to Client changes to configurations made “after” releasing the system or “after” a specific milestone completion in a multi-site phased deployment.
- Delays due to issues relating to site preparation that result in delays to the project.
- Delays in responding to scheduling requests, acceptance requests, and requests for information.
- Insufficient notice of a schedule change. If a 24-hour notice is not provided, charges may be applied.
- Changes required to existing infrastructure components, not called out in this Statement of Work, including patching and/or reconfiguration.
- Remedial work to resolve issues that existed before the installation (bad cables, lost passwords, third-party solutions, and so forth).

4.5. Technical Support after Completion

For non-critical support, including system expansion options, assessments, audits, and related services, or services that are not covered by a support contract with Presidio or another vendor, Presidio offers a variety of options, including Fixed Fee, Hourly Rate, or Daily Rate options. Pricing for these services is not included in this Statement of Work.

Managed Services Clients

Technical support for the solution implemented within the scope of this SOW can be obtained by: calling 800-494-0118, sending an email to presidio@service-now.com

Non-Managed Services Clients

Vendor’s (such as Cisco or EMC) Support Center or Technical Assistance Center (TAC) is the vehicle for all support. These Vendor Support Centers provide 7x24 support on all hardware and software, including replacement parts, software patches and updates, and configuration assistance.

5. PRACTICE SPECIFIC DETAILS

5.1. Authorization for Scanning/Testing Activities

Presidio is authorized to perform vulnerability, web application, penetration testing, and social engineering activities for the services performed in this Statement of Work (SOW). Such activities shall be confined to the infrastructure described in the SOW.

Presidio is not authorized to assess any other networks under this SOW. The security assessment involves using network tools and techniques designed to detect security vulnerabilities, and it is impossible to identify and eliminate all the risks involved with the use of these tools and techniques.

Client understands that penetration testing may be disruptive and explicitly accepts the risk of such disruption. Presidio will take all reasonable precautions to minimize any impact. Client hereby authorizes employees of Presidio to conduct penetration testing activities of the application(s) and system(s) described in this SOW. This authorization shall be in effect from the day of the engagement kickoff meeting to the day the final deliverable from the engagement is provided to the Client.

Pursuant to granting this authorization, Client declares that:

- Client owns the systems to be tested, and the undersigned has the proper authority to allow Presidio to perform vulnerability, web application, and penetration testing security activities.
- Client has created a full backup of all systems to be tested and has verified that the backup procedure will enable Client to restore systems to their pretest state.

5.2. Cyber Security Processes and Guidelines

Presidio's Process for Network Degradation or Outage

Presidio and the Client will exchange specific contact information (including cell phone numbers) prior to starting any scanning or testing activities. Either party observing a service disruption will contact the other party. Presidio will stop running the scan tool and work with the Client to determine why the disruption occurred and how to successfully complete the assessment without causing any further disruption. No denial-of-service (DoS) attacks will be intentionally initiated against any Client assets.

Process to Report Observed Incidents or Critical Risks

Presidio will contact the Client contact immediately if any critical risks are identified (those which present sufficient risk to warrant immediate remediation), including any observed incidents of attempted intrusion (from a party other than the authorized Presidio consultant[s]), while executing this engagement. Presidio will immediately provide to the Client all information gathered relevant to the critical risk(s) identified.

Engagement Data Management

The deliverables produced from this engagement should be managed with strict policies and procedures due to the sensitive nature of the raw data collected during the engagement and the associated findings. Client's policies should specify which person(s) in an organization should have access to the data. Presidio consultants will store and transmit engagement-related data using appropriate encryption.

5.3. Cyber Security Project Change Request Process

In the event that both Presidio and Client agree to a change in this Statement of Work, a written description of the agreed-upon change will be prepared using a Project Change Request (PCR) form, which both parties must sign. The PCR form will be used to describe the change, the rationale for the change, and to specify any change in the charges, estimated schedule, or other terms.

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PRESIDIO®

Presidio may charge for the effort required to analyze the requested changes depending on the extent and complexity. When charges are necessary to analyze a change, Presidio will provide a written estimate and begin the analysis upon written authorization from the Client. The terms of a mutually agreed-upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

6. ASSUMPTIONS & RESPONSIBILITIES

Presidio makes the following assumptions and has identified the following Client responsibilities in developing this Statement of Work. These assumptions and responsibilities serve as the foundation on which the project estimate, approach, and timeline were developed. By signing this SOW, Client agrees that these assumptions and responsibilities are correct and valid. Any changes to the following assumptions and responsibilities must be processed using the Presidio Change Management Process and may impact the project duration and labor requirements.

6.1. Engagement Assumptions

The following project assumptions are made and will be verified as part of the engagement:

- Client has read and agrees with all Items contained or omitted within this Statement of Work.
- This SOW supersedes all prior written or oral agreements, representations, and understandings related to the subject matter hereof. Any purchase order submitted pursuant to this SOW shall be subject to the terms herein and shall not be subject to any new or different terms, including pre-printed terms on such order. All changes to this SOW must be executed in writing and accepted by both parties, as indicated by authorized signature, prior to the execution of work.
- Presidio will hold no responsibility for any changes made "after" releasing the system to the Client. Presidio expressly disclaims any liability for non-performance or the delivery of poor quality of services resulting from errors or omissions in information provided to Presidio by Client, whether Presidio knew or should have known of any such errors or omissions, or whether Presidio was responsible for or participated in the gathering of such information. Significant delays, revisits, or cancelled changes outside of Presidio's control may necessitate a change order to account for rescheduling.
- Working Hours: Presidio and Client will jointly agree on the location of the resources, onsite requirements, and what time the services will be provided. By default:
 - Services delivered by resources working in North America and Europe will be provided from 8 AM to 5 PM, relative to the local time zone of the assigned resources, Monday through Friday, excluding standard Presidio holidays specific to the resources' location.
 - Services delivered by resources working in India will be provided from 11 AM to 8 PM IST, Monday through Friday, excluding standard Presidio holidays specific to the resources' location.
 - Resources may work hours other than those defined as normal business hours to accommodate their travel schedules and time zones.
- Any Items or tasks not explicitly listed as in-scope within this SOW are considered to be outside of the scope and not associated with this SOW and price.
- If integration of the product is performed at a Presidio facility, then transfer of ownership (acceptance) occurs upon the receipt and integration of goods at Presidio, regardless of shipment, as manufacturers will not accept returns of opened products.
- Presidio will not be responsible for troubleshooting networks, applications, and/or hardware if the Client does not have formal change management documented processes and policies.
- Presidio may engage subcontractors and third parties in performing a portion of this work.
- Presidio will not make changes to the configuration of any network equipment after it has been installed and tested.
- Some activities included in this project may be performed on Presidio's premises.
- Not all features or functions of the installed system are included in the scope of this engagement.

- Presidio reserves the right to modify the approach outlined within this SOW if it does not alter the timeline or overall outcome of the engagement.
- Presidio will configure the systems outlined within this Statement of Work with a unique set of authentication credentials unless otherwise provided by the Client. Upon the completion of the engagement, Presidio will provide Client with all usernames, passwords, and additional authentication information that were implemented during the engagement. Presidio strongly recommends that these credentials be changed upon the completion of the engagement.
- Any documentation will be delivered in Presidio format unless otherwise stated in this SOW.
- Project success criteria will be defined by the Client and jointly agreed to with Presidio.
- Client staff will participate throughout the implementation.
- Time and Materials engagements do not provide defined deliverables unless explicitly stated in this SOW. To the extent that documentation or other task-related materials or deliverables are required, time to prepare, deliver, and review those deliverables will accrue against the hours purchased.
- Hours for Time and Material services are best-effort estimates; additional hours may be required to satisfy the request. If the client's objectives are not met at the end of the allotted hours, a new Purchase Order and SOW must be submitted.
- For Time and Materials services, it is the Client's responsibility to direct the Presidio consultant's activities by creating a prioritized Task List or similar documented instructions. It is recommended that this be provided to the Presidio Engineer 48 hours prior to the first day of services.
- Time and Materials Services will be invoiced monthly and based on actual hours incurred. For hourly service, a four (4) hour daily minimum applies for remote services, and an eight (8) hour daily minimum applies for on-site services.
- Services to be performed in this engagement assume the execution of outcome-based work with defined deliverables and, as such, require Presidio resources' time to be scheduled to deliver said outcomes and deliverables. As part of the engagement kickoff ("Client Kickoff" or "CKO"), Presidio will present Client with the "Resource Schedule" for the engagement, outlining expectations (by resource and by month) for the consumption of billable hours.
- For ad-hoc/unscheduled work, Presidio will engage on a best-effort basis but cannot commit to defined response times. Billable hours associated with unscheduled work will be applied to the monthly minimum billable hours per resource as described below.
- To pause work or delay the project, Client must give Presidio written notice of pause or delay no less than two (2) weeks before the requested date of pause or delay. If Client does not give adequate notice of pause or delay under this section, Client is responsible for the monthly minimum billable hours per resource as described below. A pause or delay in the project may result in temporarily or indefinitely losing allocated resources, depending on the availability of resources when work resumes. Client can retain the originally allocated resource(s) and/or team by paying the hourly bill rate of eight (8) hours per day for each resource retained each business day until work resumes or the project begins.

The execution of these services assumes the purchase of the necessary equipment

Port consumption at each site have not increased since the last visit by a Presidio engineer

6.2. Client Responsibilities

The following Items are listed as the Client's responsibilities for this engagement. Client is responsible for performing the Items and activities listed in this section or arranging for them to be performed by a third party if appropriate.

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- Provide a primary contact and a secondary contact when the primary is unavailable with the authority and the responsibility of issue resolution, and the identification, coordination, and scheduling of Client personnel to participate in the implementation of the SOW. Without a single Client point of contact, a Project Change Request may be required for the additional effort by Presidio.
- Be responsible for having in place active manufacturer support contracts on all devices that are the subject of this SOW.
- If on-site services are required and authorized, Client will:
 - Provide all required physical access to Client's facility (identification badge, escort, parking decal, etc.), as required by Client's policies.
 - Validate the site readiness prior to the dispatch of Presidio personnel to perform the services being contracted.
- If system access is required:
 - Provide all required functional access (passwords, IP address information, etc.), as required for Presidio to complete the tasks.
 - Provide high-speed access to the Internet for verification of device support requirements and for software downloads.
 - Provide VPN remote access for troubleshooting and configurations related to the project, as necessary. Utilizing Webex, Microsoft Teams, or other similar screen-sharing/meeting technology as opposed to independent VPN access or virtual desktop is out of scope. If there is no other option, Presidio will issue a Change Request to add additional funds to the project to accommodate the increase in time and effort.
- Provide required and requested documentation or information needed for the project within two (2) business days unless otherwise agreed to by all parties.
- Provide Presidio with access to their systems, appropriate processes, and personnel as reasonably necessary for Presidio to fulfill its obligations.
- Where appropriate, knowledgeable resources will be made available for functional questions and making business decisions. It is also expected that Client staff will participate throughout the implementation.
- Participate in all working sessions as required to produce the success and efficacy of the services rendered.

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7. PRICING

Presidio will provide the services as outlined in this Statement of Work for a fixed fee of **\$208,645.20**. The Client shall make payments to Presidio as work progresses in accordance with the progress payment schedule set forth below:

Invoicing Item	Invoice Amount
Project Initiation	\$41,729.04
Project 10% Complete	\$16,692.00
Project 20% Complete	\$16,692.00
Project 30% Complete	\$16,692.00
Project 40% Complete	\$16,692.00
Project 50% Complete	\$16,692.00
Project 60% Complete	\$16,692.00
Project 70% Complete	\$16,692.00
Project 80% Complete	\$16,692.00
Project 90% Complete	\$16,692.00
Project Complete	\$16,688.16

- If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act or direction by the Client, or (2) by the Client's failure to act within the time specified in this contract (or within a reasonable time if not specified), the Client will be liable for reimbursement of work and expenses incurred and not previously paid to Presidio.
- Additionally, the Client must give Presidio adequate written notice of delay or suspension of work no less than two weeks before work was scheduled to begin, or the Client shall be liable to pay an amount equal to the total progress invoicing amount which was delayed based on the progress payment schedule below. Upon receipt of the written notification of a delay or suspension, Presidio will immediately bill Client an amount equal to the costs expended and services rendered against the invoicing amount.
- A pause or delay in the project may result in the loss of allocated resources, temporarily or indefinitely, depending on resource availability when work resumes.

7.1. Time & Materials

Services will be provided on a Time, Materials, and Expenses basis. The estimated Time and Materials price for this engagement, which includes labor, estimated expenses, and travel labor, is as follows: **\$93,844.60**. Client Purchase Order should match this amount, plus any Fixed Fee amounts shown in this pricing section.

Resource Name	Hours	OT Hours	Sell Rate	OT Rate	Total Sell Price
Network Eng	12	24	\$195.00	\$292.50	\$9,360.00
Security Eng - Sr.	28	0	\$250.00	\$375.00	\$7,000.00
Network Eng - Sr.	44	24	\$215.00	\$322.50	\$17,200.00
Project Manager - Sr.	295.048	0	\$200.00	\$300.00	\$59,009.60
				Total	\$92,569.60

- Presidio provides cost estimates that are not guaranteed and do not serve as the basis for a Fixed Price or a Not-to-exceed transaction.

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- Client will receive invoices upon completion of the project and/or at the end of each calendar month, regardless of engagement status, for the actual hours worked, subject to applicable minimums and expenses.
- It is possible that additional hours may be required to complete the outlined scoped work.
- This is an estimate and not a final price.

7.2. Additional Expenses

Travel and incidental expenses incurred by Presidio in association with the execution of this Statement of Work are included in the pricing listed above. No additional expenses will be invoiced to Client.

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8. APPROVAL SIGNOFF

The use of signatures on this Statement of Work ensures agreement on project objectives and the work to be performed by Presidio.

Presidio’s signature signifies our commitment to proceed with the project as described in this document. Please review this document thoroughly, as it will be the basis for all work performed by Presidio on this project.

This Statement of Work is valid for a period of 60 days from the date that this Statement of Work is provided by Presidio to Client unless otherwise agreed to by both parties.

City of Warren

Signature	Date	mm-dd-yyyy
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Printed Name	Title
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PRESIDIO

Signature	Date	mm-dd-yyyy
-----------	------	------------

Printed Name	Title
--------------	-------

**QUOTE:** 2003525114700-02

DATE: 09/19/2025

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TO: City of Warren
 Laura Wilson
 Attn Payables One City Square, Suite 425, Purchasing
 Warren, MI 48093

lwilson@cityofwarren.org
 (p) 586-574-4616
 (f) (586) 258-2001

FROM: Presidio Networked Solutions Group, LLC
 Ashleigh Greene
 660 E. 10 Mile Road
 Suite 110
 Ferndale, MI 48220

ashleighgreene@presidio.com
 (p) +1.248.513.8254

Customer#: CITYW005**Contract Vehicle:** *Open Market**Account Manager:** Ashleigh Greene**Inside Sales Rep:** Teresa Connors**Title:** City of Warren - REFRESH - (FW Hardware- Checkpoint Option)

Comments: Presidio reserves the right to update any existing customer quote to reflect updated pricing in the event any Presidio vendors change the price that Presidio must pay for any software, goods or services resold, whether due to new taxes, tariffs or for any other governmentally imposed reason.

#	Part #	Description	Unit Price	Qty	Ext Price
1	CPAP-SG3920-SNBT	Quantum Force 3920 Appliance with SandBlast subscription package for 1 year	\$2,258.82	6	\$13,552.92
2	CPSB-SNBT-3920-3Y	Next Generation Threat Prevention and Sandblast for additional 3 years for 3920 Base Appliance	\$6,203.44	6	\$37,220.64
3	CPSB-SNBT-3920-1Y	Next Generation Threat Prevention and Sandblast for additional 1 year for 3920 Base Appliance	\$2,068.06	6	\$12,408.36
4	CPES-SS-PREMIUM-ADD	ENTERPRISE SOFTWARE SUBSCRIPTION&PREMIUM	\$13,440.00	1	\$13,440.00

Sub Total: \$76,621.92**Grand Total:** \$76,621.92**Presidio Terms of Sale**

Subject to these terms, quotations are valid for 30 days unless otherwise agreed by Presidio. Payment is due within 30 days from date of invoice unless otherwise agreed by the parties. Late payments are subject to interest charges of the lesser of 1½% per month or the maximum amount allowed by law. Supply is subject to availability.

Acceptance of Third-Party Terms

Third-party cloud services, software, support and maintenance provided or resold by Presidio may be subject to additional third-party license and use terms. These terms may be included in a direct end user license agreement between you and the applicable OEM/developer/provider (each, a "Supplier") or they may be located at <https://www.presidio.com/supplier-terms> and incorporated herein by reference. By virtue of executing a purchase based on this quotation Client agrees to comply with and be bound by any such Supplier terms, except as prohibited by applicable law.

Master Agreements

If Presidio and Client have entered into a "Master" agreement ("Master") or similar contract covering the purchase(s) of goods and/or 3rd-party or Presidio-provided services, it is the agreement of the parties that the Master shall govern in the event of a conflict between the Master and the terms contained herein unless specifically modified by the parties for a specific quote.

Pricing

- Quoted prices exclude applicable taxes. Invoicing will include applicable taxes unless a valid tax-exempt certificate is provided.
- The price quoted reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
- Prices exclude freight, handling or insurance (unless itemized in the quote).
- Presidio reserves the right to update any existing customer quote to reflect updated pricing in the event any Presidio vendors change the price that Presidio must pay for any software, goods or services resold, whether due to new taxes, tariffs or for any other governmentally imposed reason.

Invoicing

- CLIENT is invoiced for hardware ("Goods") upon shipment from the manufacturer ("OEM") and shall accept and pay for partial shipments. Software is invoiced the earlier of shipment of media or when download capability is provided. OEM subscription services are invoiced per the Service Provider terms. OEM – provided services are billed per the OEM SOW. Presidio services are billed per the Presidio SOW.
- Usage-Based Services Terms and Conditions. Presidio shall invoice CLIENT monthly for Usage-Based Services purchased by CLIENT. Notwithstanding the amounts included on the applicable purchase order, invoicing for Usage-Based Services will vary from month to month based upon CLIENT's usage and CLIENT shall be obligated to pay all charges for the Usage-Based Services used by CLIENT in the preceding month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.

- Enterprise Software, Licensing and Subscription Services ("Enterprise Agreement"). Presidio shall invoice CLIENT according to the terms of the Enterprise Agreement between CLIENT and the Third Party. If CLIENT is delinquent in its payment obligations hereunder, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the services due to CLIENT's late or non-payment.

Freight, Handling, Shipping

- CLIENT will be invoiced for Presidio's and/or the OEM's freight charges for shipment of goods.
- Title/Risk of loss passes to CLIENT Freight on Board (FOB) - Origin unless otherwise agreed to in writing by Presidio. Orders shipped from OEM to Presidio or a third-party site at CLIENT request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to CLIENT.
- Presidio accepts no responsibility / liability in connection with the shipment.
- Goods held in a Presidio warehouse either a) at the CLIENT's request or b) in the event CLIENT refuses to accept delivery, may be subject to warehousing fees. Client may be asked to execute a Presidio "Warehousing Agreement". CLIENT must provide primary insurance coverage for CLIENT equipment held in a Presidio warehouse.

Warranty and Limitation of Liability

- PRODUCT IS WARRANTED BY THE MANUFACTURER, NOT BY PRESIDIO. PLEASE CONSULT MANUFACTURER FOR WARRANTY TERMS. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF



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DATE:09/19/2025

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THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR PRODUCTS HEREUNDER.

Return Policy

- CLIENTS return rights are subject to the return policies of the applicable OEM which may include the imposition of fees.

Cancellation Policy

- CLIENT's cancellation of purchase orders is subject to the cancellation policies of the applicable OEM which may include the imposition of fees.

Leases

- In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice.

Software terms

- Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use of Software..
- Delivery of software licenses may be accomplished electronically from the software developer.
- Delivery of software maintenance, including upgrades and updates are agreed to be accepted electronically.

Term and Termination of Orders: Subscription and/or Usage-Based Services, Enterprise Agreements and Multi-Year Orders

- The "Initial Term" of an order for Usage-Based Services and/or and Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and continues for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew at least sixty (60) days before the end of the then current Initial Term or Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services and/or Enterprise Agreement. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the Renewal Term.
- Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

Multi-Year Agreements

- For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION WITHOUT SUCH AGREEMENT.

Confidential Information

- CLIENT agrees that any quote provided by Presidio is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose.

Export Law Compliance

- CLIENT has been advised that any hardware or software provided to CLIENT via a Presidio quote and/or subsequent purchase order may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

Miscellaneous Terms

- Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date



QUOTE: 2003525114361-06

DATE: 09/25/2025
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TO: City of Warren
Laura Wilson
Attn Payables One City Square, Suite 425, Purchasing
Warren, MI 48093

lwilson@cityofwarren.org
(p) 586-574-4616
(f) (586) 258-2001

FROM: Presidio Networked Solutions Group, LLC
Ashleigh Greene
660 E. 10 Mile Road
Suite 110
Ferndale, MI 48220

ashleighgreene@presidio.com
(p) +1.248.513.8254

BILL TO: City of Warren

One City Square, Suite 425
Purchasing Dept
Warren, MI 48093

Customer#: CITYW005
Account Manager: Ashleigh Greene
Inside Sales Rep: Teresa Connors
Title: Warren-Network Switch Refresh (QU163086663MH)
Comments: Presidio reserves the right to update any existing customer quote to reflect updated pricing in the event any Presidio vendors change the price that Presidio must pay for any software, goods or services resold, whether due to new taxes, tariffs or for any other governmentally imposed reason.

#	Part #	Description	Unit Price	Qty	Ext Price
CITY HALL					
C9500-24Y4C-A					
1	C9500-24Y4C-A	Catalyst 9500 24x1/10/25G and 4-port 40/100G, Advantage	\$8,685.33	2	\$17,370.66
2	CON-L1NCD-C95024YA	CX LEVEL 1 8X7NCD Catalyst 9500 24x11025G and 4port 40	\$1,881.60	2 for 60 mo(s)	\$18,816.00
3	C9500-DNA-24Y4C-A	C9500 DNA Advantage, Term License	\$0.00	2	\$0.00
4	CON-L1SWT-C9524YCA	CX LEVEL 1 SW SUB C9500 DNA Advantage	\$292.60	2 for 60 mo(s)	\$2,926.00
5	C9500-DNA-L-A-5Y	DNA Advantage 5 Year License	\$4,617.86	2	\$9,235.72
6	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	\$0.00	4	\$0.00
7	C9K-PWR-650WAC-R	650W AC Config 4 Power Supply front to back cooling	\$0.00	2	\$0.00
8	C9K-PWR-650WAC-R/2	650W AC Config 4 Power Supply front to back cooling	\$878.87	2	\$1,757.74
9	C9K-F1-SSD-BLANK	Cisco pluggable SSD storage	\$0.00	2	\$0.00
10	C9K-T1-FANTRAY	Catalyst 9500 Type 4 front to back cooling Fan	\$0.00	4	\$0.00
11	C9500-NW-A	C9500 Network Stack, Advantage	\$0.00	2	\$0.00
12	S9500UK9-1715	CAT9300/9400/9500/9600 UNIVERSAL	\$0.00	2	\$0.00
13	C9500-SSD-NONE	No SSD Card Selected	\$0.00	2	\$0.00
14	C9500-RFID-NONE	No RFID Selected	\$0.00	2	\$0.00
15	QSFP-100G-CU1M	100GBASE-CR4 Passive Copper Cable, 1m	\$103.80	4	\$415.20



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16	SFP-H10GB-CU1M	10GBASE-CU SFP+ Cable 1 Meter	\$42.14	2	\$84.28
17	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	2	\$0.00
Total:					\$50,605.60
C9200-48P-E					
18	C9200-48P-E	Catalyst 9200 48-port PoE+, Network Essentials	\$2,869.98	9	\$25,829.82
19	CON-SNT-C92048PE	SNTC-8X5XNBD Catalyst 9200 48-port PoE+, Network Esse	\$436.10	9 for 60 mo(s)	\$19,624.50
20	C9200-DNA-E-48	C9200 Cisco DNA Essentials, 48-Port Term Licenses	\$0.00	9	\$0.00
21	C9200-DNA-E-48-5Y	C9200 Cisco DNA Essentials, 48-Port, 5 Year Term License	\$962.22	9	\$8,659.98
22	C9200-NW-E-48	C9200 Network Essentials, 48-port license	\$0.00	9	\$0.00
23	C9200-NM-NONE	No Network Module Selected	\$0.00	9	\$0.00
24	PWR-C6-1KWAC/2	1KW AC Config 6 Power Supply - Secondary Power Supply	\$1,104.86	9	\$9,943.74
25	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	18	\$0.00
26	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	\$0.00	9	\$0.00
27	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	9	\$0.00
28	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	9	\$0.00
29	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	9	\$0.00
30	C9200-STACK-KIT	Cisco Catalyst 9200 Stack Module	\$698.03	9	\$6,282.27
31	STACK-T4-50CM	50CM Type 4 Stacking Cable	\$0.00	9	\$0.00
32	C9200-STACK	Catalyst 9200 Stack Module	\$0.00	18	\$0.00
Total:					\$70,340.31
C9200-NM-4X=					
33	C9200-NM-4X=	Catalyst 9200 4 x 10G Network Module	\$940.93	4	\$3,763.72
Total:					\$3,763.72
SFP-H10GB-CU3M=					
34	SFP-H10GB-CU3M=	10GBASE-CU SFP+ Cable 3 Meter	\$61.13	4	\$244.52
Total:					\$244.52
C9200-48P-E					
35	C9200-48P-E	Catalyst 9200 48-port PoE+, Network Essentials	\$2,869.98	3	\$8,609.94
36	CON-SNT-C92048PE	SNTC-8X5XNBD Catalyst 9200 48-port PoE+, Network Esse	\$436.10	3 for 60 mo(s)	\$6,541.50
37	C9200-DNA-E-48	C9200 Cisco DNA Essentials, 48-Port Term Licenses	\$0.00	3	\$0.00
38	C9200-DNA-E-48-5Y	C9200 Cisco DNA Essentials, 48-Port, 5 Year Term License	\$807.38	3	\$2,422.14
39	C9200-NW-E-48	C9200 Network Essentials, 48-port license	\$0.00	3	\$0.00
40	C9200-NM-NONE	No Network Module Selected	\$0.00	3	\$0.00
41	PWR-C6-1KWAC/2	1KW AC Config 6 Power Supply - Secondary Power Supply	\$838.17	3	\$2,514.51



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42	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	6	\$0.00
43	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	\$0.00	3	\$0.00
44	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	3	\$0.00
45	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	3	\$0.00
46	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	3	\$0.00
47	C9200-STACK-KIT	Cisco Catalyst 9200 Stack Module	\$529.54	3	\$1,588.62
48	STACK-T4-50CM	50CM Type 4 Stacking Cable	\$0.00	3	\$0.00
49	C9200-STACK	Catalyst 9200 Stack Module	\$0.00	6	\$0.00
				Total:	\$21,676.71
CAB-MCP-LC=					
50	CAB-MCP-LC=	Mode Conditioning Patch cable; LC connector	\$394.24	2	\$788.48
				Total:	\$788.48
SFP-10G-LRM=					
51	SFP-10G-LRM=	10GBASE-LRM SFP Module	\$489.19	2	\$978.38
				Total:	\$978.38
PWR-C6-1KWAC=					
52	PWR-C6-1KWAC=	1KW AC Config 6 Power Supply	\$888.97	3	\$2,666.91
53	NO-POWER-CORD	ECO friendly green option, no power cable will be shipped	\$0.00	3	\$0.00
				Total:	\$2,666.91
CAB-MCP-LC=					
54	CAB-MCP-LC=	Mode Conditioning Patch cable; LC connector	\$278.69	4	\$1,114.76
				Total:	\$1,114.76
SFP-10G-LRM=					
55	SFP-10G-LRM=	10GBASE-LRM SFP Module	\$489.19	4	\$1,956.76
				Total:	\$1,956.76
CAB-MCP-LC=					
56	CAB-MCP-LC=	Mode Conditioning Patch cable; LC connector	\$394.24	4	\$1,576.96
				Total:	\$1,576.96
SFP-10G-LRM=					
57	SFP-10G-LRM=	10GBASE-LRM SFP Module	\$489.19	4	\$1,956.76
				Total:	\$1,956.76
Total (CITY HALL):					\$157,669.87
POLICE					
C9200-48P-E					
58	C9200-48P-E	Catalyst 9200 48-port PoE+, Network Essentials	\$2,589.78	7	\$18,128.46
59	CON-SNT-C92048PE	SNTC-8X5XNBD Catalyst 9200 48-port PoE+, Network Esse	\$436.10	7 for 60 mo(s)	\$15,263.50
60	C9200-DNA-E-48	C9200 Cisco DNA Essentials, 48-Port Term Licenses	\$0.00	7	\$0.00



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61	C9200-DNA-E-48-5Y	C9200 Cisco DNA Essentials, 48-Port, 5 Year Term License	\$807.38	7	\$5,651.66
62	C9200-NW-E-48	C9200 Network Essentials, 48-port license	\$0.00	7	\$0.00
63	C9200-NM-NONE	No Network Module Selected	\$0.00	7	\$0.00
64	PWR-C6-1KWAC/2	1KW AC Config 6 Power Supply - Secondary Power Supply	\$1,473.15	7	\$10,312.05
65	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	14	\$0.00
66	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	\$0.00	7	\$0.00
67	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	7	\$0.00
68	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	7	\$0.00
69	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	7	\$0.00
70	C9200-STACK-KIT	Cisco Catalyst 9200 Stack Module	\$754.19	7	\$5,279.33
71	C9200-STACK	Catalyst 9200 Stack Module	\$0.00	14	\$0.00
72	STACK-T4-50CM	50CM Type 4 Stacking Cable	\$0.00	7	\$0.00
Total:					\$54,635.00
Total (POLICE):					\$54,635.00
COURT					
C9300-48P-A					
73	C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage	\$5,867.70	2	\$11,735.40
74	CON-L1NCD-C93004PA	CX LEVEL 1 8X7NCD Catalyst 9300 48port PoE Network Adva	\$917.92	2 for 60 mo(s)	\$9,179.20
75	C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	\$0.00	2	\$0.00
76	CON-L1SWT-C93A48	CX LEVEL 1 SW SUB C9300 DNA Advantage	\$166.50	2 for 60 mo(s)	\$1,665.00
77	C9300-DNA-A-48-5Y	C9300 DNA Advantage, 48-Port, 5 Year Term License	\$4,308.54	2	\$8,617.08
78	D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	\$0.00	2	\$0.00
79	D-DNAS-EXT-S-5Y	Cisco DNA Spaces Extend for Catalyst Switching - 5Year	\$0.00	2	\$0.00
80	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$0.00	2	\$0.00
81	TE-EMBEDDED-T-5Y	ThousandEyes - Enterprise Agents	\$0.00	2	\$0.00
82	C9300-NW-A-48	C9300 Network Advantage, 48-port license	\$0.00	2	\$0.00
83	PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	\$0.00	2	\$0.00
84	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	2	\$0.00
85	C9300-SSD-NONE	No SSD Card Selected	\$0.00	2	\$0.00
86	STACK-T1-50CM	50CM Type 1 Stacking Cable	\$68.61	2	\$137.22
87	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	\$65.18	2	\$130.36
88	TE-C9K-SW	TE agent for IOSXE on C9K	\$0.00	2	\$0.00



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89	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	\$0.00	2	\$0.00
90	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	2	\$0.00
91	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	2	\$0.00
92	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	\$1,598.67	2	\$3,197.34
93	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	2	\$0.00
94	C9300-SPS-NONE	No Secondary Power Supply Selected	\$0.00	2	\$0.00
95	S9300NPE-1715	Cisco Catalyst 9300 XE UNIVERSAL - NPE	\$0.00	2	\$0.00
				Total:	\$34,661.60
C9200-48P-E					
96	C9200-48P-E	Catalyst 9200 48-port PoE+, Network Essentials	\$2,869.98	1	\$2,869.98
97	CON-SNT-C92048PE	SNTC-8X5XNBD Catalyst 9200 48-port PoE+, Network Esse	\$436.10	1 for 60 mo(s)	\$2,180.50
98	C9200-DNA-E-48	C9200 Cisco DNA Essentials, 48-Port Term Licenses	\$0.00	1	\$0.00
99	C9200-DNA-E-48-5Y	C9200 Cisco DNA Essentials, 48-Port, 5 Year Term License	\$807.38	1	\$807.38
100	C9200-NW-E-48	C9200 Network Essentials, 48-port license	\$0.00	1	\$0.00
101	PWR-C6-1KWAC/2	1KW AC Config 6 Power Supply - Secondary Power Supply	\$887.97	1	\$887.97
102	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	2	\$0.00
103	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	\$0.00	1	\$0.00
104	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	1	\$0.00
105	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	1	\$0.00
106	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	1	\$0.00
107	C9200-NM-4X	Catalyst 9200 4 x 10G Network Module	\$940.93	1	\$940.93
108	C9200-STACK-KIT	Cisco Catalyst 9200 Stack Module	\$561.63	1	\$561.63
109	STACK-T4-50CM	50CM Type 4 Stacking Cable	\$0.00	1	\$0.00
110	C9200-STACK	Catalyst 9200 Stack Module	\$0.00	2	\$0.00
				Total:	\$8,248.39
SFP-H10GB-CU2M=					
111	SFP-H10GB-CU2M=	10GBASE-CU SFP+ Cable 2 Meter	\$61.13	2	\$122.26
				Total:	\$122.26
				Total (COURT):	\$43,032.25
WATER					
C9300-48P-A					
112	C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage	\$3,951.72	2	\$7,903.44
113	CON-L1NCD-C93004PA	CX LEVEL 1 8X7NCD Catalyst 9300 48port PoE Network Adva	\$856.72	2 for 60 mo(s)	\$8,567.20



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114	C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	\$0.00	2	\$0.00
115	CON-L1SWT-C93A48	CX LEVEL 1 SW SUB C9300 DNA Advantage	\$155.40	2 for 60 mo(s)	\$1,554.00
116	C9300-DNA-A-48-5Y	C9300 DNA Advantage, 48-Port, 5 Year Term License	\$2,711.41	2	\$5,422.82
117	D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	\$0.00	2	\$0.00
118	D-DNAS-EXT-S-5Y	Cisco DNA Spaces Extend for Catalyst Switching - 5Year	\$0.00	2	\$0.00
119	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$0.00	2	\$0.00
120	TE-EMBEDDED-T-5Y	ThousandEyes - Enterprise Agents	\$0.00	2	\$0.00
121	C9300-NW-A-48	C9300 Network Advantage, 48-port license	\$0.00	2	\$0.00
122	PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	\$0.00	2	\$0.00
123	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	2	\$0.00
124	C9300-SSD-NONE	No SSD Card Selected	\$0.00	2	\$0.00
125	STACK-T1-50CM	50CM Type 1 Stacking Cable	\$68.61	2	\$137.22
126	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	\$65.18	2	\$130.36
127	TE-C9K-SW	TE agent for IOSXE on C9K	\$0.00	2	\$0.00
128	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	\$0.00	2	\$0.00
129	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	2	\$0.00
130	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	2	\$0.00
131	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	2	\$0.00
132	C9300-SPS-NONE	No Secondary Power Supply Selected	\$0.00	2	\$0.00
133	NM-BLANK-T1	Cisco Catalyst Type 1 Network Module Blank	\$0.00	2	\$0.00
134	C9300-NM-NONE	No Network Module Selected	\$0.00	2	\$0.00
135	S9300NPE-1715	Cisco Catalyst 9300 XE UNIVERSAL - NPE	\$0.00	2	\$0.00
Total:					\$23,715.04
C9300-NM-8X=					
136	C9300-NM-8X=	Catalyst 9300 8 x 10GE Network Module, spare	\$1,470.24	1	\$1,470.24
Total:					\$1,470.24
Total (WATER):					\$25,185.28
WWTP					
C9300-48P-A					
137	C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage	\$3,951.72	3	\$11,855.16
138	CON-L1NCD-C93004PA	CX LEVEL 1 8X7NCD Catalyst 9300 48port PoE Network Adva	\$856.72	3 for 60 mo(s)	\$12,850.80
139	C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	\$0.00	3	\$0.00



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140	CON-L1SWT-C93A48	CX LEVEL 1 SW SUB C9300 DNA Advantage	\$155.40	3 for 60 mo(s)	\$2,331.00
141	C9300-DNA-A-48-5Y	C9300 DNA Advantage, 48-Port, 5 Year Term License	\$2,711.41	3	\$8,134.23
142	D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	\$0.00	3	\$0.00
143	D-DNAS-EXT-S-5Y	Cisco DNA Spaces Extend for Catalyst Switching - 5Year	\$0.00	3	\$0.00
144	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$0.00	3	\$0.00
145	TE-EMBEDDED-T-5Y	ThousandEyes - Enterprise Agents	\$0.00	3	\$0.00
146	C9300-NW-A-48	C9300 Network Advantage, 48-port license	\$0.00	3	\$0.00
147	PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	\$0.00	3	\$0.00
148	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	3	\$0.00
149	C9300-SSD-NONE	No SSD Card Selected	\$0.00	3	\$0.00
150	STACK-T1-50CM	50CM Type 1 Stacking Cable	\$68.61	3	\$205.83
151	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	\$65.18	3	\$195.54
152	TE-C9K-SW	TE agent for IOSXE on C9K	\$0.00	3	\$0.00
153	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	\$0.00	3	\$0.00
154	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	3	\$0.00
155	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	3	\$0.00
156	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	\$1,417.69	3	\$4,253.07
157	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	3	\$0.00
158	C9300-SPS-NONE	No Secondary Power Supply Selected	\$0.00	3	\$0.00
159	S9300NPE-1715	Cisco Catalyst 9300 XE UNIVERSAL - NPE	\$0.00	3	\$0.00
Total:					\$39,825.63
C9200-48P-E					
160	C9200-48P-E	Catalyst 9200 48-port PoE+, Network Essentials	\$3,043.91	1	\$3,043.91
161	CON-L1NCD-C92048PE	CX LEVEL 1 8X7NCDcatalyst 9200 48port PoE Network Esse	\$666.00	1 for 60 mo(s)	\$3,330.00
162	C9200-DNA-E-48	C9200 Cisco DNA Essentials, 48-Port Term Licenses	\$0.00	1	\$0.00
163	CON-L1SWT-C92E48	CX LEVEL 1 SW SUB C9200 Cisco DNA Esse	\$56.25	1 for 60 mo(s)	\$281.25
164	C9200-DNA-E-48-5Y	C9200 Cisco DNA Essentials, 48-Port, 5 Year Term License	\$1,282.97	1	\$1,282.97
165	C9200-NW-E-48	C9200 Network Essentials, 48-port license	\$0.00	1	\$0.00
166	C9200-NM-NONE	No Network Module Selected	\$0.00	1	\$0.00
167	PWR-C6-1KWAC/2	1KW AC Config 6 Power Supply - Secondary Power Supply	\$1,473.15	1	\$1,473.15
168	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	2	\$0.00
169	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	\$0.00	1	\$0.00



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170	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	1	\$0.00
171	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	1	\$0.00
172	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	1	\$0.00
Total:					\$9,411.28
SFP-10G-SR=					
173	SFP-10G-SR=	10GBASE-SR SFP Module	\$427.18	2	\$854.36
Total:					\$854.36
Total (WWTP):					\$50,091.27
FIRE ADMIN/FIRE2					
C9300-48P-A					
174	C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage	\$5,867.70	2	\$11,735.40
175	CON-L1NCD-C93004PA	CX LEVEL 1 8X7NCD Catalyst 9300 48port PoE Network Adva	\$917.92	2 for 60 mo(s)	\$9,179.20
176	C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	\$0.00	2	\$0.00
177	CON-L1SWT-C93A48	CX LEVEL 1 SW SUB C9300 DNA Advantage	\$166.50	2 for 60 mo(s)	\$1,665.00
178	C9300-DNA-A-48-5Y	C9300 DNA Advantage, 48-Port, 5 Year Term License	\$4,308.54	2	\$8,617.08
179	D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	\$0.00	2	\$0.00
180	D-DNAS-EXT-S-5Y	Cisco DNA Spaces Extend for Catalyst Switching - 5Year	\$0.00	2	\$0.00
181	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$0.00	2	\$0.00
182	TE-EMBEDDED-T-5Y	ThousandEyes - Enterprise Agents	\$0.00	2	\$0.00
183	C9300-NW-A-48	C9300 Network Advantage, 48-port license	\$0.00	2	\$0.00
184	PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	\$0.00	2	\$0.00
185	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	2	\$0.00
186	C9300-SSD-NONE	No SSD Card Selected	\$0.00	2	\$0.00
187	TE-C9K-SW	TE agent for IOSXE on C9K	\$0.00	2	\$0.00
188	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	\$0.00	2	\$0.00
189	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	2	\$0.00
190	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	2	\$0.00
191	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	2	\$0.00
192	S9300NPE-1715	Cisco Catalyst 9300 XE UNIVERSAL - NPE	\$0.00	2	\$0.00
193	C9300-SPS-NONE	No Secondary Power Supply Selected	\$0.00	2	\$0.00
194	STACK-T1-50CM	50CM Type 1 Stacking Cable	\$68.61	2	\$137.22
195	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	\$65.18	2	\$130.36



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196	NM-BLANK-T1	Cisco Catalyst Type 1 Network Module Blank	\$0.00	2	\$0.00
197	C9300-NM-NONE	No Network Module Selected	\$0.00	2	\$0.00
Total:					\$31,464.26
C9200-24P-E					
198	C9200-24P-E	Catalyst 9200 24-port PoE+, Network Essentials	\$1,366.23	1	\$1,366.23
199	CON-L1NCD-C920024P	CX LEVEL 1 8X7NCD Catalyst 9200 24port PoE Network Esse	\$317.25	1 for 60 mo(s)	\$1,586.25
200	C9200-DNA-E-24	C9200 Cisco DNA Essentials, 24-Port Term Licenses	\$0.00	1	\$0.00
201	CON-L1SWT-C92E24	CX LEVEL 1 SW SUB C9200 Cisco DNA Esse	\$30.75	1 for 60 mo(s)	\$153.75
202	C9200-DNA-E-24-5Y	C9200 Cisco DNA Essentials, 24-Port, 5 Year Term License	\$398.31	1	\$398.31
203	C9200-NW-E-24	C9200 Network Essentials, 24-port license	\$0.00	1	\$0.00
204	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	2	\$0.00
205	C9200-NM-4X	Catalyst 9200 4 x 10G Network Module	\$2,502.32	1	\$2,502.32
206	PWR-C6-600WAC/2	600W AC Config 6 Power Supply - Secondary Power Supply	\$887.17	1	\$887.17
207	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	\$0.00	1	\$0.00
208	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	1	\$0.00
209	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	1	\$0.00
210	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	1	\$0.00
211	C9200-STACK-KIT	Cisco Catalyst 9200 Stack Module	\$529.54	1	\$529.54
212	STACK-T4-50CM	50CM Type 4 Stacking Cable	\$0.00	1	\$0.00
213	C9200-STACK	Catalyst 9200 Stack Module	\$0.00	2	\$0.00
Total:					\$7,423.57
Total (FIRE ADMIN/FIRE2):					\$38,887.83
CIVIC CENTER SOUTH					
C9300-48P-A					
214	C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage	\$5,867.70	2	\$11,735.40
215	CON-L1NCD-C93004PA	CX LEVEL 1 8X7NCD Catalyst 9300 48port PoE Network Adva	\$917.92	2 for 60 mo(s)	\$9,179.20
216	C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	\$0.00	2	\$0.00
217	CON-L1SWT-C93A48	CX LEVEL 1 SW SUB C9300 DNA Advantage	\$166.50	2 for 60 mo(s)	\$1,665.00
218	C9300-DNA-A-48-5Y	C9300 DNA Advantage, 48-Port, 5 Year Term License	\$4,308.54	2	\$8,617.08
219	D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	\$0.00	2	\$0.00
220	D-DNAS-EXT-S-5Y	Cisco DNA Spaces Extend for Catalyst Switching - 5Year	\$0.00	2	\$0.00
221	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$0.00	2	\$0.00



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222	TE-EMBEDDED-T-5Y	ThousandEyes - Enterprise Agents	\$0.00	2	\$0.00
223	C9300-NW-A-48	C9300 Network Advantage, 48-port license	\$0.00	2	\$0.00
224	PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	\$0.00	2	\$0.00
225	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	2	\$0.00
226	C9300-SSD-NONE	No SSD Card Selected	\$0.00	2	\$0.00
227	STACK-T1-50CM	50CM Type 1 Stacking Cable	\$68.61	2	\$137.22
228	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	\$65.18	2	\$130.36
229	TE-C9K-SW	TE agent for IOSXE on C9K	\$0.00	2	\$0.00
230	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	\$0.00	2	\$0.00
231	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	2	\$0.00
232	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	2	\$0.00
233	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	2	\$0.00
234	C9300-SPS-NONE	No Secondary Power Supply Selected	\$0.00	2	\$0.00
235	S9300NPE-1715	Cisco Catalyst 9300 XE UNIVERSAL - NPE	\$0.00	2	\$0.00
236	NM-BLANK-T1	Cisco Catalyst Type 1 Network Module Blank	\$0.00	2	\$0.00
237	C9300-NM-NONE	No Network Module Selected	\$0.00	2	\$0.00
				Total:	\$31,464.26
C9300-NM-8X=					
238	C9300-NM-8X=	Catalyst 9300 8 x 10GE Network Module, spare	\$1,657.93	1	\$1,657.93
				Total:	\$1,657.93
Total (CIVIC CENTER SOUTH):					\$33,122.19
WCC					
C9300-48P-A					
239	C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage	\$3,951.72	1	\$3,951.72
240	CON-L1NCD-C93004PA	CX LEVEL 1 8X7NCD Catalyst 9300 48port PoE Network Adva	\$917.92	1 for 60 mo(s)	\$4,589.60
241	C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	\$0.00	1	\$0.00
242	CON-L1SWT-C93A48	CX LEVEL 1 SW SUB C9300 DNA Advantage	\$166.50	1 for 60 mo(s)	\$832.50
243	C9300-DNA-A-48-5Y	C9300 DNA Advantage, 48-Port, 5 Year Term License	\$2,711.41	1	\$2,711.41
244	D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	\$0.00	1	\$0.00
245	D-DNAS-EXT-S-5Y	Cisco DNA Spaces Extend for Catalyst Switching - 5Year	\$0.00	1	\$0.00
246	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$0.00	1	\$0.00
247	TE-EMBEDDED-T-5Y	ThousandEyes - Enterprise Agents	\$0.00	1	\$0.00

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248	C9300-NW-A-48	C9300 Network Advantage, 48-port license	\$0.00	1	\$0.00
249	PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	\$0.00	1	\$0.00
250	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	1	\$0.00
251	C9300-SSD-NONE	No SSD Card Selected	\$0.00	1	\$0.00
252	STACK-T1-50CM	50CM Type 1 Stacking Cable	\$68.61	1	\$68.61
253	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	\$65.18	1	\$65.18
254	TE-C9K-SW	TE agent for IOSXE on C9K	\$0.00	1	\$0.00
255	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	\$0.00	1	\$0.00
256	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	1	\$0.00
257	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	1	\$0.00
258	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	\$1,055.73	1	\$1,055.73
259	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	1	\$0.00
260	C9300-SPS-NONE	No Secondary Power Supply Selected	\$0.00	1	\$0.00
261	S9300NPE-1715	Cisco Catalyst 9300 XE UNIVERSAL - NPE	\$0.00	1	\$0.00
				Total:	\$13,274.75
C9300-48UXM-A					
262	C9300-48UXM-A	Catalyst 9300 48-port(12 mGig, 36 2.5Gbps) Network Advantage	\$5,294.39	1	\$5,294.39
263	CON-L1NCD-C93A048M	CX LEVEL 1 8X7NCD Catalyst 9300 48port12 mGig 36 25Gbp	\$1,228.40	1 for 60 mo(s)	\$6,142.00
264	C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	\$0.00	1	\$0.00
265	CON-L1SWT-C93A48	CX LEVEL 1 SW SUB C9300 DNA Advantage	\$166.50	1 for 60 mo(s)	\$832.50
266	C9300-DNA-A-48-5Y	C9300 DNA Advantage, 48-Port, 5 Year Term License	\$2,711.41	1	\$2,711.41
267	D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	\$0.00	1	\$0.00
268	D-DNAS-EXT-S-5Y	Cisco DNA Spaces Extend for Catalyst Switching - 5Year	\$0.00	1	\$0.00
269	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$0.00	1	\$0.00
270	TE-EMBEDDED-T-5Y	ThousandEyes - Enterprise Agents	\$0.00	1	\$0.00
271	C9300-NW-A-48	C9300 Network Advantage, 48-port license	\$0.00	1	\$0.00
272	PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	\$0.00	1	\$0.00
273	C9300-SPS-NONE	No Secondary Power Supply Selected	\$0.00	1	\$0.00
274	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	1	\$0.00
275	NO-POWER-CORD	ECO friendly green option, no power cable will be shipped	\$0.00	1	\$0.00
276	C9300-SSD-NONE	No SSD Card Selected	\$0.00	1	\$0.00
277	STACK-T1-50CM	50CM Type 1 Stacking Cable	\$68.61	1	\$68.61



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278	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	\$65.18	1	\$65.18
279	TE-C9K-SW	TE agent for IOSXE on C9K	\$0.00	1	\$0.00
280	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	\$0.00	1	\$0.00
281	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	1	\$0.00
282	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	1	\$0.00
283	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	\$1,417.69	1	\$1,417.69
284	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	1	\$0.00
285	S9300NPE-1715	Cisco Catalyst 9300 XE UNIVERSAL - NPE	\$0.00	1	\$0.00
Total:					\$16,531.78
STACK-T1-1M=					
286	STACK-T1-1M=	1M Type 1 Stacking Cable	\$138.20	2	\$276.40
Total:					\$276.40
CAB-SPWR-150CM=					
287	CAB-SPWR-150CM=	Catalyst Stack Power Cable 150 CM Spare	\$155.21	2	\$310.42
Total:					\$310.42
CAB-MCP-LC=					
288	CAB-MCP-LC=	Mode Conditioning Patch cable; LC connector	\$394.24	4	\$1,576.96
Total:					\$1,576.96
SFP-10G-LRM=					
289	SFP-10G-LRM=	10GBASE-LRM SFP Module	\$489.19	4	\$1,956.76
Total:					\$1,956.76
CAB-MCP-LC=					
290	CAB-MCP-LC=	Mode Conditioning Patch cable; LC connector	\$394.24	2	\$788.48
Total:					\$788.48
SFP-10G-LRM=					
291	SFP-10G-LRM=	10GBASE-LRM SFP Module	\$489.19	2	\$978.38
Total:					\$978.38
C9200-48P-E					
292	C9200-48P-E	Catalyst 9200 48-port PoE+, Network Essentials	\$3,043.91	1	\$3,043.91
293	CON-SNT-C92048PE	SNTC-8X5XNBD Catalyst 9200 48-port PoE+, Network Esse	\$467.25	1 for 60 mo(s)	\$2,336.25
294	C9200-DNA-E-48	C9200 Cisco DNA Essentials, 48-Port Term Licenses	\$0.00	1	\$0.00
295	C9200-DNA-E-48-5Y	C9200 Cisco DNA Essentials, 48-Port, 5 Year Term License	\$1,282.97	1	\$1,282.97
296	C9200-NW-E-48	C9200 Network Essentials, 48-port license	\$0.00	1	\$0.00
297	PWR-C6-1KWAC/2	1KW AC Config 6 Power Supply - Secondary Power Supply	\$1,473.15	1	\$1,473.15
298	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	2	\$0.00
299	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	\$0.00	1	\$0.00
300	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	1	\$0.00



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301	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	1	\$0.00
302	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	1	\$0.00
303	C9200-NM-4X	Catalyst 9200 4 x 10G Network Module	\$940.93	1	\$940.93
Total:					\$9,077.21
Total (WCC):					\$44,771.14
SANITATION					
C9300-24P-A					
304	C9300-24P-A	Catalyst 9300 24-port PoE+, Network Advantage	\$3,182.13	1	\$3,182.13
305	CON-L1NCD-C93002PA	CX LEVEL 1 8X7NCD Catalyst 9300 24port PoE Network Adva	\$524.31	1 for 60 mo(s)	\$2,621.55
306	C9300-DNA-A-24	C9300 DNA Advantage, 24-port Term Licenses	\$0.00	1	\$0.00
307	CON-L1SWT-C93A24	CX LEVEL 1 SW SUB C9300 DNA Advantage	\$88.50	1 for 60 mo(s)	\$442.50
308	C9300-DNA-A-24-5Y	C9300 DNA Advantage, 24-Port, 5 Year Term License	\$2,298.34	1	\$2,298.34
309	D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	\$0.00	1	\$0.00
310	D-DNAS-EXT-S-5Y	Cisco DNA Spaces Extend for Catalyst Switching - 5Year	\$0.00	1	\$0.00
311	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$0.00	1	\$0.00
312	TE-EMBEDDED-T-5Y	ThousandEyes - Enterprise Agents	\$0.00	1	\$0.00
313	C9300-NW-A-24	C9300 Network Advantage, 24-port license	\$0.00	1	\$0.00
314	SC9300UK9-1712	Cisco Catalyst 9300 XE 17.12 UNIVERSAL	\$0.00	1	\$0.00
315	PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	\$0.00	1	\$0.00
316	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	2	\$0.00
317	C9300-SSD-NONE	No SSD Card Selected	\$0.00	1	\$0.00
318	TE-C9K-SW	TE agent for IOSXE on C9K	\$0.00	1	\$0.00
319	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	\$0.00	1	\$0.00
320	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	1	\$0.00
321	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	1	\$0.00
322	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	1	\$0.00
323	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	\$1,598.67	1	\$1,598.67
324	PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	\$1,528.88	1	\$1,528.88
325	C9300-STACK-NONE	No Stack Cable Selected	\$0.00	1	\$0.00
326	C9300-SPWR-NONE	No Stack Power Cable Selected	\$0.00	1	\$0.00
Total:					\$11,672.07
Total (SANITATION):					\$11,672.07



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FIRE 5 OLD					
C9300-24P-A					
327	C9300-24P-A	Catalyst 9300 24-port PoE+, Network Advantage	\$3,182.13	1	\$3,182.13
328	CON-L1NCD-C93002PA	CX LEVEL 1 8X7NCD Catalyst 9300 24port PoE Network Adva	\$524.31	1 for 60 mo(s)	\$2,621.55
329	C9300-DNA-A-24	C9300 DNA Advantage, 24-port Term Licenses	\$0.00	1	\$0.00
330	CON-L1SWT-C93A24	CX LEVEL 1 SW SUB C9300 DNA Advantage	\$88.50	1 for 60 mo(s)	\$442.50
331	C9300-DNA-A-24-5Y	C9300 DNA Advantage, 24-Port, 5 Year Term License	\$2,298.34	1	\$2,298.34
332	D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	\$0.00	1	\$0.00
333	D-DNAS-EXT-S-5Y	Cisco DNA Spaces Extend for Catalyst Switching - 5Year	\$0.00	1	\$0.00
334	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$0.00	1	\$0.00
335	TE-EMBEDDED-T-5Y	ThousandEyes - Enterprise Agents	\$0.00	1	\$0.00
336	C9300-NW-A-24	C9300 Network Advantage, 24-port license	\$0.00	1	\$0.00
337	SC9300UK9-1712	Cisco Catalyst 9300 XE 17.12 UNIVERSAL	\$0.00	1	\$0.00
338	PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	\$0.00	1	\$0.00
339	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	2	\$0.00
340	C9300-SSD-NONE	No SSD Card Selected	\$0.00	1	\$0.00
341	TE-C9K-SW	TE agent for IOSXE on C9K	\$0.00	1	\$0.00
342	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	\$0.00	1	\$0.00
343	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	1	\$0.00
344	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	1	\$0.00
345	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	1	\$0.00
346	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	\$1,598.67	1	\$1,598.67
347	PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	\$857.59	1	\$857.59
348	C9300-STACK-NONE	No Stack Cable Selected	\$0.00	1	\$0.00
349	C9300-SPWR-NONE	No Stack Power Cable Selected	\$0.00	1	\$0.00
Total:					\$11,000.78
Total (FIRE 5 OLD):					\$11,000.78
DPW					
C9300-24P-A					
350	C9300-24P-A	Catalyst 9300 24-port PoE+, Network Advantage	\$3,182.13	1	\$3,182.13
351	CON-L1NCD-C93002PA	CX LEVEL 1 8X7NCD Catalyst 9300 24port PoE Network Adva	\$542.31	1 for 60 mo(s)	\$2,711.55
352	C9300-DNA-A-24	C9300 DNA Advantage, 24-port Term Licenses	\$0.00	1	\$0.00



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353	CON-L1SWT-C93A24	CX LEVEL 1 SW SUB C9300 DNA Advantage	\$88.50	1 for 60 mo(s)	\$442.50
354	C9300-DNA-A-24-5Y	C9300 DNA Advantage, 24-Port, 5 Year Term License	\$2,298.34	1	\$2,298.34
355	D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	\$0.00	1	\$0.00
356	D-DNAS-EXT-S-5Y	Cisco DNA Spaces Extend for Catalyst Switching - 5Year	\$0.00	1	\$0.00
357	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$0.00	1	\$0.00
358	TE-EMBEDDED-T-5Y	ThousandEyes - Enterprise Agents	\$0.00	1	\$0.00
359	C9300-NW-A-24	C9300 Network Advantage, 24-port license	\$0.00	1	\$0.00
360	SC9300UK9-1712	Cisco Catalyst 9300 XE 17.12 UNIVERSAL	\$0.00	1	\$0.00
361	PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	\$0.00	1	\$0.00
362	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	2	\$0.00
363	C9300-SSD-NONE	No SSD Card Selected	\$0.00	1	\$0.00
364	TE-C9K-SW	TE agent for IOSXE on C9K	\$0.00	1	\$0.00
365	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	\$0.00	1	\$0.00
366	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	1	\$0.00
367	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	1	\$0.00
368	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	1	\$0.00
369	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	\$1,598.67	1	\$1,598.67
370	PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	\$857.59	1	\$857.59
371	C9300-STACK-NONE	No Stack Cable Selected	\$0.00	1	\$0.00
372	C9300-SPWR-NONE	No Stack Power Cable Selected	\$0.00	1	\$0.00
Total:					\$11,090.78
Total (DPW):					\$11,090.78
WWTB BASIN					
PWR-C1-715WAC-P=					
373	PWR-C1-715WAC-P=	715W AC 80+ platinum Config 1 Power Supply Spare	\$857.59	1	\$857.59
374	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	1	\$0.00
Total:					\$857.59
Total (WWTB BASIN):					\$857.59
WWTP 9 MILE					
C9300-24P-A					
375	C9300-24P-A	Catalyst 9300 24-port PoE+, Network Advantage	\$3,182.13	1	\$3,182.13
376	CON-L1NCD-C93002PA	CX LEVEL 1 8X7NCDcatalyst 9300 24port PoE Network Adva	\$542.31	1 for 60 mo(s)	\$2,711.55



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377	C9300-DNA-A-24	C9300 DNA Advantage, 24-port Term Licenses	\$0.00	1	\$0.00
378	CON-L1SWT-C93A24	CX LEVEL 1 SW SUB C9300 DNA Advantage	\$88.50	1 for 60 mo(s)	\$442.50
379	C9300-DNA-A-24-5Y	C9300 DNA Advantage, 24-Port, 5 Year Term License	\$2,298.34	1	\$2,298.34
380	D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	\$0.00	1	\$0.00
381	D-DNAS-EXT-S-5Y	Cisco DNA Spaces Extend for Catalyst Switching - 5Year	\$0.00	1	\$0.00
382	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$0.00	1	\$0.00
383	TE-EMBEDDED-T-5Y	ThousandEyes - Enterprise Agents	\$0.00	1	\$0.00
384	C9300-NW-A-24	C9300 Network Advantage, 24-port license	\$0.00	1	\$0.00
385	SC9300UK9-1712	Cisco Catalyst 9300 XE 17.12 UNIVERSAL	\$0.00	1	\$0.00
386	PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	\$0.00	1	\$0.00
387	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	2	\$0.00
388	C9300-SSD-NONE	No SSD Card Selected	\$0.00	1	\$0.00
389	TE-C9K-SW	TE agent for IOSXE on C9K	\$0.00	1	\$0.00
390	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	\$0.00	1	\$0.00
391	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	1	\$0.00
392	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	1	\$0.00
393	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	1	\$0.00
394	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	\$1,598.67	1	\$1,598.67
395	PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	\$857.59	1	\$857.59
396	C9300-STACK-NONE	No Stack Cable Selected	\$0.00	1	\$0.00
397	C9300-SPWR-NONE	No Stack Power Cable Selected	\$0.00	1	\$0.00
Total:					\$11,090.78
Total (WWTP 9 MILE):					\$11,090.78
OWEN JACKS					
C9300-24P-A					
398	C9300-24P-A	Catalyst 9300 24-port PoE+, Network Advantage	\$2,333.57	1	\$2,333.57
399	CON-L1NCD-C93002PA	CX LEVEL 1 8X7NCD Catalyst 9300 24port PoE Network Adva	\$542.31	1 for 60 mo(s)	\$2,711.55
400	C9300-DNA-A-24	C9300 DNA Advantage, 24-port Term Licenses	\$0.00	1	\$0.00
401	CON-L1SWT-C93A24	CX LEVEL 1 SW SUB C9300 DNA Advantage	\$88.50	1 for 60 mo(s)	\$442.50
402	C9300-DNA-A-24-5Y	C9300 DNA Advantage, 24-Port, 5 Year Term License	\$1,446.37	1	\$1,446.37
403	D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	\$0.00	1	\$0.00
404	D-DNAS-EXT-S-5Y	Cisco DNA Spaces Extend for Catalyst Switching - 5Year	\$0.00	1	\$0.00



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405	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$0.00	1	\$0.00
406	TE-EMBEDDED-T-5Y	ThousandEyes - Enterprise Agents	\$0.00	1	\$0.00
407	C9300-NW-A-24	C9300 Network Advantage, 24-port license	\$0.00	1	\$0.00
408	SC9300UK9-1712	Cisco Catalyst 9300 XE 17.12 UNIVERSAL	\$0.00	1	\$0.00
409	PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	\$0.00	1	\$0.00
410	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	2	\$0.00
411	C9300-SSD-NONE	No SSD Card Selected	\$0.00	1	\$0.00
412	TE-C9K-SW	TE agent for IOSXE on C9K	\$0.00	1	\$0.00
413	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	\$0.00	1	\$0.00
414	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	1	\$0.00
415	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	1	\$0.00
416	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	1	\$0.00
417	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	\$1,598.67	1	\$1,598.67
418	PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	\$857.59	1	\$857.59
419	C9300-STACK-NONE	No Stack Cable Selected	\$0.00	1	\$0.00
420	C9300-SPWR-NONE	No Stack Power Cable Selected	\$0.00	1	\$0.00
				Total:	\$9,390.25
				Total (OWEN JACKS):	\$9,390.25
FIRE 1					
C9300-24P-A					
421	C9300-24P-A	Catalyst 9300 24-port PoE+, Network Advantage	\$3,182.13	1	\$3,182.13
422	CON-L1NCD-C93002PA	CX LEVEL 1 8X7NCDcatalyst 9300 24port PoE Network Adva	\$542.31	1 for 60 mo(s)	\$2,711.55
423	C9300-DNA-A-24	C9300 DNA Advantage, 24-port Term Licenses	\$0.00	1	\$0.00
424	CON-L1SWT-C93A24	CX LEVEL 1 SW SUB C9300 DNA Advantage	\$88.50	1 for 60 mo(s)	\$442.50
425	C9300-DNA-A-24-5Y	C9300 DNA Advantage, 24-Port, 5 Year Term License	\$2,298.34	1	\$2,298.34
426	D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	\$0.00	1	\$0.00
427	D-DNAS-EXT-S-5Y	Cisco DNA Spaces Extend for Catalyst Switching - 5Year	\$0.00	1	\$0.00
428	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$0.00	1	\$0.00
429	TE-EMBEDDED-T-5Y	ThousandEyes - Enterprise Agents	\$0.00	1	\$0.00
430	C9300-NW-A-24	C9300 Network Advantage, 24-port license	\$0.00	1	\$0.00
431	SC9300UK9-1712	Cisco Catalyst 9300 XE 17.12 UNIVERSAL	\$0.00	1	\$0.00
432	PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	\$0.00	1	\$0.00



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433	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	2	\$0.00
434	C9300-SSD-NONE	No SSD Card Selected	\$0.00	1	\$0.00
435	TE-C9K-SW	TE agent for IOSXE on C9K	\$0.00	1	\$0.00
436	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	\$0.00	1	\$0.00
437	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	1	\$0.00
438	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	1	\$0.00
439	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	1	\$0.00
440	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	\$1,598.67	1	\$1,598.67
441	PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	\$857.59	1	\$857.59
442	C9300-STACK-NONE	No Stack Cable Selected	\$0.00	1	\$0.00
443	C9300-SPWR-NONE	No Stack Power Cable Selected	\$0.00	1	\$0.00
Total:					\$11,090.78
Total (FIRE 1):					\$11,090.78
FITZ REC					
C9300-24P-A					
444	C9300-24P-A	Catalyst 9300 24-port PoE+, Network Advantage	\$3,182.13	1	\$3,182.13
445	CON-L1NCD-C93002PA	CX LEVEL 1 8X7NCDcatalyst 9300 24port PoE Network Adva	\$542.31	1 for 60 mo(s)	\$2,711.55
446	C9300-DNA-A-24	C9300 DNA Advantage, 24-port Term Licenses	\$0.00	1	\$0.00
447	CON-L1SWT-C93A24	CX LEVEL 1 SW SUB C9300 DNA Advantage	\$88.50	1 for 60 mo(s)	\$442.50
448	C9300-DNA-A-24-5Y	C9300 DNA Advantage, 24-Port, 5 Year Term License	\$2,298.34	1	\$2,298.34
449	D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	\$0.00	1	\$0.00
450	D-DNAS-EXT-S-5Y	Cisco DNA Spaces Extend for Catalyst Switching - 5Year	\$0.00	1	\$0.00
451	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$0.00	1	\$0.00
452	TE-EMBEDDED-T-5Y	ThousandEyes - Enterprise Agents	\$0.00	1	\$0.00
453	C9300-NW-A-24	C9300 Network Advantage, 24-port license	\$0.00	1	\$0.00
454	SC9300UK9-1712	Cisco Catalyst 9300 XE 17.12 UNIVERSAL	\$0.00	1	\$0.00
455	PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	\$0.00	1	\$0.00
456	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	2	\$0.00
457	C9300-SSD-NONE	No SSD Card Selected	\$0.00	1	\$0.00
458	TE-C9K-SW	TE agent for IOSXE on C9K	\$0.00	1	\$0.00
459	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	\$0.00	1	\$0.00
460	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	1	\$0.00



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461	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	1	\$0.00
462	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	1	\$0.00
463	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	\$1,598.67	1	\$1,598.67
464	PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	\$857.59	1	\$857.59
465	C9300-STACK-NONE	No Stack Cable Selected	\$0.00	1	\$0.00
466	C9300-SPWR-NONE	No Stack Power Cable Selected	\$0.00	1	\$0.00
Total:					\$11,090.78
Total (FITZ REC):					\$11,090.78
BUSCH LIBRARY					
C9300-48P-A					
467	C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage	\$5,867.70	1	\$5,867.70
468	CON-SNT-C93004PA	SNTC-8X5XNBD Catalyst 9300 48-port PoE+, Network Adva	\$858.20	1 for 60 mo(s)	\$4,291.00
469	C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	\$0.00	1	\$0.00
470	C9300-DNA-A-48-5Y	C9300 DNA Advantage, 48-Port, 5 Year Term License	\$4,308.54	1	\$4,308.54
471	D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	\$0.00	1	\$0.00
472	D-DNAS-EXT-S-5Y	Cisco DNA Spaces Extend for Catalyst Switching - 5Year	\$0.00	1	\$0.00
473	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$0.00	1	\$0.00
474	TE-EMBEDDED-T-5Y	ThousandEyes - Enterprise Agents	\$0.00	1	\$0.00
475	C9300-NW-A-48	C9300 Network Advantage, 48-port license	\$0.00	1	\$0.00
476	SC9300UK9-1712	Cisco Catalyst 9300 XE 17.12 UNIVERSAL	\$0.00	1	\$0.00
477	PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	\$0.00	1	\$0.00
478	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	2	\$0.00
479	C9300-SSD-NONE	No SSD Card Selected	\$0.00	1	\$0.00
480	TE-C9K-SW	TE agent for IOSXE on C9K	\$0.00	1	\$0.00
481	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	\$0.00	1	\$0.00
482	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	1	\$0.00
483	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	1	\$0.00
484	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	\$1,598.67	1	\$1,598.67
485	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	1	\$0.00
486	PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	\$857.49	1	\$857.49
487	C9300-STACK-NONE	No Stack Cable Selected	\$0.00	1	\$0.00
488	C9300-SPWR-NONE	No Stack Power Cable Selected	\$0.00	1	\$0.00



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					Total:	\$16,923.40
					Total (BUSCH LIBRARY):	\$16,923.40
FIRE 3						
C9300-24P-A						
489	C9300-24P-A	Catalyst 9300 24-port PoE+, Network Advantage	\$2,333.57	1		\$2,333.57
490	CON-L1NCD-C93002PA	CX LEVEL 1 8X7NCD Catalyst 9300 24port PoE Network Adva	\$542.31	1 for 60 mo(s)		\$2,711.55
491	C9300-DNA-A-24	C9300 DNA Advantage, 24-port Term Licenses	\$0.00	1		\$0.00
492	CON-L1SWT-C93A24	CX LEVEL 1 SW SUB C9300 DNA Advantage	\$88.50	1 for 60 mo(s)		\$442.50
493	C9300-DNA-A-24-5Y	C9300 DNA Advantage, 24-Port, 5 Year Term License	\$1,446.37	1		\$1,446.37
494	D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	\$0.00	1		\$0.00
495	D-DNAS-EXT-S-5Y	Cisco DNA Spaces Extend for Catalyst Switching - 5Year	\$0.00	1		\$0.00
496	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$0.00	1		\$0.00
497	TE-EMBEDDED-T-5Y	ThousandEyes - Enterprise Agents	\$0.00	1		\$0.00
498	C9300-NW-A-24	C9300 Network Advantage, 24-port license	\$0.00	1		\$0.00
499	SC9300UK9-1712	Cisco Catalyst 9300 XE 17.12 UNIVERSAL	\$0.00	1		\$0.00
500	PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	\$0.00	1		\$0.00
501	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	2		\$0.00
502	C9300-SSD-NONE	No SSD Card Selected	\$0.00	1		\$0.00
503	TE-C9K-SW	TE agent for IOSXE on C9K	\$0.00	1		\$0.00
504	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	\$0.00	1		\$0.00
505	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	1		\$0.00
506	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	1		\$0.00
507	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	1		\$0.00
508	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	\$1,598.67	1		\$1,598.67
509	PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	\$857.59	1		\$857.59
510	C9300-STACK-NONE	No Stack Cable Selected	\$0.00	1		\$0.00
511	C9300-SPWR-NONE	No Stack Power Cable Selected	\$0.00	1		\$0.00
					Total:	\$9,390.25
					Total (FIRE 3):	\$9,390.25
FIRE 6						
C9300-24P-A						
512	C9300-24P-A	Catalyst 9300 24-port PoE+, Network Advantage	\$3,182.13	1		\$3,182.13



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513	CON-L1NCD-C93002PA	CX LEVEL 1 8X7NCDcatalyst 9300 24port PoE Network Adva	\$542.31	1 for 60 mo(s)	\$2,711.55
514	C9300-DNA-A-24	C9300 DNA Advantage, 24-port Term Licenses	\$0.00	1	\$0.00
515	CON-L1SWT-C93A24	CX LEVEL 1 SW SUB C9300 DNA Advantage	\$88.50	1 for 60 mo(s)	\$442.50
516	C9300-DNA-A-24-5Y	C9300 DNA Advantage, 24-Port, 5 Year Term License	\$2,298.34	1	\$2,298.34
517	D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	\$0.00	1	\$0.00
518	D-DNAS-EXT-S-5Y	Cisco DNA Spaces Extend for Catalyst Switching - 5Year	\$0.00	1	\$0.00
519	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$0.00	1	\$0.00
520	TE-EMBEDDED-T-5Y	ThousandEyes - Enterprise Agents	\$0.00	1	\$0.00
521	C9300-NW-A-24	C9300 Network Advantage, 24-port license	\$0.00	1	\$0.00
522	SC9300UK9-1712	Cisco Catalyst 9300 XE 17.12 UNIVERSAL	\$0.00	1	\$0.00
523	PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	\$0.00	1	\$0.00
524	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	2	\$0.00
525	C9300-SSD-NONE	No SSD Card Selected	\$0.00	1	\$0.00
526	TE-C9K-SW	TE agent for IOSXE on C9K	\$0.00	1	\$0.00
527	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	\$0.00	1	\$0.00
528	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	1	\$0.00
529	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	1	\$0.00
530	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	1	\$0.00
531	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	\$1,598.67	1	\$1,598.67
532	PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	\$857.59	1	\$857.59
533	C9300-STACK-NONE	No Stack Cable Selected	\$0.00	1	\$0.00
534	C9300-SPWR-NONE	No Stack Power Cable Selected	\$0.00	1	\$0.00
Total:					\$11,090.78
Total (FIRE 6):					\$11,090.78
FIRE 4					
C9300-24P-A					
535	C9300-24P-A	Catalyst 9300 24-port PoE+, Network Advantage	\$2,333.57	1	\$2,333.57
536	CON-L1NCD-C93002PA	CX LEVEL 1 8X7NCDcatalyst 9300 24port PoE Network Adva	\$542.31	1 for 60 mo(s)	\$2,711.55
537	C9300-DNA-A-24	C9300 DNA Advantage, 24-port Term Licenses	\$0.00	1	\$0.00
538	CON-L1SWT-C93A24	CX LEVEL 1 SW SUB C9300 DNA Advantage	\$88.50	1 for 60 mo(s)	\$442.50
539	C9300-DNA-A-24-5Y	C9300 DNA Advantage, 24-Port, 5 Year Term License	\$2,298.34	1	\$2,298.34
540	D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	\$0.00	1	\$0.00



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541	D-DNAS-EXT-S-5Y	Cisco DNA Spaces Extend for Catalyst Switching - 5Year	\$0.00	1	\$0.00
542	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$0.00	1	\$0.00
543	TE-EMBEDDED-T-5Y	ThousandEyes - Enterprise Agents	\$0.00	1	\$0.00
544	C9300-NW-A-24	C9300 Network Advantage, 24-port license	\$0.00	1	\$0.00
545	SC9300UK9-1712	Cisco Catalyst 9300 XE 17.12 UNIVERSAL	\$0.00	1	\$0.00
546	PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	\$0.00	1	\$0.00
547	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	2	\$0.00
548	C9300-SSD-NONE	No SSD Card Selected	\$0.00	1	\$0.00
549	TE-C9K-SW	TE agent for IOSXE on C9K	\$0.00	1	\$0.00
550	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	\$0.00	1	\$0.00
551	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	1	\$0.00
552	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	1	\$0.00
553	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	1	\$0.00
554	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	\$1,598.67	1	\$1,598.67
555	PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	\$857.59	1	\$857.59
556	C9300-STACK-NONE	No Stack Cable Selected	\$0.00	1	\$0.00
557	C9300-SPWR-NONE	No Stack Power Cable Selected	\$0.00	1	\$0.00
				Total:	\$10,242.22
				Total (FIRE 4):	\$10,242.22
WWTP IPP					
C9300-48P-A					
558	C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage	\$3,951.72	1	\$3,951.72
559	CON-L1NCD-C93004PA	CX LEVEL 1 8X7NCD Catalyst 9300 48port PoE Network Adva	\$917.92	1 for 60 mo(s)	\$4,589.60
560	C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	\$0.00	1	\$0.00
561	CON-L1SWT-C93A48	CX LEVEL 1 SW SUB C9300 DNA Advantage	\$166.50	1 for 60 mo(s)	\$832.50
562	C9300-DNA-A-48-5Y	C9300 DNA Advantage, 48-Port, 5 Year Term License	\$2,711.41	1	\$2,711.41
563	D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	\$0.00	1	\$0.00
564	D-DNAS-EXT-S-5Y	Cisco DNA Spaces Extend for Catalyst Switching - 5Year	\$0.00	1	\$0.00
565	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$0.00	1	\$0.00
566	TE-EMBEDDED-T-5Y	ThousandEyes - Enterprise Agents	\$0.00	1	\$0.00
567	C9300-NW-A-48	C9300 Network Advantage, 48-port license	\$0.00	1	\$0.00
568	SC9300UK9-1712	Cisco Catalyst 9300 XE 17.12 UNIVERSAL	\$0.00	1	\$0.00



QUOTE:2003525114361-06

DATE:09/25/2025

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569	PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	\$0.00	1	\$0.00
570	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	2	\$0.00
571	C9300-SSD-NONE	No SSD Card Selected	\$0.00	1	\$0.00
572	TE-C9K-SW	TE agent for IOSXE on C9K	\$0.00	1	\$0.00
573	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	\$0.00	1	\$0.00
574	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	1	\$0.00
575	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	1	\$0.00
576	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	\$1,417.69	1	\$1,417.69
577	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	1	\$0.00
578	PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	\$857.59	1	\$857.59
579	C9300-STACK-NONE	No Stack Cable Selected	\$0.00	1	\$0.00
580	C9300-SPWR-NONE	No Stack Power Cable Selected	\$0.00	1	\$0.00
Total:					\$14,360.51
Total (WWTP IPP):					\$14,360.51
SPARES					
C9300-NM-8X=					
581	C9300-NM-8X=	Catalyst 9300 8 x 10GE Network Module, spare	\$1,470.24	1	\$1,470.24
Total:					\$1,470.24
C9200-NM-4X=					
582	C9200-NM-4X=	Catalyst 9200 4 x 10G Network Module	\$940.93	1	\$940.93
Total:					\$940.93
STACK-T1-3M=					
583	STACK-T1-3M=	3M Type 1 Stacking Cable	\$211.81	1	\$211.81
Total:					\$211.81
CAB-SPWR-150CM=					
584	CAB-SPWR-150CM=	Catalyst Stack Power Cable 150 CM Spare	\$155.21	2	\$310.42
Total:					\$310.42
SFP-H10GB-CU3M=					
585	SFP-H10GB-CU3M=	10GBASE-CU SFP+ Cable 3 Meter	\$61.13	2	\$122.26
Total:					\$122.26
SFP-10G-LRM=					
586	SFP-10G-LRM=	10GBASE-LRM SFP Module	\$489.19	1	\$489.19
Total:					\$489.19
Total (SPARES):					\$3,544.85
CABLES					
587	BC-C6S-01-BK	Cat6 Slim 28awg 1 Foot Black PVC with Snagless Clear-Claw Boot 100 pack	\$215.29	4	\$861.16



QUOTE: 2003525114361-06

DATE: 09/25/2025
PAGE: 24 of 24

588	BC-C6S-01-BK	Cat6 Slim 28awg 1 Foot Black PVC with Snagless Clear-Claw Boot 100 pack	\$107.65	4	\$430.60
589	FB-LCSC-MC-3M	LC/SC OM1/OS2 OFNR Mode Conditioning 3 Meter	\$33.53	2	\$67.06
590	FB-LCSC-MC-2M	LC/SC OM1/OS2 OFNR Mode Conditioning 2 Meter	\$28.82	4	\$115.28
Total (CABLES):					\$1,474.10

Sub Total:		\$591,704.75
Grand Total:		\$591,704.75

This quote is governed by Terms and Conditions of NASPO ValuePoint Cisco Contract AR3227 Michigan Contract Number 210000001333

Quote valid for 30 days from date shown above.

Pursuant to this contract your PO must reflect the following contract:
NASPO ValuePoint Cisco Contract AR3227 Michigan Contract Number 210000001333

Tax ID# 76-0515249; Size Business: Large; CAGE Code: 636L4; DUNS#11-436-9671

Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)

Delivery: FOB Terms Destination

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **6**

to

Contract Number **MA210000001333**

CONTRACTOR	CISCO SYSTEMS INC
	170 West Tasman Drive
	San Jose CA 95314
	Gigi Feril
	408-424-0712
	nvp-help@cisco.com
	CV0063483

STATE	Program Manager	Meghan Penny	DTMB
		(517) 282-1272	
		PennyM2@michigan.gov	
	Contract Administrator	Lauren Stempek	
		(517) 243-4008	
		stempekL@michigan.gov	

CONTRACT SUMMARY

Data Communications Products and Services

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
August 10, 2021	September 30, 2024	2 - 12 Months	September 30, 2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
n/a		Net 45	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other			☒ Yes ☐ No

MINIMUM DELIVERY REQUIREMENTS

n/a

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$75,000,000.00	\$0.00	\$75,000,000.00		

DESCRIPTION

Effective 8/2/2024, this contract is hereby amended to:

- Replace the existing Attachment 2, State of Michigan, IT Asset Management (ITAM) Requirements, with the attached "Attachment 2 - State of Michigan ITAM Requirements (Revised 3/5/2024)."
- Replace the existing Attachment 5 - State of Michigan Service Level Agreement, with the attached "Attachment 5 - State of Michigan Service Level Agreement", that removes Service Metric #A4 (ITAM documentation accuracy) and associated Service Level Credits.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.

CHANGE NOTICE NO. 6 TO CONTRACT NO. MA210000001333

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DTMB	Meghan Penny	517-282-1272	PennyM2@michigan.gov

Attachment 2 - State of Michigan ITAM Requirements (Revised 3/5/24)

ASSET REPORTING

Contractor must ensure the Contractor and/or all Fulfillment Partners provide the following reports:

- **Shipping Report - Weekly (when there is a shipment)**
- **Purchase Report - Quarterly**
- **Equipment Replacement Report - Monthly**

The format of these reports must be as stated unless agreed upon by the Contractor and DTMB.

Weekly Shipping Report

- a. The Fulfillment Partner must provide a weekly shipping report directly to the State of the items shipped to Depot, or to any State of Michigan Facility, once a Delivery Order/Purchase Order is received by a Fulfillment Partner.
- b. This report to be in Excel format and sent to the State as directed by the Contract Administrator. The format should stay the same unless agreed to by the Contractor and DTMB.
- c. The required fields are shown below:

Column Name	Description	Example
Ship to	e.g. General Services, Lake Michigan Hosting Center, Lake Superior Hosting Center, Hannah Building, Direct Ship. This would be a field with a provided dropdown menu.	General Services
Address	The street address where the product was delivered	7461 Crowner Dr.
Tracking Number	The shipping company's tracking #	V1234568.00
ServiceTag	This is manufacturer serial #.	AK00344417
State PO	The purchase order number issued by the state	PO.171.180000009153, DOIT.171.180000000686
Agency	The Agency Name from the list below: Attorney General Civil Service Commission Department of Environment, Great Lakes, and Energy Department of Human and Health Services	Department of Environment, Great Lakes, and Energy

	Department of Insurance and Financial Services Department of Technology, Management and Budget Department of Military & Veterans Affairs Department of Natural Resources Department of Licensing and Regulatory Affairs Department of Agriculture and Rural Development Department of Civil Rights Department of Education Department of Corrections Department of State Department of Transportation Department of Labor and Economic Opportunity Department of Treasury Department of Lifelong Education, Advancement, and Potential Governor's Office Michigan State Police	
Category	Limited to one of the following Workstation Monitor Printer Peripheral Network Hardware Router Switch Server Storage Other	Server
Model	Manufacturer Model	SPARC T7-4 SERVER: BASE
Qty	Quantity purchased	2
Price	The unit price of one item	\$26,953.71
ShipDate	The date when the equipment is shipped	5/11/2017
Mfg Part #	The manufacturers part number	7107525
Cust PO #	(Optional) The vendor's internal PO when ordering from other suppliers	
Shipment Carrier	e.g. UPS, FedEx, etc.	UPS
Agency Code	Agency Code table: 111 Attorney General 761 Department of Environment, Great Lakes, and Energy 491 Department of Human and Health Services 651 Department of Insurance and Financial Services 171 Department of Technology, Management and Budget	761

	511 Department of Military & Veterans Affairs 751 Department of Natural Resources 011 Governor's Office 641 Department of Licensing and Regulatory Affairs 191 Civil Service Commission 791 Department of Agriculture and Rural Development 151 Department of Civil Rights 313 Department of Education 472 Department of Corrections 231 Department of State 591 Department of Transportation 551 Michigan State Police 186 Department of Labor and Economic Opportunity 271 Department of Treasury 321 Department of Lifelong Education, Advancement, and Potential	
Order Number	(Optional) The vendor internal order number	
Expected Delivery Date	The date the equipment expected to deliver	5/19/2017
Warranty Tag	(Optional) The tag number used for warranty services (could be the same as the serial number)	
Reporting Vendor	Vendor who provided this purchase report	Presidio
Manufacturer Name	The name of the company that manufactures the product	Cisco

Quarterly Purchase Report

- The Fulfillment Partner must provide a quarterly purchase report of items shipped to the State of Michigan.
- This report must be in Excel format and sent to the State as directed by the Contract Administrator.
- The reports must detail the information below on an individual PO line item basis. Each asset with serial numbers to be listed on individual lines of the reports.

Column Name	Description	Example
Agency Cd 1	Code Agency Name ---- ----- 111 Attorney General 761 Department of Environment, Great Lakes, and Energy 491 Department of Human and Health Services 651 Department of Insurance and Financial Services 171 Department of Technology, Management and	511

	Budget 511 Department of Military & Veterans Affairs 751 Department of Natural Resources 011 Governor's Office 641 Department of Licensing and Regulatory Affairs 191 Civil Service Commission 791 Department of Agriculture and Rural Development 151 Department of Civil Rights 313 Department of Education 472 Department of Corrections 231 Department of State 591 Department of Transportation 551 Michigan State Police 186 Department of Labor and Economic Opportunity 271 Department of Treasury 321 Department of Lifelong Education, Advancement, and Potential	
Agency	The Agency Name from the list above.	Department of Military & Veterans Affairs
CLIENTPO	The purchase order number issued by the state	PO.171.180000009153, DOIT.171.180000000686
InvNum	Vendor Invoice Number	6078856
Description	The model/description of the product	100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF
Price	The unit price of one item	\$26,953.71
BiosAssetTag	The serial number of the asset	3NLGR73
Service Contract End Date	The date that the warranty ends	2/2/2025
Invoice Date	The date of the invoice	2/2/2021
Ship Date	The date the product was shipped	2/2/2021
Reporting Vendor	Vendor who provided this purchase report	WWT

Monthly Equipment Replacement Report

- a. The Contractor will provide a monthly report that details all the IT equipment that has been replaced under the Contractor's service/maintenance contracts from the previous month. The Contractor will work with the State to provide details for any warranty outside of covered service/maintenance contracts after notification by the State.
- b. This report must be in Excel format and sent to the State as directed by the Contract Administrator.
- c. The required fields will be agreed upon by both the Contractor and the State of Michigan.

PACKAGE LABELS AND PACKING SLIPS REQUIREMENTS

Cisco and Fulfillment Partners will make reasonable efforts to ensure all package labels and packing slip requirements are met. In the event such efforts do not meet such requirements, Cisco and its Fulfillment Partners will work with the State of Michigan to find a mutually agreeable solution.

BAR-CODING

Bar-Coded Information – The following information must be on the vertical face of packages containing IT assets in a standard bar code format:

- a. Model Number(s)
- b. Serial Number(s)

The data above for each field must be in standard print beside/above/below each bar code.

BOX LABEL (NO BAR CODE)

- a. The Fulfillment Partner must manually enter the State of Michigan's Purchase order number in SIGMA format when entering the order in the Shipping & Install section, Carton notes **AND** Shipping/Package notes sections for it to appear on the label: State of Michigan Purchase Order Number (SIGMA format: e.g. DOIT1.171.220000003343).

PACKING SLIPS

Contractor and/or Fulfillment Partner must provide a packing slip for each physical shipment. Each shipment box will exclusively contain assets from a single State Purchase Order. The packing slip must display:

- A. The Fulfillment Partner must manually enter the State of Michigan's Purchaser's Name (Procurement Liaisons name) when entering the order in the Shipping & Install section, Shipping/Package notes sections for it to appear on the packaging slip.
- B. Ship to address
- C. Document Generated Date
- D. Shipped from (Contractor, e.g. Cisco or Fulfillment Partner Name)
- E. Shipping Carriers Name
- F. Total Number of Packages
- G. The Fulfillment Partner must manually enter the State of Michigan's Purchase order number in SIGMA format when entering the order in the Shipping & Install section, Carton notes **AND** Shipping/Package notes sections for it to appear on the packing slip: State of Michigan Purchase Order Number (SIGMA format: e.g. DOIT1.171.220000003343).
- H. Item / Part Number

- I. Line item description
- J. Quantity ordered
- K. Quantity included in shipment (of total quantity ordered)
- L. Equipment serial number(s) (major line items only)

Attachment 5 – State of Michigan Service Level Agreement

CONTRACT PERFORMANCE - METRICS

The State and the Contractor will monitor performance throughout the course of this Contract.

The Contractor will monitor the performance and coverage of all warranty and maintenance services. In addition to monitoring of repair cases, the Contractor will meet regularly with Fulfillment Partners to discuss performance metrics, issues affecting the industry or clients, new initiatives, and new innovations in technology. The primary focus is on making sure service commitments are met or exceeded.

Contractor will provide the Services according to the metrics detailed in the Service Level Table below. Metrics will be completed with the following operational considerations:

Service Level Table		
I: Service Metric #	II: Service	III: State Minimum Metric
A1	Accuracy of CISCO Hardware and Software	The State expects 100% accuracy of CISCO Hardware and Software delivered as defined in the bill of materials provided by CISCO or its Fulfillment Partners.
A2	Warranty & Maintenance: critical (hardware)	4-hour response, 24x7 when the State has purchased '4-hour response, 24x7' response time for a specific offer available under the Contract
A3	Warranty & Maintenance: Standard (hardware)	Next Business Day response when the State has purchased 'Next Business Day' response time for a specific offer available under the Contract.

SERVICE LEVEL CREDITS

Contractor will report quarterly following the execution of the Participating Addendum, on all Service Metrics defined above ("Service Level Report"). Such report must be in electronic or such other form as the State may approve in writing and shall include for each Service Metric, at a minimum: (a) the actual performance for each Service Metric relative to the Minimum Metric Requirement; (b) the Service Level Credit due to the State for each Service Metric (if any); and (c) if Service Level Credits are due to the State, a description of the cause of the performance issues and any corrective actions to resolve the issues.

Service Level Credits. Failure to achieve any of the State Minimum Metric requirements identified in the table above will constitute a Service Level Failure for which Contractor will issue to the State the corresponding service credits set forth in the Service Level Credits Table below in accordance with payment terms set forth in the Contract

Service Level Credits Table			
I: Service Metric#	II: Service	III: Quarterly SLA/SLT (% of purchase orders)	IV: Service Level Credit
A1	Accuracy of CISCO Hardware and Software	Less than or equal to 95%	10% of all inaccurate line items.
A2	Warranty & Maintenance: critical(hardware)	Less than or equal to 90%	\$500 per late response based on service level target
A3	Warranty & Maintenance: Standard(hardware)	Less than or equal to 90%	\$500 per late response based on service level target

Compensatory Purpose. The parties intend that the Service Level Credits constitute compensation to the State, and not a penalty. The parties acknowledge and agree that the State's harm caused by Contractor's delayed delivery of the Services would be impossible or very difficult to accurately estimate as of the Effective Date, and that the Service Level Credits are a reasonable estimate of the anticipated or actual harm that might arise from Contractor's breach of its Service Level obligations.

Issuance of Service Credits. Contractor shall, for each quarterly reporting period, issue to the State, together with Contractor's Service Level Report for such period, a written acknowledgment setting

forth all Service Level Credits to which the State has become entitled during that invoice period. Contractor shall pay the amount of the Service Level Credit as a debt to the State within fifteen (15) Business Days of issue of the Service Level Credit acknowledgment, provided that, at the State's option, the State may, at any time prior to Contractor's payment of such debt, deduct the Service Level Credit from the amount payable by the State to Contractor pursuant to such invoice.

Additional Remedies for Service Level Failures. Contractor's repeated failure to meet the Service Levels set out in the Service Level Table will constitute a material breach under the Contract. Without limiting the State's right to receive Service Level Credits under this Section, the State may terminate this Contract for cause in accordance with terms of the Contract.



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **5**

to

Contract Number **MA210000001333**

CONTRACTOR	CISCO SYSTEMS, INC.
	170 West Tasman Drive
	San Jose CA 95314
	Gigi Feril
	408-424-0712
	nvp-help@cisco.com
	CV0063483

STATE	Program Manager	Meghan Penny	DTMB
		517-282-1272	
		PennyM2@michigan.gov	
	Contract Administrator	Lauren Stempek	DTMB
		517-243-4008	
		StempekL@Michigan.gov	

CONTRACT SUMMARY

Data Communications Products and Services

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
August 10, 2021	September 30, 2024	2 - 12 Months	September 30, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other			☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☒	12 Months	☐		September 30, 2026
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$75,000,000.00	\$0.00	\$75,000,000.00		

DESCRIPTION

Effective, 6/28/2024, the State is executing the 2 available 1-year option years via the NASPO Agreement #AR3227. The revised contract expiration date is 9/30/2026. Additionally, Advizex Technologies, LLC and Ahead, Inc., are added as Authorized NVP fulfillment partners for this program. The full list of current Authorized NVP Fulfillment Partners for this program are listed on the attached list of Authorized NVP Fulfillment Partners.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.

IT CHANGE NOTICE

AUTHORIZED NVP FULFILLMENT PARTNERS:

Legal Company Name
1. CBTS Technology Solutions, LLC
2. CDW Government, LLC
3. Heartland Business Systems, LLC
4. Logicalis, Inc.
5. People Driven Technology, Inc.
6. Presidio Networked Solutions Group, LLC
7. Sentinel Technologies, Inc.
8. Trace3, LLC
9. World Wide Technology, LLC
10. Advizex Technologies, LLC
11. Ahead, Inc.

For more information on the Authorized NVP Fulfillment Partners, including contact information and offerings, please visit the link below:

[NASPO ValuePoint DataCom Michigan - Cisco](#)



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **4**
 to
 Contract Number **210000001333**

CONTRACTOR	Cisco Systems, Inc.
	170 West Tasman Drive
	San Jose, CA 95314
	Gigi Feril
	408-424-0712
	nvp-help@cisco.com
	CV0063483

STATE	Program Manager	Meghan Penny	DTMB
		517-282-1272	
		PennyM2@michigan.gov	
	Contract Administrator	Lauren Stempek	DTMB
		(517) 243-4008	
		stempekl@michigan.gov	

CONTRACT SUMMARY				
DATA COMMUNICATIONS PRODUCTS AND SERVICES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
August 10, 2021	September 30, 2024	2 - 1 Year	September 30, 2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card ☐ PRC ☐ Other			☒ Yes ☐ No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		September 30, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$75,000,000.00	\$0.00	\$75,000,000.00		
DESCRIPTION				
Effective 4/5/2024, the fulfillment partner Insight Public Sector, Inc., is hereby removed from the contract.				
All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.				

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DTMB	Meghan Penny	517-282-1272	PennyM2@michigan.gov



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **3**
 to
 Contract Number **210000001333**

CONTRACTOR	CISCO SYSTEMS INC
	170 West Tasman Drive
	San Jose, CA 95314
	Gigi Feril
	408-424-0712
	nvp-help@cisco.com
	CV0063483

STATE	Program Manager	Meghan Penny	DTMB
		517-282-1272	
		PennyM2@michigan.gov	
	Contract Administrator	Lauren Stempek	DTMB
		(517) 243-4008	
		stempekl@michigan.gov	

CONTRACT SUMMARY				
DATA COMMUNICATIONS PRODUCTS AND SERVICES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
August 10, 2021	September 30, 2024	2 - 1 Year	September 30, 2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card ☐ PRC ☐ Other			☒ Yes ☐ No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		September 30, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$75,000,000.00	\$0.00	\$75,000,000.00		
DESCRIPTION				
Effective 8/24/2023, this contract is amended to add the following three (3) new fulfillment partners under the NVP #AR3227 Participating Addendum for the State of Michigan #210000001333 ("Prime Contract") as described in the attached SoW.				
1. CBTS Technology Solutions, LLC 2. CDW 3. People Driven Technology				
Please note that the Program Manager for the State has been changed to Meghan Penny.				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.				

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DTMB	Meghan Penny	517-282-1272	PennyM2@michigan.gov

IT CHANGE NOTICE

AUTHORIZED NVP FULFILLMENT PARTNERS:

Legal Company Name
1. CBTS Technology Solutions, LLC
2. CDW Government, LLC
3. Heartland Business Systems, LLC
4. Insight Public Sector, Inc.
5. Logicalis, Inc.
6. People Driven Technology, Inc.
7. Presidio Networked Solutions Group, LLC
8. Sentinel Technologies, Inc.
9. Trace3, LLC
10. World Wide Technology, LLC

For more information on the Authorized NVP Fulfillment Partners, including contact information and offerings, please visit the link below:

[NASPO ValuePoint DataCom Michigan - Cisco](#)



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **2**
 to
 Contract Number **210000001333**

CONTRACTOR	CISCO SYSTEMS INC
	170 West Tasman Drive
	San Jose, CA 95314
	Gigi Feril
	408-424-0712
	nvp-help@cisco.com
	CV0063483

STATE	Program Manager	Whitnie Zuker	DTMB
		517-930-7930	
		ZukerW@Michigan.gov	
	Contract Administrator	Lauren Stempek	DTMB
		(517) 243-4008	
		stempekl@michigan.gov	

CONTRACT SUMMARY					
DATA COMMUNICATIONS PRODUCTS AND SERVICES					
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE		INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
August 10, 2021	September 30, 2024		2 - 1 Year	September 30, 2024	
PAYMENT TERMS			DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING	
☐ P-Card		☐ PRC	☐ Other	☒ Yes ☐ No	
MINIMUM DELIVERY REQUIREMENTS					
DESCRIPTION OF CHANGE NOTICE					
OPTION	LENGTH OF OPTION		EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐			☐		September 30, 2024
CURRENT VALUE		VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$75,000,000.00		\$0.00		\$75,000,000.00	
DESCRIPTION					
Effective 3/1/2023, the fulfillment partner AT&T is hereby removed from the contract.					
Please note the Program Manager has been changed to Whitnie Zuker.					
All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.					



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **1**
 to
 Contract Number **210000001333**

CONTRACTOR	CISCO SYSTEMS INC
	170 West Tasman Drive
	San Jose, CA 95314
	Gigi Feril
	408-424-0712
	nvp-help@cisco.com
	CV0063483

STATE	Program Manager	Ashley Adrian	DTMB
		517-331-4622	
		Adriana1@Michigan.gov	
	Contract Administrator	Lauren Stempek	DTMB
		(517) 243-4008	
		stempekl@michigan.gov	

CONTRACT SUMMARY				
DATA COMMUNICATIONS PRODUCTS AND SERVICES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
August 10, 2021	September 30, 2024	2 - 1 Year	September 30, 2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
☐ P-Card ☐ PRC ☐ Other				☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		September 30, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$75,000,000.00	\$0.00	\$75,000,000.00		
DESCRIPTION				
Effective 10/26/2022, the fulfillment partner ConvergeOne is hereby removed from the contract.				
All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.				



STATE OF MICHIGAN PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **210000001333**

between

THE STATE OF MICHIGAN

and

Cisco Systems, Inc.
170 West Tasman Drive
San Jose, CA 95314
Gigi Feril
(408) 424-0712
nvp-help@cisco.com
CV0063483

STATE	Program Manager	Ashley Adrian	DTMB
		517-331-4622	
	Contract Administrator	Adriana1@michigan.gov	
		KeriAnn Trumble	DTMB
		989-259-2625	
		Trumblek1@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Data Communications Products and Services			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
8/10/2021	09/30/2024	2 – 1 Year	09/30/2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☒ P-card ☐ Payment Request (PRC) ☐ Other			☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
This Contract is being established as a Participating Addendum to the NASPO ValuePoint Master Agreement # AR3227. This solicitation was led by the State of Utah and is available to all NASPO Participants.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$ 75,000,000.00

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name & Title

Agency

Date

NASPO ValuePoint
PARTICIPATING ADDENDUM



**DATA COMMUNICATIONS PRODUCTS
& SERVICES (2019-2026)**

Led by the State of **Utah**

Master Agreement #: AR3227

Participating Addendum #: 210000001333

Contractor: **CISCO SYSTEMS, INC.**

Participating Entity: **STATE OF MICHIGAN**

The following products or services are included in this contract portfolio:

- All products and services listed on the Contractor page of the NASPO ValuePoint website and/or Contractor's contract website, except for the products and services listed below that are not included in this agreement.

The following products or services are not included in this agreement:

- Leasing and alternative financing services are not included for the State of Michigan's use but may be used by MiDEAL members.

Master Agreement Terms and Conditions:

1. **Scope:** This addendum covers the NASPO ValuePoint Master Agreement for **Data Communications Products Services (2019-2026)** led by the State of UTAH for use by state agencies and other entities located in the Participating State which is the State of Michigan (the "**State**") authorized by the State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. "**Participating Addendum**" means this addendum including all amendments and attachments incorporated in Section 4 of this addendum.
2. **Participation:** This NASPO ValuePoint Master Agreement may be used by all state agencies and other entities authorized to use statewide contracts in the State of Michigan and is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

If extended to MiDEAL members, Contractor must supply all services, products and deliverables at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions. Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis. MiDEAL members may purchase additional Products and Services including Contractor's lease and alternative financing offerings under this Participating Addendum notwithstanding the fact that such offerings are excluded for state agencies.

3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

NASPO ValuePoint

PARTICIPATING ADDENDUM**DATA COMMUNICATIONS PRODUCTS
& SERVICES (2019-2026)**Led by the State of **Utah**Contractor

Name:	Gigi Feril
Address:	170 West Tasman Dr. San Jose, CA 95134
Telephone:	(408) 424-0712
Fax:	(408) 608-1729
Email:	nvp-help@cisco.com

Participating Entity

Name:	KeriAnn Trumble
Address:	State of Michigan DTMB, Central Procurement Services – Enterprise Sourcing Constitution Hall, 1 st Floor, NE 525 W. Allegan Street Lansing, MI 48933
Telephone:	(989) 259-2625
Fax:	517-335-0046
Email:	TrumbleK1@michigan.gov

**4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER
AGREEMENT**

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions. The following attachments are incorporated herein:

- Attachment 1 - State of Michigan Terms and Conditions, which includes:
 - Schedule A – Data Security Schedule (together with Exhibits A, B, and C)
 - Federal Provisions Addendum
- Attachment 2 - State of Michigan ITAM Requirements
- Attachment 3 - Software License Terms and Conditions
- Attachment 4 – Additional Contractor Terms and Conditions

NASPO ValuePoint

PARTICIPATING ADDENDUM


**DATA COMMUNICATIONS PRODUCTS
& SERVICES (2019-2026)**

Led by the State of Utah

-
- Attachment 5 – State of Michigan Service Level Agreement
 - Attachment 6 – Personal Data Brief
5. Lease Agreements and Alternative Financing Methods: Contractor's Master Agreement which allows for leasing under Section 45 is approved for use by the Participating State's MiDeal members only. The terms and conditions of the capital lease or financing arrangement will be separately negotiated and set forth in an agreement between the purchaser and either Cisco Capital or its designated and/or approved financing partner
6. Subcontractors: Contractor will not, without the prior written approval of the State, which consent may be given or withheld in the State's sole discretion, engage any third party to perform as a Fulfillment Partner, as defined in the Master Agreement. Once approved by the State, Contractor's Fulfillment Partners, authorized in the State of Michigan, may be shown on the dedicated Contractor's (cooperative contract) website, and are approved to provide sales and service support to Participating Entities, e.g., for direct order taking, processing, fulfillment, or provisioning. The Fulfillment Partners' participation will be in accordance with the terms and conditions set forth in this Participating Addendum, including the State of Michigan Terms and Conditions, and the aforementioned Master Agreement.

Subject to approval of the State, Contractor may add Fulfillment Partners at any time during the term of this Participating Addendum. Contractor and State agree on adding a minimum of 4 Fulfillment Partners and a maximum number of 11 Fulfillment Partners to provide sales and services support provided that Fulfillment Partners are able to support the State of Michigan's ITAM requirements in Attachment 2. Contractor will add Fulfillment Partners upon the written request of the State provided such Fulfillment Partner meets Contractor's established qualifying criteria and the addition would not violate any state or federal law or regulation. Notwithstanding the foregoing, subject to the written approval of the State, Contractor may remove any Fulfillment Partner who does not meet Contractor's established qualifying criteria. The State, in its sole discretion, may require the removal of any Fulfillment Partner.

Contractor or its Fulfillment Partners must perform the tasks and meet the requirements of Attachment 2 - State of Michigan ITAM Requirements and Attachment 5 – State of Michigan Service Level Agreement.

7. Orders: The Master Agreement number and the Participating Addendum Number must appear on every Delivery Order or other SIGMA ordering document placed under this Participating Addendum.

Purchasers may place orders directly only through Contractor's approved Fulfillment Partners or through Contractor (only on an as-needed basis) for products or services as authorized under this Participating Addendum. Only those Fulfillment Partners approved and listed during the term of Participating Addendum at Contractor's website are authorized to directly provide quotes, receive purchase orders, invoice Customers, and receive payment from purchasers on Contractor's behalf.

NASPO ValuePoint
PARTICIPATING ADDENDUM



**DATA COMMUNICATIONS PRODUCTS
 & SERVICES (2019-2026)**

Led by the State of Utah

Except as otherwise set forth in the qualifying criteria, Contractor will not, directly, or indirectly, restrict any Fulfillment Partner's participation or ability to quote pricing for a Customer. The approved Fulfillment Partners will not offer less favorable pricing discounts than the contract discounts established by Contractor under the Master Agreement. However, the Fulfillment Partner may offer any additional incremental discounts to Participating State/Entity, and such additional discounts if offered, may be provided in the discretion and as the sole legal obligation of the approved Fulfillment Partner to the Participating State/Entity.

Any order placed by a Participating Entity or Purchasing Entity for a product and/or service under this Master Agreement as amended by this Participating Addendum shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement as amended by this Participating Addendum unless the parties to the order agree in writing that another contract or agreement applies to such order. *For clarity, sales of Contractor's product or services by Contractor or an authorized reseller made under a separate contract, where the applicable quoting or ordering documents reference that separate contract, are not deemed to be sales under this Master Agreement as amended by this Participating Addendum.*

8. The Term of this Participating Addendum shall begin on August 10, 2021 ("Effective Date"), and unless earlier terminated, expires on September 30, 2024 (the "Term"). If, pursuant to the terms of Master Agreement #AR3227 the term of the Master Agreement is extended, this Participating Addendum may be renewed by the State for any applicable number of additional one (1) year periods or other length of time that coincides with any such extension of the term of the Master Agreement. Any renewal by the State, including the length of such renewal, is at the sole discretion of the State and will automatically extend the Term of this Participating Addendum. The State will document the exercise of its renewal option(s) via Contract change notice.
9. Notices: Notwithstanding anything contained in the Master Agreement to the contrary, all notices required or permitted under this Participating Addendum will be in writing and will be deemed given: a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when sent by confirmed facsimile or electronic mail. All communications will be sent to the addresses set forth Section 3 of this Participating Addendum (and notices to Cisco shall be further addressed to the Office of the General Counsel, Attn: Contract Notice) or such other address as may be designated by a party by giving written notice to the other party pursuant to this paragraph, or, in the absence of such an address from Customer, to the address to which the last invoice under this Participating Addendum was sent before notice is served.
10. Entire Agreement: This Participating Addendum (including all amendments and attachments hereto) and the Master Agreement (including all amendments and attachments thereto) (collectively, the "Contract") constitute the entire agreement between the parties concerning the subject matter of this Participating Addendum and replaces any prior oral or written

NASPO ValuePoint

PARTICIPATING ADDENDUM
**DATA COMMUNICATIONS PRODUCTS
& SERVICES (2019-2026)**

Led by the State of Utah

communications between the parties, all of which are excluded. There are no conditions, NASPO ValuePoint understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. The terms and conditions of this Participating Addendum (including all amendments and attachments hereto) shall prevail and govern in the case of any inconsistency or conflict with the terms and conditions of the Master Agreement. Any conflict among the attachments and documents incorporated into this Participating Addendum in Section 4 above shall be resolved by giving priority to those documents in the order listed in Section 4 above. This Contract may be modified only by a written document executed by the parties hereto. UNLESS OTHERWISE SPECIFIED IN THIS PARTICIPATING ADDENDUM, NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON- NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT SERVICES OR DELIVERABLES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT SERVICES OR DELIVERABLES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the last date of execution by both parties below.

Participating Entity:	Contractor:
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Attachment 1 – State of Michigan Terms and Conditions



STATE OF MICHIGAN STANDARD CONTRACT TERMS

The parties agree as follows:

All initial capitalized terms in this Attachment 1 that are not defined herein shall have the respective meanings given to them in the Participating Addendum or Master Agreement.

Definitions.

“Authorized User” has the meaning in the Attachment 3 – Software License Terms and Conditions.

“Business Contact Information” is information about State and Contractor’s personnel provided during sign-up, purchase or contracting, or management of products or services. This may include name, business address, business phone number, and business email address, whether collected at the time of the initial agreement or later during management of the products or services.

“Cloud Software” means Hosted Services as defined in the attached SCHEDULE A DATA SECURITY Schedule below.

“Contractor Hosted” means the Operating Environment is provided by Contractor or one or more of its subcontractors.

“Customer Content” means data such as text, log, configuration, firmware, audio, video or image files or core dumps, provided by the State to Contractor in connection with the State’s use of Contractor solutions, and data developed at State’s specific request related to a statement of work or contract. Customer Content does not include Systems Information.

“Customer Feedback” means technical data or suggestions contained in oral or written communications the State provides to Contractor regarding modifications or improvements to a product or service.

“De-identified” or “de-identified” means all uniquely identifiable data related to a user, a user device, or a user location has been removed.

“Entitlement Information” means Software license, warranty, cloud, and service subscription information.

“Harmful Code” means, with regards to properly licensed Contractor solutions (meaning purchased through proper channels and/or with valid term licenses) any software, hardware or other technologies, devices or means, the purpose or effect of which is to surreptitiously: (a) permit unauthorized access to, or to destroy, disrupt, disable, encrypt, modify, copy, or otherwise harm or impede in any manner, any (i) computer, software, firmware, data, hardware, system or network, or (ii) any application or function of any of the foregoing or the integrity, use or operation of any data Processed thereby; or (b) prevent the State or any Authorized User from accessing or using the Services as intended by this Contract, and includes any virus, bug, trojan horse, worm, backdoor or other malicious computer code and any time bomb or drop dead device.

“Install Base Information” means types, quantities and location of installed Cisco devices, products, or software releases.

“Open-Source Components” means any software component that is subject to any open-source copyright license agreement, including any GNU General Public License or GNU Library or Lesser Public License, or other obligation, restriction or license agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative or otherwise may require disclosure or licensing to any third party of any source code with which such software component is used or compiled.

“**Operating Environment**” means, collectively, the platform, environment, and conditions on, in or under which the Software is intended to be installed and operate, including such structural, functional, and other features, conditions and components as hardware, operating software, system architecture, configuration, computing hardware, ancillary equipment, networking, software, firmware, databases, data, and electronic systems (including database management systems).

“**PAT**” means a document or product accessibility template, including any Information Technology Industry Council Voluntary Product Accessibility Template or VPAT®, that specifies how information and software products, such as websites, applications, software and associated content, conform to WCAG 2.0 Level AA.

“**Personal Data**” means any information relating to an identified or identifiable natural person. It includes any information that can be linked to an individual or used to directly or indirectly identify an individual, natural person.

“**Security Threat Data**” means threat intelligence data, URLs, metadata, net flow data, origin and nature of malware and other information necessary to enable security features of a product or service.

“**Software**” has the meaning in the NASPO ValuePoint Master Agreement.

“**State Hosted**” means the Operating Environment is not provided by Contractor or one or more of its subcontractors.

“**Support Data**” means data Contractor collects when the State submits a request for support services or other troubleshooting, including information about hardware, software and other details related. to the support incident. Note that Support Data doesnot include data submitted in an attachment to a support request; that data is Customer Content.

“**Systems Information**” means data generated or collected in connection with the State’s use and operation of Contractor solutions, and data provided by the State in connection with Contractor’s delivery of products and services to the State (including, for example, when the State submits a request related to support services). Systems Information is composed only of Telemetry Data, Support Data, Install Base Information, Entitlement Information, Customer Feedback and Security Threat Data, as defined further in this Attachment 1. For clarity, Systems Information does not include Customer Content or Personal Data. To the extent any Customer Content or Personal Data is incidentally collected or included with Systems Information, such data will not be considered or treated as Systems Information.

“**Telemetry Data**” means data generated by instrumentation and logging systems created through the use and operation of the product or service.

“**WCAG 2.0 Level AA**” means level AA of the World Wide Web Consortium Web Content Accessibility Guidelines version 2.0.

1. **Duties of Contractor.** Contractor must perform the Services and provide the Products, services, and deliverables described in the Contract, or an applicable Statement of Work (the “**Contract Activities**”). Services, Products, Statement of Work and Master Agreement are each defined in the attached NASPO ValuePoint Terms and Conditions.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (c) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (d) not make any media releases without prior written authorization from the State; and (e) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

2. **RESERVED.**

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State:	Contractor:
KeriAnn Trumble - State of Michigan DTMB, Central Procurement Services Enterprise Sourcing Constitution Hall, 1st Floor, NE 525 W. Allegan Street Lansing, MI 48933	Cisco Systems, Inc. Gigi Feril 170 West Tasman Dr. San Jose, CA 95134 nvp-help@cisco.com (408) 424-0712

(989) 259-2625 TrumbleK1@michigan.gov	
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4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a "Program Manager"):

State:	Contractor:
Ashley Adrian DTMB Infrastructure and Operations (I&O) Network and Telecommunications Services Division (NTSD) 608 W. Allegan St. Lansing, MI 48915 Adriana1@michigan.gov Desk: (517) 284-7454 Cell: (517) 525-9338	Cisco Systems, Inc. Cody Lynch 170 West Tasman Dr. San Jose, CA 95134 nvp-help@cisco.com (604) 647-2343

5. **RESERVED.**

6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) (a) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (b) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	The State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents shall be included as additional insureds for liabilities that fall within Contractor's indemnity obligations under this Agreement that are covered by such insurance.
Automobile Liability Insurance	
If a motor vehicle is used in the performance of the Contract, Contractor must maintain motor vehicle liability coverage for bodily injury and property damage, as required by law, for the term of the Contract	
Workers' Compensation Insurance	
<u>Minimum Limits:</u> Coverage according to applicable laws governing work activities.	The policy shall provide that the insurer waives its rights of subrogation against the State.
Employers Liability Insurance	
<u>Minimum Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
Privacy and Security Liability (Cyber Liability) Insurance	
<u>Minimum Limits:</u> \$1,000,000 Each Claim \$1,000,000 Annual Aggregate	Contractor must have their policy cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or delivery order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; and (b) notify the Contract Administrator within 5 business days if any insurance is cancelled. The insurance required herein shall provide that the insurers waive their rights of subrogation against the State for liabilities that fall within Contractor's indemnity obligations under this Agreement. If contractor uses a subcontractor, Contractor shall require such subcontractor to maintain the types and amounts of insurance that Contractor deems reasonable in light of the products and/or services to be provided by such subcontractor.

This Section is not intended to and is not to be construed in any manner as waiving, restricting, or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

7. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions) and MiDEAL members. Administrative fee payments must be made by check or credit card at: <https://www.thepayplace.com/mi/dtmb/adminfee>.

Checks can be mailed to:
DTMB Cashiering
P.O. Box 30681
Lansing, MI 48909

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to MiDeal@michigan.gov.

The administrative fee is due 45 calendar days from the last day of each calendar quarter and the purchasing activity report is due within 30 calendar days from the last day of each calendar quarter. For consistency quarters shall be considered to end the last day of March, June, September, and December of each calendar year.

8. **RESERVED.**

9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
10. **Subcontracting.** Contractor will not, without the prior written approval of the State, which consent may be given or withheld in the State's sole discretion, engage any third party to act as a Fulfillment Partner or Hosting Provider (as defined in the attached SCHEDULE A – DATA SECURITY Schedule below) under this Contract. Contractor's engagement of any subcontractor, including Fulfillment Partners and Hosting Providers approved by the State, does not relieve Contractor of its representations, warranties, or obligations under this Contract. Without limiting the foregoing, Contractor will be responsible and liable for the acts and omissions of each subcontractor (including such subcontractor's employees who, to the extent providing Contract Activities, shall be deemed Contractor's employees) to the same extent as if such acts or omissions were by Contractor or its employees. Contractor must be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor; and Contractor will notify the State of the location of each subcontractor and indicate if it is located within the continental United States.
11. **Contractor Personnel.** "Contractor Personnel" means all employees of Contractor, or any subcontractors involved in the performance of Services hereunder. The State's Contract Administrator may require Contractor to remove or reassign Contractor Personnel by providing a notice to Contractor.
- Contractor and all Contractor Personnel will comply with all rules, regulations, and policies of the State that are communicated to Contractor in writing, including security procedures concerning systems and data and remote access, building security procedures, including the restriction of access by the State to certain areas of its premises or systems, and general health and safety practices and procedures.
 - Prior to any Contractor Personnel performing any Services, Contractor will:

- i. ensure that such Contractor Personnel have the legal right to work in the United States;
 - ii. upon request, require such Contractor Personnel to execute written agreements, in form and substance acceptable to the State, that bind such Contractor Personnel to confidentiality provisions that are at least as protective of the State's information (including all Confidential Information) as those contained in this Contract.
 - c. The State reserves the right to approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Contractor Personnel assigned to perform services under a Statement of Work.
 - d. **Acceptable Use Policy.** To the extent that Contractor has access to the State's IT environment, Contractor must comply with the State's Acceptable Use Policy, see https://www.michigan.gov/documents/dtmb/1340.00.01_Acceptable_Use_of_Information_Technology_Standard_458958_7.pdf. All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing State systems. The State reserves the right to terminate Contractor's and/or subcontractor(s) or any Contractor Personnel's access to State systems if the State determines a violation has occurred.
- 12. Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. The State, in its sole discretion, may also perform background checks.
- 13. Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures. Notwithstanding the foregoing, Contractor may, without the State's prior approval, assign its right to receive payments due under the Contract to Fulfillment Partners approved by the State; provided that:
- a. In addition to any other applicable terms under this Contract, all payment terms apply to payments made to Fulfillment Partners;
 - b. the Contractor remains responsible for its obligations hereunder, including but not limited to the complete fulfillment of any orders and resolution of any issues associated with an order;
 - c. For each payment assigned to a Fulfillment Partner, Cisco waives any claims and rights against the State that it now has or may have in the future in connection with the payment;
 - d. All payments and reimbursements made by the State to the Fulfillment Partner, shall be considered to have discharged those portions of the State's obligations under the Contract; and
 - e. Contractor agrees that the State is not obligated to pay or reimburse it for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the assignment of payment to its Fulfillment Partner, other than those that the State, in the absence of the assignment, would have been obligated to pay or reimburse under the terms of the Contract.
- 14. Change of Control.** Contractor will notify within 30 days of any public announcement or otherwise once legally permitted to do so, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.
- In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.
- 15. Ordering.** Contractor is not authorized to begin performance until receipt of a SIGMA ordering document.

- 16. Acceptance.** Contract Activities are subject to inspection and testing by the State within 15 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in a Statement of Work (as defined in the Master Agreement). If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 30 calendar days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

- 17. Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in a Statement of Work. All containers and packaging become the State's exclusive property upon acceptance.
- 18. Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 30 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.
- 19. Warranty Period.**
- a. The warranty for hardware Products sold under this Contract is Contractor's standard limited warranty as set forth in Section 18a of the Master Agreement.
 - b. The warranty for Services sold pursuant to Attachment 4 – Additional Contractor Terms and Conditions under this Contract is the following: a) Services will be performed in a workmanlike manner; b) where applicable, will materially comply with the applicable Service Description; and c) where applicable, will function in compliance with all requirements specified in a Statement of Work. The State must promptly notify Contractor of a breach of this warranty for Services and the State's sole and exclusive remedy for any breach of this warranty shall be, at the State's sole option, (i) reperformance of the services or (ii) termination of the applicable service, and return of the fees paid to Contractor by the State for such non-conforming services.
 - c. For Software, Contractor represents and warrants to the State that:
 - i. neither its grant of the license, nor its performance under this Contract does or to its knowledge will at any time: 1) conflict with or violate any applicable law; 2) require the consent, approval, or authorization of any governmental or regulatory authority or other third party; or 3) require the provision of any payment or other consideration to any third party other than payments to authorized Fulfillment Partners as contemplated under this Agreement;
 - ii. when used by the State or any Authorized User (as defined in Attachment 3) in accordance with this Contract and the Documentation, the Software as delivered or installed by Contractor does not or will not fail to comply with any applicable law;
 - iii. as provided by Contractor, the Software and Contract Activities do not and will not at any time during the Term contain any: 1) Harmful Code, when delivered or made available by the Contractor; or 2) Third party or Open-Source Components other than those specifically described in the Software's product documentation or as published by Cisco on its portal for Open-Source Components at <https://www.cisco.com/go/opensource>;
 - iv. when used in accordance with the applicable documentation, all Software as provided by Contractor, will be fully operable, meet all applicable specifications, and function in all respects, in conformity with the applicable documentation;
 - v. Contractor acknowledges that the State cannot indemnify any third parties, including but not limited to any third-party software providers that provide software that will be incorporated in or otherwise used in conjunction with the Services, and that notwithstanding anything to the contrary contained in any third-party software license agreement or end user license agreement, the State will not indemnify any third-party software provider for any reason whatsoever;
 - vi. no maintenance release or new version, when properly installed in accordance with this Contract, will have a material adverse effect on the functionality or operability of the Software;

- vii. To the best of its knowledge, Contractor will not advertise unrelated third-party products or services through the Cloud Software (whether with adware, banners, buttons, or other forms of online advertising) or link to external unrelated third-party web sites that are unrelated to the provision of the Cloud Software, unless otherwise identified in the product documentation. Notwithstanding the foregoing, unless otherwise prohibited by law, rule, regulation, or order, Contractor may (i) advertise its own products or services through the Cloud Software; or (ii) within the Cloud Software, advertise or link to third party applications or web sites for third party products that integrate with Contractor products.
- viii. Software documentation and specifications are, and will be continually updated and maintained so that they continue to be, current, complete, and accurate and so that they do and will continue to fully describe the Software in all material respects such that at no time during the Term or any additional periods will the Software have any material undocumented feature; and
- ix. during the Term of this Contract, any audit rights contained in any third-party software license agreement or end user license agreement for third-party software incorporated in or otherwise used in conjunction with the Software, will apply solely to Contractor, and regardless of anything to the contrary contained in any third-party software license agreement or end user license agreement, third-party software providers will have no audit rights whatsoever against state systems or networks.

- 20. Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 30 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in this Contract or an applicable Statement of Work. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. All prices are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract. The State does not pay for overtime or travel expenses.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Contractor shall not withhold any Services or fail to perform any obligation hereunder by reason of the State's good faith withholding of any payment or amount in accordance with this **Section 20** or any dispute arising therefrom. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed. Any undisputed amounts not paid by the State when due for Contract Activities received may be assessed overdue account charges up to a maximum rate of 0.75% per month on the outstanding balance pursuant to 1984 PA 279, MCL 17.51, *et seq.*

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract. The State does not grant Contractor any security interest in any products purchased under this Contract.

21. RESERVED.

- 22. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The State will compensate Contractor for all work accepted under the Contract prior to issuance of the Stop Work Order. The State will not pay for the Contract Activities that were stopped under the stop work order, including but not limited to Contractor's lost profits during a stop work period.

- 23. Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

24. Termination for Convenience. The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination and all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

25. Transition Responsibilities. Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, destroy, or return to the State all materials, data (which includes without limitation State Data), property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

26. Indemnification.

a. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: any bodily injury, death, or damage to real or tangible personal property arising from the negligent or intentional acts or omissions of the Contractor or its officers, directors, employees, agents, successors and assigns of any of them.

b. **Intellectual Property Infringement Indemnity and Remedies.**

Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to any third-party claim against the State that any of Contractor's Products or Software ("Cisco Technology") provided under the Contract infringes a third party's patent, copyright, or trademark, or other intellectual property right (the "IP Claim"). In addition, if an IP Claim is made, or if any Cisco Technology, or any component thereof, is found to be infringing or if any use of any Cisco Technology or any component thereof is enjoined, threatened to be enjoined or otherwise the subject of an IP claim, Contractor will either procure for the State the right to continue using the Cisco Technology or replace or modify the Cisco Technology with functionality that has at least equivalent features and functionality. Only if Contractor determines that these alternatives are not reasonably available, Contractor may terminate the State's usage rights granted under this Contract upon written notice to the State and will refund to the State the pro-rated portion of any prepaid fees for Cisco Technology and/or services not provided or consumed and/or refund to the State the remaining net book value of the Cisco Technology calculated according to generally accepted accounting principles for the infringing Cisco Technology. Contractor agrees to reimburse the State for: (i) direct out-of-pocket expenses incurred in procuring a third-party solution to replace the relevant Cisco Technology (not including the purchase price of the replacement third party product or service); and (ii) direct out-of-pocket expenses incurred in the removal of the infringing Cisco Technology from the State's network and installation of the replacement third party solution in the State's network. Contractor's aggregate liability under (i) and (ii) in the preceding sentence will be limited to an amount equal to 110% of the net purchase price paid by the State for the infringing Cisco Technology subject to the claim. Contractor will have no liability to reimburse costs set out in (ii) unless such costs are reasonable and mutually agreed by the parties in advance.

Contractor has no obligation with respect to any IP Claim based on: (a) compliance with any designs, specifications, or requirements the State provides, or a third party provides on the State's behalf; (b) the State's modification of any Cisco Technology or modification by a third party on the State's behalf unless the modification was requested in writing by a

Contractor representative holding the position of Senior Vice President or higher and undertaken by the State in accordance with that request; (c) the State's failure to modify or replace Cisco Technology as required by Contractor, if such modification or replacement would have avoided the IP Claim; and (d) combination, operation, or use of Cisco Technology with non-Cisco products, software or business processes not approved in writing by the Contractor holding the position of Senior Vice President or higher, unless (1) the combination is of a type reasonably contemplated for such Cisco Technology; (2) the Product forms a material part of the invention subject to the Claim, and (3) the infringement could not be avoided by an alternative combination falling within the scope of Contractor's recommendation in the Documentation (a "Covered Combination"). For the exclusion covered under subsection (d) in the preceding sentence, Contractor shall only be responsible for its respective pro-rata share of calculable damages based on the value of Contractor's contribution into the Covered Combination relative to the total value of the Covered Combination (including, without limitation, the value contributed by other vendors or the State).

- c. **Indemnification Procedure.** The foregoing indemnification obligations in Sections a and b above are conditioned upon the State promptly notifying the Contractor in writing of the claim, suit, or proceeding for which the Contractor is obligated under this Section (however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced), cooperating with, assisting, and providing information to, the Contractor as reasonably required, and granting the Contractor the right to defend or settle such claim, suit, or proceeding; provided that State has provided its written consent (not to be unreasonably withheld) and any such settlement or compromise includes a release of the State from all liability arising out of such claim, suit or proceeding. The State, at its own expense, may retain its own legal representation.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) at its own expense employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

The State is constitutionally prohibited from indemnifying Contractor or any third parties.

This Section states the Contractor's entire obligation and the State's exclusive remedy along with any other remedies available under applicable law regarding any IP Claims against the State.

27. **Limitation of Liability and Disclaimer of Damages.**

- a. Disclaimer of Damages. NEITHER PARTY WILL BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, REVENUE, ANTICIPATED SAVINGS, LOST BUSINESS OPPORTUNITIES, USE OF ANY PRODUCT OR SERVICE, OPPORTUNITY, GOODWILL OR REPUTATION.
- b. Limitation of Liability. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE GREATER OF (I) THREE MILLION DOLLARS (\$3,000,000.00) OR (II) THE MONEY PAID TO CONTRACTOR (INCLUDING FULFILLMENT PARTNERS) BY THE STATE UNDER THIS CONTRACT IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT OR CIRCUMSTANCES THAT FIRST GAVE RISE TO SUCH LIABILITY.
- c. Exceptions. Subsections (a) (Disclaimer of Damages) and (b) (Limitation of Liability) above shall not apply to:
 - i. Contractor's obligations under Section 26 of this Contract; and
 - ii. The parties agree that for claims related to Contractor's obligations under Section 29(d) of this Agreement, Contractor agrees to a per incident cap on liability of \$5,000,000.00 (five million dollars). The cumulative aggregate cap on liability for all claims arising under Section 29(d) under this Agreement shall not exceed \$15,000,000.00 (fifteen million dollars) during the term of the Agreement.

28. Disclosure of Litigation, or Other Proceeding. Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

29. State Data.

- a. Ownership. The State's data ("**State Data**") includes any data collected, used, processed, stored, or generated as the result of the Contract Activities, including but not limited to Customer Content, Systems Information, and Personal Data (as defined in the definitions section above). Personal Data includes without limitation, any information that identifies an individual, or personally identifiable information ("**PII**"), such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed and personal health information ("**PHI**") as defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section survives the termination of this Contract.
- b. Contractor Use of State Data.
 - i. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Contract.
 - ii. Notwithstanding the foregoing, unless otherwise agreed to in writing, data that is categorized as Systems Information may be retained and used by Contractor in accordance with the applicable documentation for such Product or Service ("Contractor's Objectives") that the State has procured, and may be shared with Contractor's partners, distributors and contractors, including but not limited to Hosting Providers, Fulfillment Partners and other subcontractors under this Contract (collectively, "trusted ecosystem") for Contractor's Objectives, provided that, (a) prior to the State procuring Contractor's Products and Services, Contractor will, upon request, provide the State with Product-specific and/or Service-specific documentation, including data privacy sheets, specifying the Systems Information the Contractor collects and/or has access to (if any), how such information will be used, applicable data retention policies, and if and/or how the State can control Contractor's access to such information; (b) such documentation will not materially change during the Term; and (c) each participant in the trusted ecosystem has agreed contractually with Contractor to confidentiality, applicable law and other requirements that are consistent with Contractor's obligations to the State under this Contract. For the avoidance of doubt, all System Information licensed to Contractor under this subsection is "as is" without warranty of any kind and Contractor's use of such System Information shall be at Contractor's sole and exclusive risk, and the State will have no liability whatsoever in connection with Contractor's or any third party's use of such System Information.
 - iii. Contractor shall access, process and use Personal Data collected under this Contract in accordance with (a) applicable privacy and data protection laws; (b) Contractor's Personal Data – Data Brief attached hereto as Attachment 6 – Personal Data Brief; and (c) Contractor's applicable Product-specific and/or Service-specific Privacy Data Sheets (available at <https://trustportal.cisco.com>), provided that any changes to such data sheets shall not diminish Contractor's obligations to secure Personal Data and no such changes shall materially decrease the level of security afforded to the State's Personal Data. Moreover, Contractor shall: a) keep the State's Personal Data secure pursuant to the terms of the attached SCHEDULE A DATA SECURITY Schedule; b) keep such data confidential and only share such data with third parties engaged by Contractor that are identified in the Contractor's Product-specific and/or Service-specific documentation ("Sub-processors") who must have agreed contractually with Contractor to confidentiality, applicable law and other requirements that are consistent with Contractor's obligations to the State under this Contract, and only for the purposes specified in such documentation and/or the performance of this Contract; and c) in no event shall Contractor sell, rent, or lease the State's Personal Data. The terms in this paragraph do not apply to any Personal Data included within Customer Content. Personal Data included within Customer Content must be treated as Customer Content. If Contractor materially changes any of their Product-specific and/or Service-specific documentation as it pertains to privacy, data collection, or use, then the State must immediately provide Contractor with its intent to terminate for such reasons and a 30-day cure period within which Contractor may cure such material change. If Contractor is unable to cure within the aforementioned cure period, the State has the right to terminate the applicable product or service without liability or penalty, including without limitation, payment of early termination or other fees, and Contractor shall refund any prepaid amounts for the applicable product

or service prorated to the date of such termination. Upon such termination, Contractor's rights to access, process and use such Personal Data will immediately and automatically terminate and State agrees to pay for amounts due to Contractor for Contract Activities accepted and/or consumed by the State up until the point of such termination.

- iv. If the State, in its sole discretion determines that Contractor's access, processing, or use of State Data as described in this Section would cause the State to be in violation of any law, rule, regulation, or order, then the State has the right to terminate the applicable product or service without liability or penalty, including without limitation, payment of early termination or other fees, and Contractor shall refund any prepaid amounts for the applicable product or service prorated to the date of such termination. Upon such termination, Contractor's rights to access, process and use of such State Data will immediately and automatically terminate and State agrees to pay for amounts due to Contractor for Contract Activities accepted and/or consumed by the State up until the point of such termination.

c. RESERVED.

- d. Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or poses an imminent threat of compromising the security, confidentiality, availability, or integrity of State Data that references the State ("Data Breach"), Contractor must, as applicable: (a) notify the State without undue delay after becoming aware of a Data Breach, but no later than twenty-four (24) hours after confirmation of a Data Breach; (b) reasonably cooperate with the State in investigating the occurrence, including making available, to the extent possible, relevant records and other materials required to comply with applicable law or as otherwise reasonably required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) except as required in order to comply with applicable law, with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law; (ii) subject to the limitation of liability set forth in this Agreement under Section 27(c)(ii), reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law or, in the absence of any legally required monitoring services, for no less than 12 months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) subject to the limitation of liability set forth in this Agreement under Section 27(c)(ii), pay for the reasonable and actual costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) subject to the limitation of liability set forth in this Agreement under Section 27(c)(ii) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (h) be responsible for restoring lost State Data up to the backup provided by the State or if Contractor committed to performing backups as identified in product/service documentation then Contractor will restore to the backup as provided for in the product/service documentation; and (i) provide to the State a detailed plan within a mutually agreed upon timeframe describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. Except as required to comply with applicable law, the State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, referencing or identifying the State must be reviewed and approved by the State in writing prior to its dissemination. The parties agree that the costs described in sub-sections (c)(ii), (d), (f), and (h) relating to a breach of this **Section 29** are to be considered direct damages and not consequential damages. This Section survives termination or expiration of this Contract.

30. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

- a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information"

does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure). Except for De-Identified Systems Information, all State Data is deemed to be Confidential Information.

- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract or necessary for Contractor's delivery of products and services to the State; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying any unauthorized use or disclosure of any Confidential Information by the other party. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Discovery. To the extent permitted by law, each party shall notify the other party upon receipt of any requests seeking access to the Confidential Information described in this Section 30 promptly upon receipt of notice of the request for disclosure. A party will be authorized to disclose Confidential Information as may be required by applicable law pursuant to a valid order issued by a court or government agency or relevant regulatory authority (including a stock exchange), or a FOIA request, provided that the party provides, to the extent permitted by law: (i) prior written notice to the other party of such obligation; and (ii) the opportunity to oppose such disclosure. The notice and opportunity to oppose disclosure requirements do not apply to requests received by the State under the FOIA.
- e. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- f. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 30 calendar days (or other timeframe mutually agreed to in writing) from the date of termination, return to the other party upon request or make available for at least 30 calendar days for the State to download any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control. After complying with the foregoing, Contractor must permanently sanitize or destroy the Confidential Information from all media including backups using National Security Agency ("NSA") and/or National Institute of Standards and Technology ("NIST") (NIST Guide for Media Sanitization 800-88) data sanitation methods or as otherwise agreed by the parties. Upon request, each party must certify the destruction of the other party's Confidential Information in writing to the other party within thirty (30) days of the other party's request for destruction.

However, each party's legal ability to destroy the other party's Confidential Information may be restricted by its retention and disposal schedule, in which case the other party's Confidential Information will be destroyed after the retention period expires. Additionally, each party may retain the other party's Business Contact Information to the extent permitted by law in order to manage the commercial relationship between the parties.

31. Data Privacy, Information Security, Backup, and Disaster Recovery.

- i. **Data Privacy and Information Security.** Throughout the Term and at all times in connection with its actual or required performance of the Contract Activities, Contractor will maintain and enforce an information security program that complies with the requirements of the State's data security policies as set forth in the attached **Schedule A – Data Security Schedule**

- ii. **Third Party Components.** Throughout the Term, Contractor will make available updated information identifying and describing any third party and Open-Source Components included in the Software.
- iii. **Data Storage, Backup, Restoration and Disaster Recovery.** For State Data that is within Contractor's possession or control, Contractor must maintain or cause to be maintained backup, redundancy, and disaster avoidance and recovery procedures designed to safeguard State Data and the State's other Confidential Information, including Contractor's processing capability and the availability of the Software, in each case throughout the Term and at all times in connection with its actual or required performance of the Contract Activities hereunder. Contractor shall make available to the State information to enable the State to procure products and services covered by this Contract that allow for all State Data backed up by Contractor to be located in the continental United States. The force majeure provisions of this Contract do not limit Contractor's obligations under this section.
 - 1. Data Storage. Contractor will provide sufficient storage capacity pursuant to the terms of the licensed product.
 - 2. Data Backup. If and as agreed by the parties, Contractor will conduct, or cause to be conducted, periodic back-ups of State Data and perform, or cause to be performed, other periodic offline back-ups of State Data and store and retain such back-ups as specified in a Statement of Work, applicable Order, applicable product documentation, or otherwise agreed in writing by the parties. Contractor shall provide the State with information to enable the State to procure services that include the ability to extract State Data in Contractor's possession in a format and within a timeframe identified in the product/service documentation or as mutually agreed to by the parties.
 - 3. Data Restoration. If the data restoration is required due solely to the actions or inactions of the Contractor or its subcontractors, Contractor will promptly notify the State and complete actions required to restore service to normal production operation at its sole cost and expense. If requested, Contractor will restore data from Contractor's last uncorrupted backup of State Data upon written notice from the State and within a timeframe that is mutually agreed upon by the parties, and will be responsible for restoring lost State Data up to the backup provided by the State or if Contractor committed to performing backups as identified in product/service documentation then Contractor will restore to the backup as provided for in the product/service documentation.
 - 4. Disaster Recovery. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will maintain and operate a backup and disaster recovery plan to achieve a Recovery Point Objective (RPO), and a Recovery Time Objective (RTO) as required by the State in the applicable Statement of Work, Order, or otherwise agreed in writing by the parties (the "**DR Plan**"), and implement such DR Plan in the event of any unplanned interruption of Cloud Software. Upon request, Contractor shall make available to the State a subject matter expert to meet virtually and provide information on Contractor's DR Plan and tests, only to the extent that providing such information does not jeopardize Contractor's security posture. Contractor will actively test, review, and update the DR Plan on at least an annual basis using industry best practices as guidance.

32. **RESERVED.**

33. **RESERVED.**

- 34. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

- 35. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (d) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (e) the Contract signatory has

the authority to enter into this Contract; (f) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (g) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (h) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

36. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
37. **Compliance with Laws.** Contractor must comply with all federal, state, and local laws, rules, and regulations.
38. **RESERVED.**
39. **RESERVED.**
40. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and Executive Directive 2019-09. Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
41. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
42. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
43. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
44. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of God that are beyond their control and without their fault or negligence (each of the foregoing, a "Force Majeure Event"). Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party. No Force Majeure Event modifies or excuses Contractor's obligations under **Sections 29** (State Data), **30** (Non-Disclosure of Confidential Information), or **26** (Indemnification), or any Disaster Recovery, data backup or restoration, data retention, or security requirements under the Contract.
45. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to

creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

46. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
47. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
48. **RESERVED.**
49. **RESERVED.**
50. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
51. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
52. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
53. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.
54. **Accessibility Requirements.**
 - a. Contractor adopts the WCAG 2.0 Level A and AA standards as best practices for the design and testing of its Software products provided under the Contract. Contractor's objective is to deliver WCAG 2.1 Level A and where possible AA compliance over the 18 months after the execution date of this Contract.
 - b. Contractor maintains PATs for substantially all of the Software products provided under the Contract., currently located at <https://www.cisco.com/c/en/us/about/accessibility/voluntary-product-accessibility-templates.html>. In the event the State identifies a Software product for which Contractor has not prepared a PAT, Contractor will prioritize and expedite the preparation of a PAT for that Software product.
 - c. Throughout the Term of the Contract, at no additional costs to the State, Contractor must:
 - i. ensure that products and offers it provides to the state, including any upgrades or modifications to those products and offers, meet, or exceed (a) applicable legal requirements, and (b) any WCAG or other conformance claims Contractor makes in its applicable PAT(s) and/or other written material related to accessibility that are applicable to those products and offers;
 - ii. promptly respond to and resolve any complaint the State receives demonstrating that Contractor's products and offers do not meet or exceed (a) applicable legal requirements, and (b) any WCAG or other conformance claims Contractor makes in its applicable PAT(s) and/or other written material related to accessibility that are applicable to those products and offers, but only to the extent resolving any such complaint is commercially reasonable (e.g., no obligation to resolve complaints for a product slated for imminent "end of life"); and
 - iii. participate in the State of Michigan Digital Standards Review described below.
 - d. **State of Michigan Digital Standards Review.** The State may conduct a Digital Standards Review to assess accessibility and compliance with legal requirements applicable to Contractor's Software products and WCAG 2.0 Level AA. Contractor must reasonably assist the State with such review, which requires Contractor to submit evidence to the State to validate that its products meet or exceed (a) applicable legal requirements, and (b) any WCAG or other conformance claims Contractor makes in its applicable PAT(s) and/or other written material related to accessibility that are applicable to those products and offers. Subject to the limitations identified in Section 54(c)(ii), Contractor must promptly resolve any finding that its products do not meet or exceed (a) applicable legal requirements, and (b) any WCAG or other conformance claims Contractor makes in its applicable PAT(s) and/or other written material related to accessibility that are applicable to those products and offers, at its sole cost and expense.
 - e. Failure to comply with the requirements in this **Section** shall constitute a material breach of this Contract. Contractor shall be provided with a sixty (60) day cure period within which to cure any such breaches.
55. **CJIS Compliance.** Contractor must comply with the following if CJIS data security requirements are applicable:

- a. Contractor will comply with all Criminal Justice Information Services (CJIS) Security Policy requirements that are communicated to the Contractor in writing, including but not limited to the Federal Bureau of Investigation (FBI) CJIS Security Addendum attached as Exhibit B to the attached SCHEDULE A– DATA SECURITY Schedule and executing any additional agreement(s) if necessary and applicable.
- b. The State reserves the right to perform additional background checks on Contractor Personnel as may be required to comply with the CJIS Security Policy.
- c. During the term, Contractor will maintain complete and accurate records relating to its data protection practices and the security of any of the State's Confidential Information, including any backup, disaster recovery or other policies, practices or procedures relating to the State's Confidential Information and any other information relevant to its compliance with this Section. Contractor shall make all such records, appropriate personnel, and relevant materials available in the event of an audit initiated by the State or the FBI.

56. HIPAA Compliance. Contractor must comply with all obligations under HIPAA and its accompanying regulations, including but not limited to entering into a business associate agreement, if applicable.

SCHEDULE A – DATA SECURITY Schedule

1. Definitions. For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Schedule** shall have the respective meanings given to them in the Participating Addendum, Attachment 1 – State of Michigan Terms and Conditions, or Master Agreement.

“**Contractor Security Officer**” has the meaning set forth in **Section 2** of this Schedule.

“**FedRAMP**” means the Federal Risk and Authorization Management Program, which is a federally approved risk management program that provides a standardized approach for assessing and monitoring the security of cloud products and services.

“**FISMA**” means The Federal Information Security Modernization Act of 2014 (Pub.L. No. 113-283 (Dec. 18, 2014.)).

“**Hosted Services**” means Contractor’s hosting, management and operation of any operating environment, Software, other services (including support and subcontracted services), and related resources for access and use by the State and its Authorized Users, including any services and facilities related to disaster recovery obligations.

“**Hosting Provider**” means any subcontractor that is providing any or all of the Hosted Services under this Contract.

“**NIST**” means the National Institute of Standards and Technology.

“**PCI**” means the Payment Card Industry.

“**PSP**” or “**PSPs**” means the State’s IT Policies, Standards and Procedures.

“**SSAE**” means Statement on Standards for Attestation Engagements.

“**Security Accreditation Process**” has the meaning set forth in **Section 6** of this Schedule.

“**Services**” means Contract Activities.

2. Security Officer. Contractor will appoint a Contractor employee to respond to the State’s inquiries regarding the security of the Hosted Services who has sufficient knowledge of the security of the Hosted Services and the authority to act on behalf of Contractor in matters pertaining thereto (“**Contractor Security Officer**”).

3. Contractor Responsibilities. Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to:

- (a) ensure the security and confidentiality of the State Data;
- (b) protect against any anticipated threats or hazards to the security or integrity of the State Data;
- (c) protect against unauthorized disclosure, access to, or use of the State Data;
- (d) ensure the proper disposal of any State Data in Contractor’s or its subcontractor’s possession; and
- (e) ensure that all Contractor Personnel comply with the foregoing.

The State has established Information Technology (IT) PSPs to protect IT resources under the authority outlined in the overarching State 1305.00 Enterprise IT Policy. Contractor’s FedRAMP offerings must at all times materially comply with NIST 800-53 moderate controls.

This responsibility also extends to all service providers and subcontractors of FedRAMP offerings with access to State Data or an ability to impact the contracted solution. Contractor responsibilities are determined from the PSPs based on the services being provided to the State, the type of IT solution, and the applicable laws and regulations.

4. Acceptable Use Policy. To the extent that Contractor Personnel has been granted an account with user access rights to the State’s IT environment, Contractor must comply with the State’s Acceptable Use Policy, see https://www.michigan.gov/documents/dtmb/1340.00.01_Acceptable_Use_of_Information_Technology_Standard_458958_7.pdf. All such Contractor Personnel will be required, in writing, to agree to the State’s Acceptable Use Policy before accessing State systems. The State reserves the right to terminate Contractor’s and/or subcontractor(s) or any Contractor Personnel’s access to State systems if the State determines a violation has occurred.

5. Protection of State's Information. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will:

5.1 for Contractor Products selected by the State that are identified as FedRAMP authorized and the Hosted Services are provided by one or more Hosting Providers, each Hosting Provider must maintain FedRAMP authorization for the Products' Hosted Services environments throughout the Term, and in the event a Hosting Provider is unable to maintain FedRAMP authorization, the State, at its sole discretion, may immediately terminate its use of Contractor's Products for cause pursuant to **Section 23** of the Contract;

5.2 for Contractor Products where the Hosted Services are provided by the Contractor, the Contractor will provide the State with information to enable the State to procure Contractor's Products. Products that maintain either a FedRAMP authorization or an annual SSAE 18 SOC 2 Type II audit based on State required NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs ("**State Compliant SSAE 18 Audit**").

5.3 for Contractor Products selected by the State that are FedRAMP authorized or meet State Compliant SSAE 18 Audit requirements and where the Hosted Services are provided by the Contractor, Contractor will maintain either a FedRAMP authorization or a State Compliant SSAE 18 Audit throughout the Term. If the State selects such Products and the Contractor fails to maintain a FedRAMP authorization or State Compliant SSAE 18 Audit throughout the Term, the State, at its sole discretion, may immediately terminate its use of the Contractor Products for cause pursuant to **Section 23** of the Contract.

5.4 provide the State with information to enable the State to procure Contractor's Services and Products that ensure that the Software and State Data is securely hosted, supported, administered, accessed, and backed up in a data center(s) that resides in the continental United States, and minimally meets Uptime Institute Tier 3 standards (www.uptimeinstitute.com), or its equivalent;

5.5 provide the State with information to enable the State to procure Contractor's Services and Products that maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its processing of the State Data that complies with the requirements of the State's data security policies as set forth in this Contract, and must, at a minimum, remain compliant with FISMA and NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs;

5.6 provide technical and organizational safeguards against accidental, unlawful, or unauthorized access to or use, destruction, loss, alteration, disclosure, encryption, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of State Data and the nature of such State Data;

5.7 take all reasonable measures designed to:

(a) secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against "malicious actors" and others who may seek, without authorization, to destroy, disrupt, damage, encrypt, modify, copy, access or otherwise use Hosted Services or the information found therein; and

(b) prevent (i) the State and its Authorized Users from having access to the data of other customers or such other customer's users of the Services; (ii) State Data from being commingled with or contaminated by the data of other customers or their users of the Services, the foregoing does not prevent Contractor from aggregating Systems Information as authorized under this Contract; and (iii) unauthorized access to any of the State Data;

5.8 ensure that Customer Content is encrypted in transit and at rest using industry best practices, and provide the State with information to enable the State to procure Services that encrypt State Data, in transit and at rest, using FIPS validated AES encryption modules and a key size of 128 bits or higher;

5.9 provide the State with information to enable the State to procure Services and Products that ensure the Hosted Services support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML), Open Authentication (OAuth) or comparable State approved mechanisms;

5.10 provide the State with information to enable the State to procure Services or Products that ensure the Hosted Services or Products implement NIST compliant multi-factor authentication for privileged/administrative and other identified access.

6. Security Accreditation Process. Throughout the Term, Contractor will reasonably assist the State, at no additional cost, with its **Security Accreditation Process**, which refers to the annual completion, upon request, of an industry standard security questionnaire such as a SIG or CAIQ and collaborate with the State in good faith to achieve resolution of unresolved SSP control questions for Contractor Products selected by the State that are FedRAMP authorized.

7. Unauthorized Access. Contractor may not access, and shall not permit any access to, State systems, in whole or in part, whether through the Hosted Services or otherwise, without the State's express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Notwithstanding the foregoing, for remote technical support / troubleshooting services requested by the State's users, the requirement of express prior written authorization shall be replaced with the authorization and access granted by the State's user during Contractor's provision of such remote technical support / troubleshooting service. Any access to State systems must be solely in accordance with the Contract and this Schedule, and in no case exceed the scope of the State's or its users' authorization pursuant to this Section. All authorized connectivity or attempted connectivity to State systems shall be only through the State's security gateways and firewalls and in compliance with the State's security policies set forth in the Contract as the same may be supplemented or amended by the State and provided to Contractor from time to time.

8. Security Audits.

8.1 During the Term, Contractor will maintain complete and accurate records of its data protection practices, IT security controls, and the relevant security logs relating to State Data, including but not limited to any backup, disaster recovery or other policies, practices or procedures relating to the State Data and any other information relevant to its compliance with this Contract.

8.2 Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Services and from time to time during the term of this Contract but not more often than once per calendar year. The State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. The parties shall agree on the specific time, location, duration, manner, and scope of such audit. If the State chooses to perform an on-site audit, Contractor will make relevant records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State: (i) gives Contractor at least 6 weeks prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year, except in the case of a material data breach impacting State Data; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of the Contract.

8.3 During the Term, Contractor will, when requested by the State, provide a redacted copy or summary of Contractor's or Hosting Provider's FedRAMP System Security Plan(s) for the FedRAMP Services purchased by the State to the extent permitted by law, or make available from Contractor's online resources (ex: Cisco's Trust Portal) to the State SOC 2 Type 2 report(s) that the Contractor maintains if identified in the product/service documentation. The System Security Plan and SSAE audit reports will be recognized as Contractor's Confidential Information.

8.4 With respect to State Data, Contractor must resolve any material audit findings for Contractor Products selected by the State that do not meet applicable regulatory controls as identified in Contractor's product documentation and/or other written material applicable to such Products made available to the State as of the date of procurement of such Product or Service.

8.5 The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work or its use of the Contractor Services or Products without limitation and without liability if the State determines that Contractor materially fails or has failed to meet its obligations under this **Section 8** and has not cured such failure within 60 days.

9. Application Scanning. During the Term, Contractor must, at its sole cost and expense, scan all Contractor provided applications, and must analyze, remediate, and validate all vulnerabilities identified by the scans pursuant to the Contractor's prioritization of such vulnerabilities, based upon their criticality (e.g., nature, severity, likelihood).

Upon request, Contractor shall provide the State with information to enable the State to procure only Contractor Services and Products that perform application scanning and remediation that include each of the following types of scans and activities:

9.1 Dynamic Application Security Testing (DAST) – Scanning interactive application for vulnerabilities, analysis, remediation, and validation (may include Interactive Application Security Testing (IAST)).

9.2 Static Application Security Testing (SAST) - Scanning source code for software and applications provided to the state for vulnerabilities, analysis, remediation, and validation.

9.3 Software Composition Analysis (SCA) – Third party and/or Open-Source Scanning for vulnerabilities, analysis, remediation, and validation.

9.4 In addition, application scanning and remediation may include the following types of scans and activities if required by regulatory or industry requirements, data classification or otherwise identified by the State.

(a) If provided as part of the solution, all native mobile application software must meet these scanning requirements including any interaction with an application programming interface (API).

(b) Penetration Testing – Simulated attack on the application and infrastructure to identify security weaknesses.

10. Infrastructure Scanning.

10.1 For Hosted Services, Contractor must provide the State with information to enable the State to procure Services that ensure the infrastructure and applications are scanned using a PCI approved scanning tool (Qualys, Tenable, or other PCI Approved Vulnerability Scanning Tool) at least monthly. Contractor will address the remediation of issues identified in the scan according to the Contractor's prioritization of such issues, based upon their criticality (e.g., nature, severity, likelihood).

11. Nonexclusive Remedy for Security Breach.

11.1 Any material failure of the Services to substantially meet the requirements of this Schedule with respect to the security of any State Data or other Confidential Information of the State, including any related backup, disaster recovery or other policies, practices or procedures, is a material breach of the Contract for which the State, after providing the Contractor with a 60 day cure period, at its option, may terminate the Contract immediately upon written notice to Contractor, and Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination.

SCHEDULE A, Exhibits:

Contractor must comply with the following Exhibits when applicable:

Exhibit A – Tax Regulation (Federal and State)

Exhibit B – FBI CJIS

Exhibit C - PCI Compliance and CEPAS

**SCHEDULE A, Exhibit A – Federal Tax Regulation
(Commonly known as IRS Publication 1075, Exhibit 7)**

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (5) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (6) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (7) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- (8) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access

FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

SCHEDULE A, Exhibit A – State of Michigan, State Tax Information Attachment**SAFEGUARD REQUIREMENTS OF CONFIDENTIAL TAX DATA**

This section sets forth the safeguard requirements for handling, storage, and processing of confidential tax information for a Contractor and their subcontractor(s) and is incorporated as an integral part of the Contract. It will facilitate administration and enforcement of the laws of the State of Michigan in a manner consistent with the applicable statutes, regulations, published rules and procedures or written communication.

I. Authority

Authority for the Michigan Department of Treasury to require that this section be included in the Contract is contained in 1941 PA 122, as amended, MCL 205.28(1)(f), which subjects current or former contractors to the same restrictions and penalties imposed upon department employees regarding the treatment of confidential information. A private contractor or its employees are strictly prohibited from disclosing taxpayer information to a third party. The prohibition against disclosure does not bar an employee of a private contractor with whom the State of Michigan (State) contracts that processes tax returns or payments pursuant to the Contract from having access to confidential information that is reasonably required for the processing or collection of amounts due this State. Private contractors and any subcontractors will follow Treasury guidelines for Authorized representatives.

II. Confidentiality

It is agreed that all information exchanged under this section will be kept confidential in accordance with the confidentiality provisions contained in the Revenue Act, MCL 205.28(1)(f)-which states in part;

“Except as otherwise provided in this subdivision, an employee, authorized representative, or former employee or authorized representative of the department or anyone connected with the department will not divulge any facts or information obtained in connection with the administration of a tax or information or parameters that would enable a person to ascertain the audit selection or processing criteria of the department for a tax administered by the department.”

Confidential information obtained under this contract will not be disclosed except as required by state law, or in the proper administration of applicable laws, promulgated rules and procedures. In the event, confidentiality statutes are amended, Treasury will notify Contractor of any changes. No employee, agent, authorized representative, or legal representative of Contractor will disclose any information obtained by virtue of this section to any other division within their company or any other governmental agency, department, or unit within such governmental agency whether local, state, federal or foreign, department or unit within such governmental agency, or any unauthorized third party. No tax returns or tax return information accessed by Contractor will be duplicated or disseminated within or outside the company without the written approval of the Contract Compliance Inspector. Tax returns and tax return information remain the property of Treasury.

Contractor may use a taxpayer's name, address and Social Security number or employer identification number to the extent necessary in connection with the processing and mailing of forms for any report or return required in the administration of any tax in the performance of the Contract. The use of the Social Security number must be in accordance with the state Social Security Number Privacy Act 454 of 2004, as amended.

Confidential information obtained under this agreement will not be disclosed in part of a report or document that is subject to FOIA.

The penalties for violating the confidentiality provisions of the Revenue Act are contained in, MCL 205.28(2) and MCL 205.27(4). MCL 205.28(2) states:

“A person who violates subsection (1)(e), (1)(f), (4) or (5) is guilty of a felony, punishable by a fine of not more than \$5,000.00, or imprisonment for not more than 5 years, or both, together with the costs of prosecution. In addition, if the offense is committed by an employee of this state, the person will be dismissed from office or discharged from employment upon conviction.”

MCL 205.27(4) states:

A person who is not in violation pursuant to subsection (2), but who knowingly violates any other provision of this act, or of any statute administered under this act, is guilty of a misdemeanor, punishable by a fine of not more than \$1,000.00, or imprisonment for not more than 1 year, or both.

Information received by Treasury from the U.S. Internal Revenue Service, pursuant to section 6103(d) of the Internal Revenue Code or any other federal agency will not be subject to the exchange.

III. Procedure for Security

Contractor will safeguard any tax return information obtained under the Contract as follows:

- A. Access to the tax returns and tax return information will be allowed only to those authorized employees and officials of Contractor who need the information to perform their official duties in connection with the uses of the information authorized in this Contract.
- B. Any records created from tax returns and tax return information will be stored in an area that is physically safe from access by unauthorized persons during duty hours and locked in a secure area during non-duty hours, or when not in use.
- C. Any records matched and any records created by the match will be processed under the immediate supervision and control of authorized personnel in a manner in which will protect the confidentiality of the records, and in such a way that unauthorized persons cannot retrieve any such records by means of a computer, remote terminal, or other means.
- D. All personnel who will have access to the tax returns and tax return information and to any records created by the tax return information will be advised annually of the confidential nature of the information, the safeguards required to protect the information and the civil and criminal sanctions for noncompliance contained in MCL 205.28 (2) and MCL 205.27(4) and will sign confidentiality certifications.
- E. All confidential information, electronic and paper, will be secured from unauthorized access and with access limited to designated personnel only. State tax return information will not be commingled with other information. All Michigan tax returns and return information will be marked as follows: **CONFIDENTIAL - DO NOT DISCLOSE - MICHIGAN TREASURY TAX RETURN INFORMATION**
- F. Treasury, Office of Privacy and Security or Contract Compliance Inspector may make onsite inspections or make other provisions to ensure that adequate safeguards are being maintained by the Contractor.
- G. The Treasury Office of Privacy and Security may monitor compliance of systems security requirements during the lifetime of the Contract or any extension.
- H. Contractor will also adopt policies and procedures to ensure that information contained in their respective records and obtained from Treasury and taxpayers will be used solely as stipulated in the Contract.

IV. Computer System Security of Tax Data

The identification of confidential tax records and defining security controls are intended to protect Treasury tax return information from unlawful disclosure, modification, destruction of information and unauthorized secondary uses.

Computer system security and physical security of tax data stored and processed by Contractor must be in compliance with the following security guidelines and standards established by Treasury. These guidelines apply to any computer system developed by Contractor, either through its own systems staff, or through a contractor, subcontractor, or vendor):

A. Controlled Access Protection

All computer systems processing, storing, and transmitting Michigan tax information must have computer access protection controls. These security standards are delineated in the National Institute of Standards and Technology (NIST) Special

Publications number 800-53 "Recommended Security Controls for the Federal Information Systems" at <http://csrc.nist.gov/publications/PubsSPs.html>. To meet these standards, the operating security features of the system must have the following minimum requirements: a security policy, accountability, assurance, and documentation.

- 1) **Security Policy** – A security policy is a written document describing the system in terms of categories of data processed, users allowed access and access rules between the users and the data. Additionally, it describes procedures to prevent unauthorized access by clearing all protected information on objects before they are allocated or reallocated out of or into the system. Further protection must be provided where the computer system contains information for more than one program/project, office, or Agency and that personnel do not have authorization to see all information on the system.
- 2) **Accountability** – Computer systems processing Michigan tax information must be secured from unauthorized access. All security features must be available (audit trails, identification, and authentication) and activated to prevent unauthorized users from indiscriminately accessing Michigan tax information. Everyone who accesses computer systems containing Michigan tax information is accountable. Access controls must be maintained to ensure that unauthorized access does not go undetected. Computer programmers and contractors who have a need to access databases, and are authorized under the law, must be held accountable for the work performed on the system. The use of passwords and access control measures must be in place to identify who accessed protected information and limit that access to persons with a need to know.

a) On-line Access –Users will be limited to any Treasury on-line functions, by limiting access through functional processing controls and organization restrictions.

Any employee granted access privileges through the Contractor's Security Administrator will be approved for access and viewing rights to Treasury on-line systems by the Department of Treasury, Office of Privacy and Security.

b) Operating Features of System Security

Contractor must meet the following levels of protection with respect to tax return information. Individual user accountability must be ensured through user identification number and password.

- i. Access rights to confidential tax information must be secured through appropriate levels of authorization.
- ii. An audit trail must be maintained of accesses made to confidential information.
- iii. All confidential and protected information must be cleared from a system before it is used for other purposes not related to the enforcement, collection or exchange of data not covered by this section or by an addendum to this Contract.
- iv. Hard copies made of confidential tax return information must be labeled as confidential information.
- v. Confidential Treasury tax information will be blocked or coded as confidential on system.
- vi. Any computer system in which Michigan tax return information resides must systematically notify all users upon log-in of the following disclosure penalties for improperly accessing or making an authorized disclosure of Michigan tax return information:

NOTICE TO EMPLOYEES AND AUTHORIZED REPRESENTATIVES

This system contains Michigan Department of Treasury tax return information. **DO NOT DISCLOSE OR DISCUSS MICHIGAN RELATED TAX RETURN INFORMATION** with unauthorized individuals. The Revenue Act at MCL 205.28(1)(f) prohibits such disclosure.

MICHIGAN PENALTIES

A person making a willful unauthorized disclosure or inspection (browsing) of tax return information may be charged with the following Michigan penalties:

- Criminal penalties up to \$5,000 and/or imprisonment for 5 years, plus costs and dismissal from employment if it is found that a current or former employee or authorized representative has made an unauthorized disclosure of a tax return or tax return information or divulged audit selection or processing parameters. [MCL 205.28(2)]
- A misdemeanor, punishable by a fine of not more than \$1,000.00, or imprisonment for not more than 1 year, or both if the person is not in violation pursuant to MCL 205.27(2), but who knowingly violates any other provision of this act, or of any statute administered under this act.

This statement is subject to modification. A confidentiality statement, subject to modification, will be sent as needed by the Security Administrator to all employees, contractors, and legal representatives of Contractor.

- 3) **Assurance** – Contractor must ensure that all access controls and other security features are implemented and are working when installed on their computer system. Significant enhancements or other changes to a security system must follow the process of review, independent testing, and installation assurance. The security system must be tested at least annually to assure it is functioning correctly. All anomalies must be corrected immediately.
 - a) The Contractor must initiate corrective action for all non-conformities as soon as detected and immediately advise the Contract Compliance Inspector. Notice of the corrective action must be provided to the Contract Compliance Inspector. All non-conformities must be reported to the Contract Compliance Inspector with the following:
 - a. Duration of non-conformity/interruption
 - b. Reason for non-conformity/interruption
 - c. Resolution.
 - b) All non-conformities to the specifications/tasks of the Contract must be corrected within four (4) hours. The State recognizes there will be instances when adherence to this time frame will not be possible. However, the State will only tolerate this on an exception basis. To request an exception to this time frame, the Contractor must submit a detailed project plan to address the non-conformity within four (4) hours to the Contract Compliance Inspector for approval.
- 4) **Documentation** – Design and test documentation must be readily available to the state. The developer or manufacturer should initially explain the security mechanisms, how they are implemented and their adequacy (limitations). This information should be passed on to the security officer or supervisor. Test documentation should describe how and what mechanisms were tested and the results. If recognized organizations/tests/standards are used, then a document to that effect will suffice. For example, a system that has been tested and certified as meeting certain criteria may have a document stating this fact, without detailed tests/results of information. Contractor, however, must ensure the documentation covers the exact system and that it includes the specific computer system used by Contractor.

Additionally, documentation must include a security administrator's guide. The security administrator's guide is addressed to the System's Administrator and Security Officer and will describe the protection mechanisms provided by the security system, guidelines on their use and how they interact. This document will present cautions about security functions and describe privileges that should be controlled when running a secure system. The document will be secured and locked at all times with access rights only by the Systems Administrator and Security Officer.

Note: When a security system is designed or purchased for a specific computer or computer system, the security mechanisms must be reviewed by the State to ensure that needed security parameters are met. An independent test should be implemented on the specific computer or computer system to ensure that the security system meets the security parameters within this contract and developed with the computer system. The test may be arranged by the developer but must be done by an independent organization. Contractor must assign responsible individuals (Security Officers) with knowledge of information technology and applications to oversee the testing process. These individuals must be familiar with technical controls used to protect the system from unauthorized entry.

Finally, contingency and backup plans must be in place to ensure protection of Michigan tax information.

V. Electronic Transmission of Michigan Tax Information

The two acceptable methods of transmitting Michigan tax information over telecommunications devices are encryption and using guided media. Encryption involves altering data objects in a way that the objects become unreadable until deciphered with the appropriate software at the intended destination. Guided media involves transmission of data over twisted pair cable, coaxial cable, or end to end fiber optics which are typically used in secure computer networks like the state's Local Area Network (LAN), telephone systems, and television distribution.

Cryptography standards have been adopted by the IRS and can be used to provide guidance for encryption, message authentication codes or digital signatures and digital signatures with or without an associated certification infrastructure. For further information, see IRS Publication 1075 at the IRS web site.

Unencrypted cable circuits of fiber optics are an acceptable alternative for transmitting Michigan tax information. Adequate measures must be taken to ensure that circuits are maintained on cable and not converted to unencrypted radio or microwave transmission. Additional precautions should be taken to protect the cable, i.e., burying the cable underground or in walls or floors and providing access controls to cable vaults, rooms and switching centers.

A. Remote Access

Accessing databases containing Michigan tax information from a remote location – that is, a location not directly connected to the Local Area Network (LAN) will require adequate safeguards to prevent unauthorized entry.

For remote access, the contractor is required to use an identification security card that requires both PIN and card in possession. The State identified and approved methods for remote vendor access are as follows:

- SecureID through VPN – State provided SecureID taken and VPN software in order to access State of Michigan resources. Appropriate Acceptable Use policies and signoffs are required
- Follow-the Sun SecureID – Vendor is provided with VPN software and a SOM technical resource coordinates with the DTMB Client Service Center to provide secure ID code access to specific State of Michigan resources. Appropriate Acceptable Use Policies and signoffs are required.

B. Portable Computer Devices

Any entrusted confidential information collected or accessed during this Contract must be encrypted when stored on all storage devices and media. This includes, but not limited to, disk drives for servers and workstations, and portable memory media (PDAs, RAM drives, memory sticks, etc.).

VI. Record Keeping Requirements for Information Received

Each Contractor, requesting and receiving information will keep an accurate accounting of the information received. The audit trail will be required which will include the following information:

- a. Taxpayer's name
- b. Identification number
- c. Information requested
- d. Purpose of disclosure request
- e. Date information received
- f. Name of Division and employee making request
- g. Name of other employees who may have had access
- h. Date destroyed
- i. Method of destruction

The Contractor will adopt and implement formal procedures to:

- Ensure proper handling of tax returns and tax return information;
- Secure and safeguard information from unauthorized use; and

- Ensure appropriate destruction of information and materials retrieved from Treasury.

A. Electronic Media

Contractor will keep an inventory of magnetic and electronic media received under the Contract.

Contractor must ensure that the removal of tapes and disks and paper documents containing Michigan tax return information from any storage area is properly recorded on charge-out records. Contractor is accountable for missing tapes, disks, and paper documents.

Recordkeeping Requirements of Disclosure Made to State Auditors

When disclosures are made by Contractor to State Auditors, these requirements pertain only in instances where the Auditor General's staff extracts Michigan tax returns or tax information for further review and inclusion in their work papers. Contractor must identify the hard copies of tax records or if the tax information is provided by magnetic tape format or through other electronic means, the identification will contain the approximate number of taxpayer's records, the date of inspection, the best possible description of the records and the name of the Auditor(s) making the inspection.

The Disclosure Officer must be notified, in writing, of any audits done by auditors, internal or otherwise, of Contractor that would involve review of Treasury processing parameters.

VII. Contract Services

To the extent the Contractor employs an independent agency, consultant, or agent to process confidential information which includes Michigan tax return information; the Contractor will notify the Treasury Disclosure Officer before the execution of any such agreement. Each agreement will include in the agreement the following recommended safeguard provisions:

1. The identification of confidential tax records and defining security controls are intended to protect Treasury tax return information from unlawful disclosure, modification, destruction of information and unauthorized secondary uses.

Definition of Treasury Tax Return Information as defined in Revenue Administrative Bulletin (RAB) 1989-39:

Taxpayer's identity, address, the source or amount of his/her income, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, tax withheld, deficiencies, over assessments, or tax payments whether the taxpayer's return was, is being or will be examined or subject to their investigation or processing, or any other data, received by, recorded by, prepared by, furnished to or collected by the agency with respect to a return or with respect to the determination of the existence, or liability (or the amount thereof) of any person under the tax laws administered by the Department, or related statutes of the state for any tax, penalty, interest, fine, forfeiture, or other imposition or offense. The term "tax return information" also includes any and all account numbers assigned for identification purposes.

2. An acknowledgment that a taxpayer has filed a return is known as a "fact of filing" and may not be disclosed. All tax return data made available in any format will be used only for the purpose of carrying out the provisions of the Contract between Contractor and the sub-contractor. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract between Contractor and the subcontractor. In addition, all related output will be given the same level of protection as required for the source material.
3. The subcontractor will certify that the data processed during the performance of the Contract between Contractor and the subcontractor will be completely purged from all data storage components of the subcontractor's computer facility, and no output will be retained by the subcontractor at the time the work is completed.
4. Destruction of tax data, including any spoilage or any intermediate hard copy printout which may result during the processing of Michigan tax return information, will be documented with a statement containing the date of destruction,

description of material destroyed, and the method used. Destruction parameters must meet the standards of Section IX, Disposal of Tax Information, of this agreement.

5. Computer system security and physical security of tax data stored and processed by the subcontractor must be in compliance with security guidelines and standards established by this contract. See section VI (Record Keeping Requirements for Information Received in Paper Format) for more details.
6. The Contractor will be responsible for maintaining a list of employees authorized to access Michigan tax return information and will provide a copy of such list to Treasury.
7. No work involving information furnished under the contract will be subcontracted without the specific approval of Treasury. Contractor and approved subcontractors handling Michigan tax return information will be required to sign the *Vendor, Contractor or Subcontractor Confidentiality Agreement* provided by Treasury, (Form 3337, see Attachment A). The original agreements will be returned to the Disclosure Officer for the Department of Treasury and a copy sent to the Contract Compliance Inspector.

VIII. Transport of Tax Information

In the event, it is necessary to transport confidential tax return information the Contractor is responsible for holding the carrier responsible for safeguarding the records. The Contractor must obtain a signed *Vendor, Contractor or Subcontractor Confidentiality Agreement* (Form 3337, see Attachment A) for each carrier employee who has access to Michigan tax return information. The original agreements will be returned to the Department of Treasury, Disclosure Officer and a copy sent to the Contract Compliance Inspector.

If it is necessary to transfer records and responsibility for transport to a third carrier due to a mishap during transportation, the Contractor is responsible for ensuring safeguard standards remain enforce. This type of incident will be documented in accordance with the incident reporting guidelines in procedure PT-03253, "Incident Reporting and Handling".

Any such incidents must be reported to the Contract Administrator immediately.

IX. Disposal of Tax Information

Materials furnished to Contractor, such as tax returns, remittance vouchers, W-2 reports, correspondence, computer printouts, carbon paper, notes, memorandums, and work papers will be destroyed by burning, mulching, pulverizing, or shredding. If shredded, destroy paper using crosscut shredders which produce particles that are 1 mm x 5mm (0.04in x 0.2 in.) in size (or smaller).

Data tracks should be overwritten or reformatted a minimum of three times or running a magnetic strip over entire area of disk at least three (3) times to remove or destroy data on the disk media-electronic data residing on any computer systems must be purged based on Treasury's retention schedule.

Contractor and its subcontractor(s) will retain all confidential tax information received by Treasury only for the period of time required for any processing relating to the official duties and then will destroy the records. Any confidential tax information that must be kept to meet evidentiary requirements must be kept in a secured, locked area and properly labeled as confidential return information. See Procedure for Security (Section III of this agreement) for more details.

X. Security Responsibility

Contractor will designate a security person who will ensure that each individual having access to confidential tax information or to any system which processes Michigan tax return information is appropriately screened, trained, and executes a *Vendor, Contractor or Subcontractor Confidentiality Agreement* (Form 3337, see Attachment A) before gaining access or transaction rights to any process and computer system containing Treasury tax return information.

Each Contractor or their subcontractor(s) employees' access and transaction rights will be reviewed periodically to ensure that there is a need-to-know Treasury tax return information displayed in any media.

Michigan tax return information will be made available only to individuals authorized by the Contract. Contractor will maintain a list of persons authorized to request and receive information and will update the list as necessary. A copy of the list must be furnished to the Michigan Department of Treasury Disclosure Officer and Contract Compliance Inspector.

XI. Security Breach Notification

The Contractor is required to report to Treasury, on Form 4000, Incident Reporting (Attachment B) any use or disclosure of confidential information, whether suspected or actual, **immediately** after becoming aware of the misuse or disclosure. The Contractor may substitute its internal form for Form 4000 if all pertinent information is included.

The Contractor agrees to immediately contain the breach if it is determined ongoing.

Treasury has the right to terminate the Contract when a breach has occurred, and the Contractor cannot demonstrate proper safeguards were in place to avert a breach. Treasury must approve Contractor's resolution to the breach.

XIII. Certification of Compliance

The Contractor will fully protect State Tax Information (STI) entrusted to them. Each Contractor or subcontractor who will have access to STI must read and sign a confidentiality agreement. This contract requires that all information obtained from the Michigan Department of Treasury under the Revenue Act, PA 122 of 1941, MCL 205.28 (1)(f) be kept confidential. In the event of a security breach involving STI in the possession of the Contractor, the Contractor agrees to provide full cooperation to conduct a thorough security review. The review will validate compliancy with the Contract, and state laws and regulations.

If, as a result of the Contractor's failure to perform as agreed, the State is challenged by a governmental authority or third party as to its conformity to or compliance with State, Federal and local statutes, regulations, ordinances, or instructions; the Contractor will be liable for the cost associated with loss of conformity or compliance.

The Contractor understands the cost reflects violation fines identified by the Michigan Social Security Number Privacy Act, 454 of 2004 and the Michigan Identity Theft Protection Act, Act 452 of 2004 as amended.

XI. Effective Date

These Safeguard requirements will be reviewed whenever the Contract modifications include specifications or processes that affect tax data.

[Reset Form](#)

Michigan Department of Treasury
3337 (Rev. 10-16)

Vendor, Contractor or Subcontractor Confidentiality Agreement

The Revenue Act, Public Act 122 of 1941, MCL 205.28(1)(f), the City Income Tax Act, Public Act 284 of 1964, MCL 141.674(1), and Internal Revenue Code (IRC) 6103(d), make all information acquired in administering taxes confidential. The Acts and IRC hold a vendor, contractor or subcontractor and their employees who sell a product or provide a service to the Michigan Department of Treasury, or who access Treasury data, to the strict confidentiality provisions of the Acts and IRC. Confidential tax information includes, but is not limited to, information obtained in connection with the administration of a tax or information or parameters that would enable a person to ascertain the audit selection or processing criteria of the Michigan Department of Treasury for a tax administered by the department.

INSTRUCTIONS. Read this entire form before you sign it. If you do not complete this agreement, you will be denied access to Michigan Department of Treasury and federal tax information. After you and your witness sign and date this form, keep a copy for your records. Send the original to the address listed below.

Company Name and Address (Street or RR#, City, State, ZIP Code)		Last Name	First Name
		Driver License Number/Passport Number	Telephone Number
State of Michigan Department	Division	Subcontractor Name if Product/Service Furnished to Contractor	
Describe here or in a separate attachment the product or service being provided to the State of Michigan Agency (Required).			

Confidentiality Provisions. It is illegal to reveal or browse, except as authorized:

- All tax return information obtained in connection with the administration of a tax. This includes information from a tax return or audit and any information about the selection of a return for audit, assessment or collection, or parameters or tolerances for processing returns.
- All Michigan Department of Treasury or federal tax returns or tax return information made available, including information marked "Official Use Only". Tax returns or tax return information shall not be divulged or made known in any manner to any person except as may be needed to perform official duties. Access to Treasury or federal tax information, in paper or electronic form, is allowed on a **need-to-know** basis only. Before you disclose returns or return information to other employees in your organization, they must be authorized by Michigan Department of Treasury to receive the information to perform their official duties.
- Confidential information shall not be disclosed by a department employee to confirm information made public by another party or source which is part of any public record. 1999 AC, R 2005.1004(1).

Violating confidentiality laws is a felony, with penalties as described:

Michigan Penalties

MCL 205.28(1)(f) provides that you may not willfully disclose or browse any Michigan tax return or information contained in a return. Browsing is defined as examining a return or return information acquired without authorization and without a **need to know** the information to perform official duties. Violators are guilty of a **felony** and subject to **fines of \$5,000 or imprisonment for five years, or both**. State employees will be discharged from state service upon conviction.

Any person who violates any other provision of the Revenue Act, MCL 205.1, et seq., or any statute administered under the Revenue Act, will be guilty of a misdemeanor and **fined \$1,000 or imprisonment for one year, or both**, MCL 205.27(4).

City Penalties

MCL 141.674(2) provides that any person divulging confidential City Tax information is guilty of a misdemeanor and subject to a fine not exceeding \$500 or imprisonment for a period not exceeding 90 days, or both, for each offense.

Federal Penalties

If you willfully disclose federal tax returns or tax return information to a third party, you are guilty of a **felony with a fine of \$5,000 or imprisonment for five years, or both, plus prosecution costs** according to the Internal Revenue Code (IRC) §7213, 26 USC 7213.

In addition, inspecting, browsing or looking at a federal tax return or tax return information without authorization is a **felony violation** of IRC §7213A subjecting the violator to a **\$1,000 fine or imprisonment for one year, or both, plus prosecution costs**. Taxpayers affected by violations of §7213A must be notified by the government and may bring a civil action against the federal government and the violator within two years of the violation. Civil damages are the **greater of \$1,000 or actual damages** incurred by the taxpayer, plus the costs associated with bringing the action, 26 USC 7431.

Failure to comply with this confidentiality agreement may jeopardize your employer's contract with the Michigan Department of Treasury.

Certification		
By signing this Agreement, I certify that I have read the above confidentiality provisions and understand that failure to comply is a felony.		
Print name of employee signing this agreement	Signature of person named above	Date signed
Print Witness Name (Required)	Signature of Witness (Required)	Date signed

Submit your form to the following address:

Office of Privacy and Security/ Disclosure Unit
Michigan Department of Treasury
430 W. Allegan Street
Lansing, MI 48922

Questions, contact the Office of Privacy and Security by telephone, 517-636-4239; fax, 517-636-5340; or email:
Treas_Disclosure@michigan.gov

Michigan Department of Treasury
4000 (Rev. 05-14)

Reset Form

Incident Report

INSTRUCTIONS: Complete Parts 1 and 2 and immediately submit Initial Report to the Office of Privacy and Security. After incident resolution, submit Final Report (Parts 1, 2 and 3) to the Office of Privacy and Security. Refer to Procedure PT-03253, Incident Reporting and Handling.

PART 1: A. CONTACT INFORMATION (Reporting Entity)			
Full Name (Last, First, Middle Initial)		Division/Office	
Telephone Number	Fax Number	E-Mail Address	
B. CONTACT INFORMATION (Affected Entity)			
Full Name (Last, First, Middle Initial)		Division/Office	
Telephone Number	Fax Number	E-Mail Address	
PART 2: INCIDENT INFORMATION			
Whose information was involved in the incident? ☐ Treasury ☐ Federal Tax Information ☐ Other State Agency, specify _____ ☐ Other _____			
Incident Category (select all that apply)			
☐ Passwords Shared/Stolen	☐ Computer Virus/Spam	☐ Paper Archives Compromised	
☐ Misrouted Communications	☐ Data Destruction/Deletion	☐ Safe/Lockbox/other Compromise	
☐ Unauthorized Access	☐ Backups Missing or Stolen	☐ Delivery of Documents Lost	
☐ Fraudulent Actions	☐ Hacking of Networks/Systems	☐ Inappropriate Destruction Paper	
☐ Lost/Stolen Information/Data	☐ Improperly Secured Sys/Web	☐ Inappropriate Destruction Media	
☐ Lost/Stolen Cash/Checks	☐ Circumvention of Security Protocols	☐ Lost/Stolen Equipment	
☐ Inappropriate Building Access	☐ _____	☐ _____	
Incident Affects			
☐ Financial Information/Resources	☐ Personal Information (SSN, Driver License No. Financial information)	☐ Unauthorized/Unlawful Activity	
☐ Confidential/Sensitive Information	☐ Human Resources (threat)	☐ Other _____	
Date Incident Occurred	Time Incident Occurred	Date Incident Discovered	Time Incident Discovered
Incident Location		Number of Individuals Affected	
Involved Parties/Entities		Does this involve personal information (first and last name along with a SSN, driver license number, or credit/debit card account number)? ☐ Yes ☐ No	
Date of Initial Report			
Description of Incident			

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PART 1: CONTACT INFORMATION (Affected Entity)			
Full Name (Last, First, Middle Initial)		Division/Office	
PART 3: INCIDENT RESOLUTION			
Notification issued to affected individuals? ☐ Yes ☐ No		How many notifications were sent?	
Breach Notification Method? ☐ E-mail ☐ Telephone ☐ US Mail ☐ Web			
Who was notified?		Date notification was issued	
Incident Cost ☐ Check if incident costs are less than \$250. If \$250 or more, complete the detailed summary of costs below.			
<u>Manhours:</u> Treasury \$ _____ DTMB-OES \$ _____ DTMB-Treasury Agency Services \$ _____		<u>Other:</u> Postage \$ _____ Credit Monitoring Service \$ _____ _____ \$ _____ Total Cost of Incident \$ _____	
Action Taken			
Incident Impact			
Post Incident Recommendations			
PART 4: REPORT PREPARER INFORMATION			
Final Report Prepared By:	Date Prepared	Preparer Title	Preparer's Telephone Number
Preparer Signature			Date
OFFICE OF PRIVACY AND SECURITY USE ONLY			
Administrator, Office of Privacy and Security Signature			Date

SCHEDULE A, Exhibit B - FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES (CJIS) SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A- 130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks, and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

1.03 Responsibilities of the Contracting Government Agency.

2.00 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;

- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY
ADDENDUM****CERTIFICATION**

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating, or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating, or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative

SCHEDULE A, Exhibit C – PCI Compliance and CEPAS

PCI Compliance.

Contractors that process, transmit store or affect the security of credit/debit cardholder data, must adhere to the PCI Data Security Standard. The Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist the State or for other uses specifically authorized by law.

The Contractor must notify the State's Contract Administrator (within 48 hours of discovery) of any breaches in security where cardholder data has been compromised. In that event, the Contractor must provide full cooperation to the card associations (e.g., Visa, MasterCard, and Discover) and state acquirer representative(s), or a PCI approved third party, to conduct a thorough security review. The Contractor must provide, at the request of the State, the results of such third-party security review. The review must validate compliance with the PCI Data Security Standard for protecting cardholder data. At the State's sole discretion, the State may perform its own security review, either by itself or through a PCI approved third party.

The Contractor is responsible for all costs incurred as the result of the breach. Costs may include, but are not limited to, fines/fees for non-compliance, card reissuance, credit monitoring, and any costs associated with a card association, PCI approved third party, or State initiated security review.

Without limiting Contractor's obligations of indemnification as further described in this Contract, Contractor must indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the breach.

The Contractor must dispose of cardholder data when it is no longer needed in compliance with PCI DSS policy. The Contractor must continue to treat cardholder data as confidential upon contract termination.

The Contractor must provide the State's Contract Administrator with an annual Attestation of Compliance (AOC) or a Report on Compliance (ROC) showing the contractor is in compliance with the PCI Data Security Standard. The Contractor must notify the State's Contract Administrator of all failures to comply with the PCI Data Security Standard.

CEPAS Electronic Receipt Processing Standard.

All electronic commerce applications that allow for electronic receipt of credit or debit card and electronic check transactions must be processed via the State's Centralized Electronic Payment Authorization System (CEPAS). To minimize the risk to the State, full credit/debit card numbers, sensitive authentication data, and full bank account information must never be stored on state-owned IT resources.

Federal Provisions Addendum

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Equal Employment Opportunity

If this Contract is a "**federally assisted construction contract**" as defined in 41 CFR Part 60-1.3, and except as otherwise may be provided under 41 CFR Part 60, then during performance of this Contract, the Contractor agrees as follows:

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

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

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

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

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

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

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

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

Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Davis-Bacon Act (Prevailing Wage)

If this Contract is a **prime construction contracts** in excess of \$2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act (40 USC 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

- (1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) Additionally, contractors are required to pay wages not less than once a week.

3. Copeland "Anti-Kickback" Act

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

- (1) Contractor. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable, and during performance of this Contract the Contractor agrees as follows:

- (1) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal "funding agreement" as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean Air Act and the Federal Water Pollution Control Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671g) and the Federal Water Pollution Control Act (33 USC 1251-1387), and during performance of this Contract the Contractor agrees as follows:

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

7. Debarment and Suspension

A "contract award" (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (51 FR 6370; February 21, 1986) and 12689 (54 FR 34131; August 18, 1989), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

9. Procurement of Recovered Materials

Under 2 CFR 200.322, Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. Additional FEMA Contract Provisions.

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

(1) Access to Records. The following access to records requirements apply to this contract:

- a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) Changes.

See the provisions regarding modifications or change notice in the Contract Terms.

(3) DHS Seal, Logo, And Flags

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

(4) Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(5) No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.

(6) Program Fraud and False or Fraudulent Statements or Related Acts

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

Exhibit 1 - Byrd Anti-Lobbying Certification

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Attachment 2

State of Michigan

IT Asset Management (ITAM) Requirements

ASSET REPORTING

Contractor must ensure all Fulfillment Partners provide the following reports:

- **Shipping Report – Weekly (when there is a shipment)**
- **Purchase Report – Quarterly**

Weekly Shipping Report

- a. The Fulfillment Partner must provide a weekly shipping report directly to the State of the items shipped to Depot, or to any State of Michigan Facility, once a Delivery Order/Purchase Order is received by a Fulfillment Partner.
- b. This report must be in Excel format and sent to the State as directed by the Contract Administrator. The format should stay the same unless agreed to by the Contractor and DTMB.
- c. The required fields are shown below:

Column Name	Description
Ship to	e.g., General Services Building, Lake Michigan Hosting Center, Lake Superior Hosting Center, Hannah Building, etc. This would be a field with a provided drop down menu
Address	The street address where the product was delivered
Tracking Number	The shipping company's tracking #
ServiceTag	This is manufacturer serial #
State PO	The Purchase Order number issued by the state
Agency	The Agency Name from the list below: Attorney General Department of Community Health Department of Environmental Quality Department of Human Services

	Department of Human and Health Services Department of Insurance and Financial Services Department of Technology, Management and Budget - IT Department of Technology, Management and Budget - MB Department of Military & Veterans Affairs Department of Natural Resources Governor's Office Department of Licensing and Regulatory Affairs Civil Service Commission Department of Agriculture and Rural Development Department of Civil Rights Department of Education Department of Corrections Department of State Department of Transportation Michigan State Police Department of Talent and Economic Development Department of Treasury
Category	Limited to one of the following: Workstation Monitor Printer Peripheral Network Hardware Router Switch Server Storage Phone Radio Software Other
Model	Manufacturer Model
Qty	Quantity purchased
Price	The price per item
ShipDate	The date the equipment is shipped
Mfg Part #	The manufacturer part number
Cust PO #	The vendor's internal PO when ordering from other suppliers
Shipment Carrier	e.g. UPS, FedEx, etc.
Agency Code	Agency Code table: 111 Attorney General

	391 Department of Community Health 761 Department of Environmental Quality 431 Department of Human Services 491 Department of Human and Health Services 651 Department of Insurance and Financial Services 084 Department of Technology, Management and Budget - IT 071 Department of Technology, Management and Budget - MB 511 Department of Military & Veterans Affairs 751 Department of Natural Resources 011 Governor's Office 641 Department of Licensing and Regulatory Affairs 191 Civil Service Commission 791 Department of Agriculture and Rural Development 151 Department of Civil Rights 313 Department of Education 472 Department of Corrections 231 Department of State 591 Department of Transportation 551 Michigan State Police 186 Department of Talent and Economic Development 271 Department of Treasury
Order Number	The vendor internal order number that matches the internal order number printed on the packing slip
Expected Delivery Date	The date the equipment expected to deliver
Warranty Tag	(Optional) The tag number used for warranty services (could be the same as the serial number)
Reporting Vendor	Vendor who provided this purchase report
Manufacturer Name	The name of the company that manufactures the product

Quarterly Purchase Report

- a. The Fulfillment Partner must provide a quarterly purchase report of items shipped to the State of Michigan.
- b. This report must be in Excel format and sent to the State as directed by the Contract Administrator.
- c. The reports must detail the information below on an individual PO line item basis. Each asset with serial numbers to be listed on individual lines of the reports.

Column Name	Description
Client PO Number	The purchase order number issued by the state

PO Agency Code	Code Agency Name --- ----- 111 Attorney General 391 Department of Community Health 761 Department of Environmental Quality 431 Department of Human Services 491 Department of Human and Health Services 651 Department of Insurance and Financial Services 084 Department of Technology, Management and Budget - IT 071 Department of Technology, Management and Budget - MB 511 Department of Military & Veterans Affairs 751 Department of Natural Resources 011 Governor's Office 641 Department of Licensing and Regulatory Affairs 191 Civil Service Commission 791 Department of Agriculture and Rural Development 151 Department of Civil Rights 313 Department of Education 472 Department of Corrections 231 Department of State 591 Department of Transportation 551 Michigan State Police 186 Department of Talent and Economic Development 271 Department of Treasury
PO Department	The Agency Name from the list above
Address	The street address where the product was delivered
City	The city where the product was delivered
Zip	The zip code where the product was delivered
Manufacturer Name	The name of the company that manufactures the product
MFG P/N	The manufacturer's part number
Category	Limited to one of the following Workstation Monitor Printer Peripheral Network Hardware Router Switch Server Storage Phone Radio Software Other

Model/Description	The description of the product
Qty	The quantity purchased
Unit Invoice Price	The price of one of these items
Extended Invoice Price	The total price of all the items. Qty x Unit price
Vendor Invoice Date	The date of the invoice
Vendor Invoice Number	The number of the invoice
Ship Date	The date the product was shipped
Shipper	The name of the shipping company
Tracking Number	The shipping company's tracking number
Delivery Date	The date the product was delivered
Warranty End Date	The date that the warranty ends
Vendor Order Number	(Optional) The vendors order number
Serial Number	The serial number of the product. Each item that has a serial number must be on a separate line.
Reporting Vendor	Vendor who provided this purchase report

Attachment 3 – Software License Terms and Conditions

The parties agree that this Attachment 3 – Software License Terms and Conditions modifies and replaces Attachment A, Exhibit 1 – Additional Contractor Terms and Conditions, included in the Master Agreement.

All initial capitalized terms in this Attachment 3 that are not defined herein shall have the respective meanings given to them in the Participating Addendum, Attachment 1 – State of Michigan Terms and Conditions, or Master Agreement.

END USER LICENSE AGREEMENT

This End User License Agreement (the “Agreement”) governs Your Use of Cisco Software and is between You and Cisco. Please read it carefully. The Agreement includes the SEULA(s) located at <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html> (each, “Supplemental Terms”). Notwithstanding the foregoing sentence, You will not be bound by any terms requiring indemnification by You to third parties; consent to arbitration; provisions regarding audits; provisions regarding remote access to Your systems; agreeing to be bound by the laws of another state; or to waive any claims or defenses, including governmental or sovereign immunity contained in any of the SEULA(s) or any other documents, policies, or terms located in links referenced herein. Capitalized terms are defined in Section entitled “Definitions” and capitalized terms used herein and not defined in “Definitions” will have the meaning given in the Contract; the order of precedence in the event of conflict is in the Participating Addendum. Depending on whether the Software is delivered on-premise as Embedded Software or as a Cisco-hosted cloud offering of Cloud Software, certain terms herein may not apply to Your purchase.

By Using the Software, You agree to the terms of this Agreement. If You determine that You cannot comply with the terms of this Agreement after You have paid for the Software, You may return the Software to the Approved Source, disable, or uninstall the Embedded Software and/or cease Your Use of the cloud-hosted Cloud Software and receive a full refund, provided You do so within thirty (30) days of Your initial purchase.

Section 1. License

- a. **License.** Subject to Your payment of the applicable fees to an Approved Source and compliance with this Agreement, Cisco grants You a limited, non-exclusive license to Use the Software and related Documentation for Your internal business purposes only and in accordance with any Supplemental Terms, Order and/or Entitlement. In the event that Cisco requires You to register as an end user, Your license is valid only if the registration is complete and accurate. You and Cisco agree to work in good faith to ensure that any incomplete or inaccurate registrations are resolved to the satisfaction of both parties. The Embedded Software delivered for Use on-premise may contain open source software and is subject to separate license terms. A list of such open-source software and related license agreements can be found at www.cisco.com/go/opensource.
- b. **Limitations and Restrictions.** Unless expressly authorized by Cisco in writing, You will not and will not allow a third party you have allowed to Use the Software to:
 - i. Sell, resell, transfer, sublicense, or assign Your rights under this Agreement to any other person or entity (except as expressly provided in Section 1.f below);
 - ii. modify, adapt, or create derivative works of the Software or Documentation;
 - iii. reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software, except as authorized by Cisco;
 - iv. make the functionality of the Software available to third parties in a managed or network provisioned service;
 - v. Use Software that is licensed for a specific device, whether physical or virtual, on another device;
 - vi. remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices, or other marks on or within the Software;
 - vii. Use the Software on secondhand and/or refurbished Cisco equipment; or
 - viii. Use the Software on third party hardware unless otherwise set forth in the Documentation (or otherwise

authorized by Cisco in writing).

- c. **Third Party Use of Software.** You may allow a third party to Use the Software licensed to You solely
 - (i) on Your behalf, (ii) for Your internal and/or business operations, and (iii) in compliance with this Agreement. You agree that You are responsible for any breach of this Agreement by that third party.
- d. **Upgrades and Additional Copies.** Notwithstanding anything else in this Agreement, You may not Use Upgrades and additional copies of the Software unless You:
 - i. hold a valid license to the Software, are in compliance with such license, and have paid the applicable fee for the Upgrade; and
 - ii. purchase the Upgrade separately or have a valid support agreement covering the Software, either as part of a subscription or purchased separately; and
 - iii. Use additional copies *solely* for backup purposes limited to archiving for restoration purposes.
- e. **Transferability/Assignment.** Except for a transfer or assignment required by law, statute, regulation, legislative action, executive order, or other governmental action, You may only transfer or assign Your license rights to on-premise Embedded Software to another person or entity in accordance with the current Cisco Relicensing/Transfer Policy, and any such transfer or assignment other than in accordance with the Transfer Policy will have no effect. The term “**Affiliate**,” as used in the Transfer Policy and as applied to You, also means any State of Michigan Executive Branch Agency, Department or Division, including the Michigan Department of Attorney General, the Michigan Office of Secretary of State, and the Office of the Governor. Cisco may transfer or assign any of its rights or delegate any of its obligations related to Embedded Software under this Agreement in its sole discretion; however, Cisco must provide written notice to You of such assignment or transfer.
- f. **Interoperability.** If required by applicable law, Cisco will provide You with the interface information needed to achieve interoperability between the on-premise Embedded Software and another independently created program. Cisco will provide this interface information at Your written request after You pay Cisco’s licensing fees (if any). You will keep this information in strict confidence according to the terms of this Contract and strictly follow any applicable terms and conditions upon which You and Cisco agree to in writing.
- g. **Non-production and Trial Use.**
 - i. We may provide beta versions of the Software for you to evaluate and provide feedback. Beta versions are not generally released and may only be used for limited, temporary purposes (“Beta Software”). The Beta Software may not be used in a production environment. Beta Software is unsupported and may contain bugs, errors, and other issues. You accept Beta Software “AS-IS,” without warranty of any kind, and Cisco is not responsible for any problems or issues related to Your use. You understand that the Beta Software may never be generally available, and we may discontinue it in our sole discretion at any time for any reason and delete any State Data or other data without liability to You. Your Use of the Beta Software is valid for thirty (30) days from the date it is made available to You. You will be invoiced for the list price if You do not return or stop Using it. You may not publish any results of benchmark tests run on the Beta Software without first obtaining written approval from Cisco.
 - ii. We may also give You trial access to generally available Software. Any trial period will expire in thirty (30) days unless otherwise stated in writing from Cisco. Trials are also provided “AS-IS” without support or any express or implied warranty or indemnity of any kind. At any time during or at the end of the trial, Cisco may terminate the trial and deactivate or delete Your account and any related data, information, and files, and bar any further access to such data, information, and files for any reason.

Section 2. Ownership and Your Data

- a. **What We Own.** Cisco and its licensors retain ownership of all intellectual property rights in and to the Software and its underlying technology and associated Documentation (together, “Materials”), including all improvements, enhancements, modifications, and derivative works. Cisco reserves all rights to the Materials that are not expressly granted under this Agreement or the Supplemental Terms.
- b. **What You Own and What You Do with It.** You retain all right, title, and interest in and to State Data. You authorize Cisco to use any feedback or ideas You provide in connection with Your Use of the Software for any

lawful purpose. You represent that all account information You provide, to the best of your knowledge, is accurate and will be kept up-to-date and that You will use reasonable means to protect Your account from any unauthorized use or access, and promptly notify Cisco of any such use or access.

- c. **How We Use Your Data.** Cisco will process State Data in accordance with Attachment 1 – State of Michigan Terms and Conditions. Cisco will maintain administrative, physical, and technical safeguards consistent with Attachment 1 – State of Michigan Terms and Conditions, which are designed to provide security, confidentiality, and integrity of the State Data we process.

Section 3. Software Support

We will provide basic technical support for subscription Cloud and Embedded Software, as described in the Supplemental Terms. Higher levels of support for subscription Software, and support for perpetual Software is separately available for purchase.

Section 4. Term and Termination

- a. Your right to Use the Software begins on the date (i) the on-premise (meaning not installed in a Cisco environment) Embedded Software is made available for download or installation, or (ii) You receive notice that the cloud hosted Cloud Software is provisioned or available for Your use, and continues until the end of the term specified in the Order or Entitlement, unless otherwise terminated in accordance with this Agreement (“Initial Term”).

If the Software is licensed for use both on-premise and cloud-hosted, Your right to Use begins on the earlier of the date the Software is made available for download or is ready for provisioning.

- b. Software subscriptions will be renewed at the sole election of the State. 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 Approved Source promptly notify us in writing, before the applicable renewal date, that You do not intend to renew. In such event, the Software subscription will terminate at the end of the Initial Term.
- c. If a party materially breaches this Agreement and does not cure that breach within thirty (30) days after receipt of written notice of the breach, the non-breaching party may terminate this Agreement for cause. Upon termination or expiration of this Agreement, You must cease any further use of the Software and destroy any copies within Your control. Upon any termination by You for Cisco’s material breach of the Agreement, You may terminate this Agreement for cause pursuant to Section 23 of the State of Michigan Terms and Conditions, and in addition to any other remedy that may be available to You, we will refund to You either directly or through Your Fulfillment Partner, any prepaid fees covering the remainder of the Term after the effective date of termination. Upon any termination by Cisco for Your material breach of the Agreement, You will pay Cisco or Your Approved Source any unpaid fees covering the remainder of the Term.
- d. Cisco reserves the right to end the life (“EOL”) of the Software by providing prior written notice by posting at <http://www.cisco.com/c/en/us/products/index.html>. If You or Your Approved Source prepaid a license fee for Your Use of EOL Cloud Software, Cisco will use commercially reasonable efforts to transition You to a substantially similar Cloud Software. If Cisco does not have a substantially similar Cloud Service, then Cisco will credit You any unused portion of the prepaid fee for such Cloud Service, calculated from the last date the Cloud Service is available. Such credit can be applied towards the future purchase of Cisco products.

Section 5. General Provisions

- a. **Audit.** During the license term for the Software and for a period of three (3) years after its expiration or termination, you will take reasonable steps to maintain complete and accurate records of Your use of the Software sufficient to verify compliance with this Agreement. Within thirty (30) days of Cisco’s request, but no more than once per year, You shall provide a written certification of Your compliance with the terms of this Agreement for the immediately preceding 12-month period. If You fail to certify, or if Cisco has a good faith belief that Your certification is inaccurate, to the extent permitted by applicable law, and subject to all of Your security procedures and policies, You agree to allow Cisco to audit your compliance with the terms of this Agreement for the immediately preceding 12-month period upon thirty (30) days prior written notice, during normal business hours, and no more than once per year. Any audit shall not unreasonably interfere with your business activities. If the audit discloses underpayment of license fees, You or Your Approved Source will pay undisputed license fees pursuant to the payment provisions of the Contract, and such payment authorized by this section will be the sole and exclusive remedy of Cisco for any underpayment of fees.

- b. Survival.** Sections 1.b, 2, 4, 5.a, 5.b, 5.d, shall survive termination or expiration of this Agreement.
- c. Subcontracting.** We may also subcontract any performance associated with the Software to third parties pursuant to Section 10 (Subcontracting) of Attachment 1 - State of Michigan Terms and Conditions. Any such subcontract will not relieve Cisco of any of its obligations under this Agreement.
US Government End Users. The Software and Documentation are "commercial items," as defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and Defense Federal Acquisition Regulation Supplement ("DFAR") 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Agreement may be incorporated, Government end users will acquire the Software and Documentation with only those rights set forth in this Agreement. Any license provisions that are inconsistent with federal procurement regulations are not enforceable against the U.S. Government.
- d. Modifications.** This Agreement may not be amended except by signed agreement between the parties and attached as a Change Notice.
- e. Compliance with Law.** You will comply with all applicable laws and regulations related to Your receipt and use of the Software. You must ensure You have the right to use all features of the Software in Your jurisdiction. Cisco will comply with all applicable laws in the provision of the Software to You. We may restrict the availability of the Software in any particular location or modify or discontinue features to comply with applicable laws and regulations. Cisco may also share information as necessary to comply with laws and subject to Section 30.d (Discovery) of Attachment 1 - State of Michigan Terms and Conditions.
- f. Integration.** If any portion of this Agreement is not enforceable, it will not affect any other terms.

Definitions

"Approved Source" means Cisco or a Cisco authorized reseller, distributor, or systems integrator, including a Fulfillment Partner under this Contract, including the NASPO ValuePoint Master Agreement Terms and Conditions.

"Authorized User" means the individuals authorized by You to access the Software.

"Cisco" "we," "our" or "us" means Cisco Systems, Inc. or its applicable affiliate, the Contractor under the NASPO ValuePoint Master Agreement Terms and Conditions.

"Cisco Content" means any Cisco-provided content or data including, but not limited to, geographic and domain information, rules, signatures, threat intelligence or other threat data feeds, suspicious URLs, and IP address data feeds.

"Cloud Software" means Cloud Software in the NASPO ValuePoint Master Agreement Terms and Conditions.

"Confidential Information" has the meaning in Section 30.a. of Attachment 1 - State of Michigan Terms and Conditions.

"Documentation" means the Cisco user or technical manuals, training materials, specifications, privacy data sheets, or other information applicable to the Software.

"Entitlement" means the license detail, including license metric, duration, and quantity provided in a product ID (PID) published on Cisco's price list, claim certificate or right to use notification.

"Force Majeure Event" means an event beyond the affected party's reasonable control, including severe weather events, acts of God, actions of any government agency, epidemic, acts of terrorism, or the stability or a portion thereof.

"Cloud Offer Description(s)" means the additional terms and conditions applicable to the specific cloud- hosted Software licensed under this Agreement (located [here](#)).

"Order" means Software in the NASPO ValuePoint Master Agreement Terms and Conditions.

"SEULA" means the Supplemental End User License Agreement containing additional terms and conditions for the

on-premise Software licensed under this Agreement (located here: <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html>).

“Software” means Software in the NASPO ValuePoint Master Agreement Terms and Conditions.

“State Data” has the meaning in Section 29.a. of Attachment 1 - State of Michigan Terms and Conditions.

“Upgrades” means all updates, upgrades, bug fixes, error corrections, enhancements, and other modifications to the Software.

“Use” or **“Using”** means to download, install, activate, access, or otherwise use the Software

“You” or **“Your”** means the Purchasing Entity purchasing the Software pursuant to the NASPO ValuePoint Master Agreement Terms and Conditions and applicable Participating Addendum.

Attachment 4 – Additional Contractor Terms and Conditions

The parties agree that this Attachment 4 – Additional Contractor Terms and Conditions, modifies and replaces Attachment A, Exhibit 2 – Additional Contractor Terms and Conditions (including its attachments), included in the Master Agreement.

All initial capitalized terms in this Attachment 4 that are not defined herein shall have the respective meanings given to them in the Participating Addendum, Attachment 1, or Master Agreement

Services Exhibit

This Services Exhibit governs all Orders for Services placed under this Contract (as defined in the Michigan Participating Addendum). This Services Exhibit consists of the terms set forth in this Attachment 4 (including its attachments) and the Service Description Purchasing Entity may elect to purchase. Notwithstanding the foregoing sentence, Customer will not be bound by any terms requiring indemnification by Customer to third-parties; consent to arbitration; provisions regarding audits; provisions regarding remote access to Customer systems; agreeing to be bound by the laws of another state; or to waive any claims or defenses, including governmental or sovereign immunity contained in any of the Service Descriptions or any other documents, policies, or terms located in links referenced herein.

1. DEFINITIONS

Terms not defined in the body of the Contract, including the State of Michigan Terms and Conditions and the Master Agreement are those set out in the Glossary of Terms at the end of this Attachment 4.

2. SCOPE

This Exhibit describes the terms and conditions for (a) Direct Purchases from Cisco or Fulfillment Partner by Customer of Services, and (b) delivery by Cisco of the Services according to the options ordered by Customer or otherwise provided by Cisco to Customer. Cisco will provide Services for Products and Customer will be entitled to receive Services for which (i) the applicable Services fees have been paid, (ii) a valid Software license has been granted and (iii) Customer provides information requested by Cisco such as valid serial numbers, site location, contract number, and Product type.

3. PRICING

For direct purchases from Cisco, and subsequent Equipment List renewals, prices for Services shall be those specified in Cisco's then-current Price List less any applicable contract discount in effect under the Contract at the time of acceptance of the Purchase Order by Cisco, or (b) those set forth in a written price quotation submitted by Cisco or its Fulfillment Partner, if at or below the stated contract discount. All stated prices are exclusive of taxes, fees, and duties or other amounts in accordance with the Contract. Any taxes related to Services purchased pursuant to this Agreement shall be paid by Customer or Customer shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice, to the extent possible. In the event that Customer is unable to provide valid and applicable serial number(s) for Product and Cisco agrees to provide Services, then Service fees payable by Customer shall be at Cisco's then-current time and materials or non-contract service rates. Subject to the price discount floor established by Cisco under the Contract, for indirect purchases, Fulfillment Partners are free to determine their resale prices unilaterally.

Customer understands that no employee or representative of Cisco or anyone else has any authority to determine such resale prices, or to limit the Fulfillment Partners' pricing discretion with respect to Services.

4. INVOICING

Fees for Services, other than those for which a SOW is required, shall be invoiced in advance of

delivery of Services. The timing of invoices for Services provided pursuant to a SOW shall be set forth in the respective SOW.

5. TERM AND TERMINATION

- a. The term of Services on an Equipment List shall commence on the date set forth on such Equipment List, which may be up to sixty (60) days following the date of Purchase Order acceptance. The term of Services on an Equipment List shall be for a period of one year, unless otherwise specified on such Equipment List, and may be renewed for additional terms of one or more years at the sole discretion of the State.
- b. The term of each SOW shall be stated in the SOW.
- c. Cisco reserves the right to make changes to the scope and content of the Services or part thereof, including terminating the availability of a given Service, at any time upon thirty (30) days' prior notice. Such changes will become effective upon renewal of the affected Equipment Lists and SOWs. If Customer does not agree to a change of scope or content, Customer may terminate any affected Equipment List or SOW by notifying Cisco at least sixty (60) days prior to the expiration of the then current one-year term of the Equipment List or SOW. In such case, Cisco shall continue to provide Services until the next expiration date of the affected Equipment List or SOW.
- d. Firm Orders for Services under this Services Exhibit placed and accepted prior to expiration of the contract term, (even if involving a multi-year commitment) remain valid in accordance with the contract terms which shall remain binding as to such prior orders only for the term stated therein and shall not otherwise constitute an extension of the Contract and this Services Exhibit for any other Services.

6. [INTENTIONALLY LEFT BLANK]

7. LICENSES

- a. Subject to Customer's compliance with the terms of this Services Exhibit, any applicable AS Service Description or SOW, and the End User License Agreement (**EULA**) set forth in Attachment 3 to the Contract, Cisco grants to Customer a worldwide, non-exclusive and non-transferable license to use for Customer's internal business use only: (i) Software provided as a result of Services, if any, solely in object code form; (ii) other Deliverables specified in an applicable AS Service Description or SOW, if any, and (iii) Data Collection Tools, if any (collectively and individually, the "**Licensed Materials**"). In addition, Cisco grants to Customer a right to modify and create derivative works of any Scripts provided by Cisco to Customer pursuant to this Services Exhibit, solely for Customer's internal business use. These license grants do not include the right to sublicense; provided that Customer may permit its suppliers, subcontractors and other related third parties to use the Licensed Materials solely on Customer's behalf for Customer's benefit, provided that Customer ensures that any such use is subject to license restrictions and confidentiality obligations at least as protective of Cisco's rights in such Licensed Materials as are specified in this Agreement.
- b. Nothing in this Agreement, any AS Service Description or any SOW shall alter or affect the Intellectual Property rights and/or licenses provided with any Cisco Products.
- c. Customer hereby grants to Cisco a perpetual, irrevocable, royalty free, worldwide right and license to all Intellectual Property in the Customer Feedback (as defined below) to use and incorporate Customer Feedback into any Services, Products, Deliverables, Data Collection Tools, Reports, Scripts or Cisco Pre-Existing Technology, and to use, make, have made, offer to sell, sell, copy, distribute and create derivative works of such Customer Feedback for any and all purposes whatsoever, and Customer acknowledges and agrees that it will obtain no rights in or to any Services, Products, Deliverables, Data Collection Tools, Reports, Scripts or Cisco Pre-Existing Technology as a result of Cisco's use of any such Customer Feedback. For purposes of this Agreement, "**Customer Feedback**" means all oral or written communications regarding improvements or changes to any Services, Products, Deliverables, Data Collection Tools, Reports, Scripts or Cisco Pre-Existing Technology that Customer provides to Cisco.

8. OWNERSHIP

- a. Each party will retain the exclusive ownership of all its pre-existing Intellectual Property, Confidential Information and materials, including, without limitation, proprietary ideas, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology that are owned by a party prior to commencement of any Services hereunder, or that are otherwise developed by or for such party outside the scope of this Agreement ("**Pre-Existing Technology**").
- b. Except as otherwise expressly set forth in applicable SOW, Cisco owns and will continue to own all right, title and interest in and to the Services, Products, Deliverables, Data Collection Tools, Reports, Scripts, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology provided or developed by Cisco (or a third party acting on Cisco's behalf) pursuant to this Agreement, including modifications, enhancements, improvements or derivative works of any of the foregoing, regardless of who first conceives or reduces to practice, and all Intellectual Property in any of the foregoing (collectively, "**Cisco Intellectual Property**").
- c. As between Customer and Cisco, Customer shall at all times retain all right, title, and interest in and to all of Customer's Pre-Existing Technology and all Intellectual Property that is developed by Customer or by a third party on Customer's behalf thereafter, other than Cisco Intellectual Property. Third Party Products shall at all times be owned by the applicable third-party and will be subject to any applicable third-party license terms.

9. SUBCONTRACTING

Cisco reserves the right to subcontract Services to a third-party organization to provide Services to Customer. Any such subcontract shall not relieve Cisco of any of its obligations under this Services Exhibit or the Contract.

GLOSSARY OF TERMS

Additional Services means installation of new Hardware, system additions, Hardware upgrades, dispatch of a field engineer, or non-mandatory engineering changes.

Advance Replacement means shipment of replacement Field-Replaceable Unit (FRU) before receiving failed or defective FRU.

Advanced Services means the Services set forth in the AS Service Description(s) found at <http://www.cisco.com/go/servicedescriptions> and/or SOW(s) selected by the Customer. Advanced Services does not include Cisco's core maintenance services, such as Smart Net Total Care or Software Application Services, nor does it apply to the purchase, support, or maintenance of any Products.

Advanced Services Engineer means the Cisco engineer appointed to be the main point of contact for a Customer purchasing Advanced Services.

Application Software means non-resident or standalone Software Products listed on the Price List that include but are not limited to Cisco Systems® Network management Software, security Software, IP telephony Software, Internet appliance Software, Cisco® Intelligent Contact Management Software, IP Contact Center Software, and Cisco Customer Interaction Suite Software.

AS Service Descriptions mean the description of the Advanced Services available from Cisco, which are available at <http://www.cisco.com/go/servicedescriptions> and which are incorporated in this Agreement by reference.

Authorized Channel means a system integrator, distributor or reseller authorized by Cisco to sell Services.

Business Days means the generally accepted days of operation per week within the relevant region where the Services shall be performed, excluding local holidays as observed by Cisco.

Cisco means Contractor under the NASPO Master Agreement.

Customer means Purchasing Entity under the NASPO Master Agreement.

Data Collection Tools means Hardware and/or Software tools that support Cisco's ability to provide troubleshooting on cases, data analysis, and report generation capabilities as part of the Advanced Services.

Depot Time or **Local Time** means Central European Time for Services provided in Europe-Middle East and Africa, Australia's Eastern Standard Time for Services provided in Australia, Japan's Standard Time for Services provided in Japan, and Pacific Standard Time for Services provided in all other locations.

Deliverable(s) means, with respect to each AS Service Description and/or SOW, the items to be delivered by Cisco to Customer as set forth in an applicable AS Service Description and/or SOW, including, without limitation, any Software, Reports, Data Collection Tools, and/or Scripts.

Device Type means a Cisco supported Hardware Product (for example, Cisco Catalyst® 6509 Switch, GSR 12000 and Cisco 7200 Series Router).

Direct Purchases means purchases of Services by Customer directly from Cisco.

Equipment List means the list of Hardware and/or Software on a Purchase Order for which Cisco provides services.

Event means notification by Customer of its performance of a planned Network Hardware, Software, or configuration change.

Feature Set Upgrade means a separately licensed and priced Software release that contains an enhanced configuration or feature set.

Field-Replaceable Unit (FRU) means any component or subassembly of an item or unit of Hardware that reasonably can be replaced at Customer's location. FRUs also may be subject to size and weight limitations.

Four-hour Response means:

- (i) For Advance Replacement Service, the four-hour time period commences upon the Cisco problem diagnosis and determination that a FRU is required and ends when the FRU is delivered onsite.
- (ii) For onsite service, the four-hour time period commences upon the Cisco problem diagnosis and determination that remedial onsite service is required and ends when Cisco personnel arrive onsite.

Indirect Purchases means purchases of Services by Customer through an Authorized Channel.

Intellectual Property means any and all tangible and intangible: (i) rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof, (ii) trademark and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms, and other industrial property rights, (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

Level 1 means support that is defined as having the necessary technical staff (Cisco or Cisco-authorized reseller) with appropriate skill, perform installations, Remedial Hardware Maintenance, and basic Hardware and Software configuration on Cisco Products.

Level 2 means support that is defined as having the necessary technical staff with the appropriate skills to perform isolation, replication, and diagnosis of internet-based problems on Cisco Product(s). Customers shall not report Software bugs to Cisco prior to attempting to identify the source of such bugs and testing in Customer's Network where appropriate. If the Customer cannot duplicate the bug in Customer's Network, Customer and Cisco shall cooperate in attempting to replicate and resolve related Software bugs in either Customer's or Cisco's test facility as mutually agreed. In all cases Customer will address Software bugs on a best effort basis to replicate same in Customer's Network and document activity to Cisco before seeking further resolution with Cisco's participation.

Local Time means local time on Business Days.

Maintenance Release means an incremental Software release that provides maintenance fixes and may

provide additional Software functions. Cisco designates Maintenance Releases as a change in the digits to the right of the tenths digit or of the hundredths digit of the Software version number [x.x.(x) or x.x.x.(x)].

Major Release means a release of Software that provides additional software functions. Cisco designates Major Releases as a change in the ones digit of the Software version number [(x).x.x].

Minor Release means an incremental release of Software that provides maintenance fixes and additional Software functions. Cisco designates Minor releases as a change in the tenths digit of the Software version number [x.(x).x].

Network means a set of interconnected and interworking Cisco supported Hardware and Software that is implemented, operated, and supported by Customer from a single network operations center (NOC).

Network Infrastructure means your core transport and aggregation Network technology (for example, metro optical, ATM/Frame Relay, IP core and Cisco security devices including, but not limited to, Firewall, IDS and VPN3000).

Network Infrastructure Size means the total value of Products in Customer's Network based on the global list price of the Products that Customer has purchased.

Remedial Hardware Maintenance means diagnosis and onsite replacement of Hardware components with FRUs.

Reports means reports, recommendations, network configuration diagrams, and related non-Software Deliverables provided by Cisco to Customer pursuant to this Agreement.

Scripts means software scripts, macros and batch files provided by Cisco to Customer pursuant to this Agreement.

Services means one or more of the services options selected by the Customer in its Purchase Order and described at: <http://www.cisco.com/go/servicedescriptions>

Services Descriptions mean the detailed descriptions of the Services purchased by Customer which are incorporated into this Services Exhibit by reference.

Standard Business Hours means (i) 8:00 AM to 5:00 PM, Depot time, on Business Days for replacement of failed Products and (ii) 8:00 AM to 5:00 PM, Local Time at location of the respective Cisco TAC, on Business Days for case handling of TAC calls.

TAC means the Cisco Technical Assistance Center.

Technical Support Services means Services that provide both essential proactive and reactive operation and maintenance support Services identified as Technical Support Services at <http://www.cisco.com/go/servicedescriptions>.

Technology Application means specific technologies including, but not limited to, content networking, broadband, and IP telephony that do not operate at the Network Infrastructure level.

Third Party Products means third party hardware and/or software, and all upgrades/updates thereto, that are designated by Cisco as required for:

- (i) The operation of Application Software in conformance with Cisco applicable Application Software Documentation; and
- (ii) Cisco support of the Application Software.

Transactional Advanced Services means the project related or consultancy Services sold under a Statement of Work.

Two-hour Response means:

- (i) For Advance Replacement, the two-hour time period commencing with Cisco's problem diagnosis and determination that a FRU is required and ending when the FRU is delivered onsite.

- (ii) For onsite service, the two-hour time period commencing with our problem diagnosis and determination that remedial onsite service is required and ending when Cisco personnel arrive onsite.

Update means Cisco Software Maintenance Releases, Minor Releases and Major Releases containing the same configuration or feature set as originally acquired, unless the Customer has upgraded the applicable Hardware or Software to a configuration or feature set other than what was originally acquired, and the applicable license fee for that upgrade has been paid. Updates do not include Feature Set Upgrades.

CISCO SEVERITY AND ESCALATION GUIDELINES

Customer shall assign a severity to all problems submitted to Cisco.

Severity 1 means an existing Network is down or there is a critical impact to Customer's business operation. Customer and Cisco both will commit full-time resources to resolve the situation.

Severity 2 means operation of an existing Network is severely degraded or significant aspects of Customer's business operation are negatively impacted by unacceptable Network performance. Customer and Cisco both will commit full-time resources during Standard Business Hours to resolve the situation.

Severity 3 means operational performance of the Network is impaired, although most business operations remain functional. Customer and Cisco both are willing to commit resources during Standard Business Hours to restore service to satisfactory levels.

Severity 4 means information is required on Application Software capabilities, installation, or configuration. There is little or no impact to Customer's business operation. Customer and Cisco both are willing to provide resources during Standard Business Hours to provide information or assistance as requested.

If you do not believe that adequate progress is being made or that the quality of Cisco service is satisfactory, we encourage you to escalate the problem to the appropriate level of management by asking for the TAC duty manager.

Cisco Escalation Guideline

<i>Elapsed Time*</i>	<i>Severity 1</i>	<i>Severity 2</i>	<i>Severity 3</i>	<i>Severity 4</i>
1 hour	Customer Engineering Manager			
4 hours	Technical Support Director	Customer Engineering Manager		
24 hours	Vice President, Customer Advocacy	Technical Support Director		
48 hours	President/CEO	Vice President, Customer Advocacy		
72 hours			Customer Engineering Manager	
96 hours		President/CEO	Technical Support Director	Customer Engineering Manager

*Severity 1 escalation times are measured in calendar hours—24 hours per day, 7 days per week. Severity 2, 3, and 4 escalation times correspond with Standard Business Hours.

SERVICES NOT COVERED

Services that are not expressly set forth in the applicable Service Description or Statement of Work document are not covered under such Service Description or Statement of Work, including, without limitation, the following:

1. Services are only provided for generally available Products and Software releases/versions, unless agreed otherwise.
2. Any customization of, or labor to install, Software and Hardware (including installation of Updates).
3. Furnishing of supplies, accessories, or the replacement of expendable parts (e.g., cables, blowerassemblies, power cords, and rack mounting kits).
4. Electrical or site work external to the Products.
5. Service for Hardware that is installed outdoors or that is installed indoors but requires special equipment to perform such Service.
6. Hardware replacement in quantities greater than three (3) FRUs, including those replacements due to pervasive issues documented in an engineering change notice or field alert unless End User has troubleshoot failed Hardware down to the FRU level.
7. Services performed at domestic residences.
8. Support or replacement of Product that is altered, modified, mishandled, destroyed or damaged by one or more of the following: (a) natural causes; (b) environmental failures; (c) your failure to take any required actions; (d) a negligent or willful act or omission by you or use by you other than as specified in the applicable Cisco-supplied documentation; or (e) an act or omission of a third party (except for Cisco Fulfillment Partners, subcontractors or other third parties contracted by Cisco).
9. Services or software to resolve Software or Hardware problems resulting from third party product or causes beyond Cisco's control or failure to perform your responsibilities set out in this document.
10. Services for non-Cisco Software installed on any Cisco Product.
11. Any Hardware or third-party product upgrade required to run new or updated Software.
12. Erasure or other removal of any customer or third-party data on Products (or parts thereof) returned, repaired, or otherwise handled by Cisco.
13. Additional Services are provided at the then-current time and materials rates.
14. Except as otherwise agreed, Software entitlement, including media, documentation, binary code, source code or access in electronic or other form is not provided. In addition, except as otherwise provided, no right, use or license to our Software is granted and you acknowledge and agree that you obtain no such rights.
15. Application Software is not supported as part of the SMARTnet support services provided by Cisco and is only supported under a separate service description.

The non-entitlement policies posted at <http://www.cisco.com/go/warranty> are hereby incorporated into this Agreement by this reference.

Capitalized terms are defined in the Glossary of Terms or may be as set forth in the applicable Service Description or Statement of Work.

Attachment 5 – State of Michigan Service Level Agreement

CONTRACT PERFORMANCE - METRICS

The State and the Contractor will monitor performance throughout the course of this Contract.

The Contractor will monitor the performance and coverage of all warranty and maintenance services. In addition to monitoring of repair cases, the Contractor will meet regularly with Fulfillment Partners to discuss performance metrics, issues affecting the industry or clients, new initiatives, and new innovations in technology. The primary focus is on making sure service commitments are met or exceeded.

Contractor will provide the Services according to the metrics detailed in the Service Level Table below. Metrics will be completed with the following operational considerations:

Service Level Table		
I: Service Metric #	II: Service	III: State Minimum Metric
A1	Accuracy of CISCO Hardware and Software	The State expects 100% accuracy of CISCO Hardware and Software delivered as defined in the bill of materials provided by CISCO or its Fulfillment Partners.
A2	Warranty & Maintenance: critical (hardware)	4-hour response, 24x7 when the State has purchased '4-hour response, 24x7' response time for a specific offer available under the Contract
A3	Warranty & Maintenance: Standard (hardware)	Next Business Day response when the State has purchased 'Next Business Day' response time for a specific offer available under the Contract.
A4	ITAM documentation accuracy	The State expects 100% accuracy of ITAM documentation.

SERVICE LEVEL CREDITS

Contractor will report quarterly following the execution of the Participating Addendum, on all Service Metrics defined above ("Service Level Report"). Such report must be in electronic or such other form as the State may approve in writing and shall include for each Service Metric, at a minimum: (a) the actual performance for each Service Metric relative to the Minimum Metric Requirement; (b) the Service Level Credit due to the State for each Service Metric (if any); and (c) if Service Level Credits are due to the State, a description of the cause of the performance issues and any corrective actions to resolve the issues.

Service Level Credits. Failure to achieve any of the State Minimum Metric requirements identified in the table above will constitute a Service Level Failure for which Contractor will issue to the State the corresponding service credits set forth in the Service Level Credits Table below in accordance with payment terms set forth in the Contract

Service Level Credits Table			
I: Service Metric#	II: Service	III: Quarterly SLA/SLT (% of purchase orders)	IV: Service Level Credit
A1	Accuracy of CISCO Hardware and Software	Less than or equal to 95%	10% of all inaccurate line items.
A2	Warranty & Maintenance: critical(hardware)	Less than or equal to 90%	\$500 per late response based on service level target
A3	Warranty & Maintenance: Standard(hardware)	Less than or equal to 90%	\$500 per late response based on service level target
A4	ITAM documentation accuracy	Less than or equal to 95%	10% of all inaccurate line items.

Compensatory Purpose. The parties intend that the Service Level Credits constitute compensation to the State, and not a penalty. The parties acknowledge and agree that the State's harm caused by Contractor's delayed delivery of the Services would be impossible or very difficult to accurately estimate as of the Effective Date, and that the Service Level Credits are a reasonable estimate of the anticipated or actual harm that might arise from Contractor's breach of its Service Level obligations.

Issuance of Service Credits. Contractor shall, for each quarterly reporting period, issue to the State, together with Contractor's Service Level Report for such period, a written acknowledgment setting

forth all Service Level Credits to which the State has become entitled during that invoice period. Contractor shall pay the amount of the Service Level Credit as a debt to the State within fifteen (15) Business Days of issue of the Service Level Credit acknowledgment, provided that, at the State's option, the State may, at any time prior to Contractor's payment of such debt, deduct the Service Level Credit from the amount payable by the State to Contractor pursuant to such invoice.

Additional Remedies for Service Level Failures. Contractor's repeated failure to meet the Service Levels set out in the Service Level Table will constitute a material breach under the Contract. Without limiting the State's right to receive Service Level Credits under this Section, the State may terminate this Contract for cause in accordance with terms of the Contract.

Attachment 6 - Personal Data Brief

Cisco is committed to protecting and respecting Personal Data, no matter where it comes from or where it flows. When we refer to Personal Data (also referred to as Personally Identifiable Information) we mean any information relating to an identified or identifiable natural person (for more information click [here](#)).

Our [Global Personal Data Protection and Privacy Policy](#) demonstrates our commitment to protecting Personal Data and complying with applicable laws regarding Personal Data. In that Policy, we commit to the following principles regarding Personal Data:

- **Fairness.** We will process Personal Data in a lawful, legitimate, and transparent manner.
- **Purpose Limitation.** We will only collect Personal Data for specific, explicit, and legitimate purposes. Any subsequent processing should be compatible with those purposes, unless we have obtained the individual's consent, or the processing is otherwise permitted by law.
- **Proportionality.** We will only process Personal Data that is adequate, relevant, and not excessive for the purposes for which it is processed.
- **Data Integrity.** We will keep Personal Data accurate, complete, and up to date as is reasonably necessary for the purposes for which it is processed.
- **Data Retention.** We will keep Personal Data in a form that is personally identifiable for no longer than necessary to accomplish the purposes, or other permitted purpose(s), for which the Personal Data was obtained.
- **Data Security.** We will implement appropriate and reasonable technical and organizational measures to safeguard Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, use, or access. We will instruct and contractually require third parties processing Personal Data on behalf of Cisco, if any, to: (a) process it only for purposes consistent with Cisco's purposes for processing; and (b) implement appropriate technical and organizational measures to safeguard the Personal Data.
- **Individual Rights.** We will process Personal Data in a manner that respects individuals' rights under applicable data protection laws.
- **Accountability.** We will implement appropriate governance, policies, processes, controls, and other measures necessary to enable it to demonstrate that its processing of Personal Data is in accordance with our Global Personal Data Protection and Privacy Policy and applicable data protection laws.

Why we process Personal Data

The following key objectives form the basis of how and when we use Personal Data:

Objective	Summary
Solution Delivery	Personal Data may be used to operate our products and deliver services to you with critical and timely system insights. For example, our Cloud offers depend on proper user authentication. Personal Data is also needed for us and our partners to provide you with warranty support, technical support, and other services.
Accelerate Adoption	Our products and services contain various features that you can employ to best address your business objectives. We work closely with your organization to accelerate your time to realize the value of our products and services, provide consultation, recommendations, expert insights, analysis, and training so you can best utilize the many features of our products and services in a way that best meets your needs.
Trusted Relationship	We view ourselves as a trusted advisor to you and maintain a number of relationships within your organization. We need these contacts for a number of purposes, such as to advise and guide you in your buying decisions, to keep you up to date on renewals, and to ultimately help you transact business with us and your partners or distributors (if any).
Solution Improvements	Our solutions must evolve and improve to meet our customers' changing needs. These improvements are guided by the insights gained from Systems Information that show us how our solutions are working and being used. If Personal Data is received in connection with Systems Information, we will treat that data as you would expect - as Personal Data, not as Systems Information - and always consistent with applicable law and your contracts or agreements with us.

Our Privacy Data Sheets and Privacy Data Maps

We maintain Privacy Data Sheets and Privacy Data Maps on the [Cisco Trust Portal](#) for specific products and services that provide you with additional information such as what Personal Data we process, where and for how long we store the information, and what sub-processors we may use.

Our Master Data Protection Agreement

When Cisco is acting as data processor (i.e., managing Personal Data on behalf of our customers), our Master Data Protection Agreement (MDPA), applicable Privacy Data Sheets and our Online Privacy Statement provide details about our commitments regarding our processing of Personal Data when you use our products and services. Our MDPA is publicly available on the Cisco Trust Center ([here](#)). Key elements in the MDPA include:

- terms and conditions consistent with the principles in this document that will govern the processing of Personal Data;
- technical and organizational security measures that will be implemented to minimize the risk of accidental loss, destruction, alteration, unauthorized disclosure, unauthorized access, or unlawful destruction of Personal Data; and
- incorporation of the European Union Standard Contractual Clauses, and APEC Cross Border Privacy Rules system requirements for international data transfers.

Our Online Privacy Statement

When you access our websites or use one of our solutions, our [Online Privacy Statement](#) describes how we handle Personal Data and provides the choices available to you regarding our collection, use, and access to that information.

Sharing Personal Data

We require our suppliers and contractors to adhere to applicable data protection laws and terms and conditions consistent with the principles in this document when handling Personal Data on our behalf by signing our Supplier MDPA, which is publicly available [here](#).

Similarly, we require all of our partners and distributors to comply with applicable laws, including privacy and data protection laws, and the confidentiality provisions in our agreement with them.

How Individuals can control their Personal Data

We respect the rights of individuals regarding their Personal Data. We provide a [Cisco Profile Management Tool](#) that allows you to view, edit and set the preferences related to the Personal Data in for your Cisco profile. We also provide a [Privacy Request Form](#) to assist you and your end users with any inquiries about your Personal Data and process requests, such as to opt-out from communications etc.

Our Information Security Program

We maintain a robust Information Security Program. For detailed information, please click [here](#).

Data Transfer Mechanisms

We have invested in the following transfer mechanisms when transferring Personal Data across jurisdictions:

- [EU Standard Contractual Clauses](#)
- [Binding Corporate Rules](#) for Controllers
- Binding Corporate Rules for Processors (pending approval)
- [APEC Cross Border Privacy Rules](#)
- [APEC Privacy Recognition for Processors](#)

Breach Notification Processes

The Data Protection & Privacy team within Cisco's Security & Trust Organization coordinates the Data Incident Response Process and manages the enterprise-wide response to data-centric incidents. Our Incident Commander directs and coordinates our response, using diverse teams including the Cisco Product Security Incident Response Team (PSIRT), the Cisco Security Incident Response Team (CSIRT), and the Advanced Security Initiatives Group (ASIG). For additional information regarding our breach notification process, please see Cisco's MDPA [here](#).

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Contract Number: MHEC-08012021

Amendment #1
Between
Presidio Networked Solutions Group, LLC
And
The Midwestern Higher Education Compact
Contract Number: MHEC-08012021

Whereas, this Amendment #1 ("Amendment") to Master Price Agreement, Contract No. MHEC-08012021 ("Agreement") is entered into by the Parties to the Agreement to amend and modify the Agreement by and between the Midwestern Higher Education Compact ("MHEC") and Presidio Network Solutions Group, LLC ("Presidio"), as follows:

Whereas, the Parties entered into the Master Agreement dated August 2, 2021 (the "Agreement") and the Parties now desire to amend the terms of the Agreement.

Now, therefore:

Section 5. Contract Term. Shall be deleted in its entirety and replaced with the following:

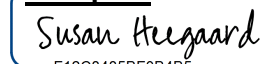
"5. Contract Term. This Agreement shall be effective on August 1, 2021 and shall remain in effect until July 31, 2028 (Term Ending Date) or unless otherwise terminated pursuant to the terms of the Agreement. Eligible Participants may procure products and services from Presidio under the terms of the MHEC Master Agreement at any time during the duration of the Agreement or any renewal thereof. A valid Order's period of performance can extend beyond the last day of the term of this Agreement as long the Order was issued (and executed by mutual parties) on a date within the effective contract term."

Except as set forth above, the Agreement shall remain as stated. In the event of a conflict between the terms found elsewhere in the Agreement and this Amendment #1, this Amendment #1 shall control.

This Amendment #1 is hereby executed by the Parties' authorized representatives set forth below, and effective upon the later date of signatures hereto ("Effective Date").

Midwestern Higher Education

Compact


F12C8485BF0B4B5...
 Signature

Susan Heegaard
 Name

President
 Title

July 5, 2024 | 12:05 PM PDT

Date

Presidio Networked Solutions Group, LLC.

DocuSigned by:


2C01D98E3F5C4AD...
 Signature

Jackie Arnett
 Name

Contract Director
 Title

July 3, 2024 | 1:09 PM CDT

Date

Master Price Agreement
Between
Presidio Networked Solutions Group, LLC
And
The Midwestern Higher Education Compact
Contract Number: MHEC-08012021

This Master Agreement ("Agreement") is entered by and between Midwestern Higher Education Compact ("Compact"), whose governing body is the Midwestern Higher Education Commission ("MHEC") with offices at 105 Fifth Avenue South, Suite 450, Minneapolis, MN 55401 and Presidio Networked Solutions Group, LLC ("Presidio") with corporate offices located at 3600 Minnesota Drive Suite 150, Edina, MN 55435. The term "Presidio" includes Presidio Networked Solutions Group, LLC, its agents, and subcontractors. For the purposes of this Agreement MHEC and Presidio are referred to collectively as the "Parties" or individually as "Party".

Whereas, the Midwestern Higher Education Compact (Compact) is an interstate compact of twelve Midwestern states, such states being Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin (Member States); and MHEC, a nonprofit 501(c) (3), is a statutorily created governing body of the Compact established for the purposes, in part, of determining, negotiating and providing quality and affordable services for the Member States, the entities in those Member States, and the citizens residing in those Member States; and

Whereas, MHEC has established a technology initiative, one of the purposes of which is to determine, negotiate and make available quality and affordable technology products and services to the not-for-profit and public education related entities in the MHEC Member States; and

Whereas, MHEC has entered into separate agreements with the New England Board of Higher Education (NEBHE), the Southern Regional Education Board (SREB), and the Western Interstate Commission for Higher Education (WICHE) respectively to allow entities in the NEBHE Member States, SREB Member States and the WICHE Member States access MHEC's technology initiative contracts, including this Master Agreement; and

Whereas, NEBHE Member States refers to any state that is a member, or affiliate member NEBHE. Current NEBHE Member States are Connecticut, New Hampshire, Maine, Massachusetts, Rhode Island, and Vermont; and

Whereas, SREB Member States refers to any state that is a member or an affiliate member of SREB. Current SREB Member States are Alabama, Arkansas, Delaware, Florida, Georgia, Kentucky, Louisiana,

Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia; and

Whereas, WICHE Member States refers to any state that is a member or an affiliate member of WICHE. Current WICHE Member States are Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming and U.S. Pacific Territories and Freely Associated States; and

Whereas, the Parties acknowledged and agree that MHEC is executing this Agreement to enable Eligible Organizations to purchase products and services offered by Presidio, at the pricing available under this Agreement. No representation is made that any quantities will be purchased or that any services will be utilized. The Parties acknowledge that this Agreement is an award for Hardware, Software, and Services pursuant to Presidio's proposal submitted for the Virtualization and Data Center Modernization MHEC-RFP-03092020 Request for Proposal (RFP), issued by MHEC on March 9, 2020.

Therefore, in consideration of mutual covenants, conditions, and promises contained herein, MHEC and Presidio agree as follows:

1. **Definitions**

- A. **Deliverables**: refers to the tangible materials, including reports, studies, base cases, drawings, findings, software, manuals, procedures, and recommendations that Presidio delivers to Procuring Eligible Organization under a Statement of Work (SOW).
- B. **Deliverables Third-Party Software**: refers to all software and documentation that is not owned by Presidio which is incorporated into or used with a Deliverable.
- C. **Eligible Organizations**: This Agreement shall be the framework under which Eligible Organizations can acquire from Presidio (a) Presidio Services and (b) Third-Party Products and Services as defined herein. Eligible Organizations shall include:
 - i. All not-for-profit private and public institutions and/or systems of higher education (colleges, universities, community colleges, technical institutions, and equivalent institutions) located in MHEC Member States;
 - ii. All K-12 schools and school districts located in MHEC Member States;
 - iii. All city, county, and other local governments located in MHEC Member States; and
 - iv. All state governments and their departments located in MHEC Member States.

Eligible Organizations shall also include all not-for-profit private and public institutions and/or systems of higher education; K-12 schools and districts; city, county, and other local governments; and state governments and their departments located within the following other education Compacts in the country; the New England Board of Higher Education (NEBHE), the Southern Regional Education Board (SREB), and the Western Interstate Commission for Higher Education (WICHE).

- D. **Financing:** Pursuant to the Virtualization and Data Center Modernization MHEC-RFP-03092020 Request for Proposal (RFP), issued by MHEC on March 9, 2020, Eligible Organizations may elect to finance purchases under a separate finance agreement. Depending upon the particular engagement, Presidio may offer customized finance solutions including a) Traditional Master Lease Agreement; b) Technology Acquisition Leasing Lines; c) Project Finance – “As a Service” Solutions; d) Capacity on Demand; e) Qualifying Tier 1 Minority Business Enterprise (MBE) Credits; f) Payment Agreements; and g) Presidio Access Support System – Asset Management System. Finance agreements are separate and independent agreements between the Procuring Eligible Organization and Presidio, with the terms thereof constituting the entire agreement for financing. Eligible Organizations entering into a Financing agreement shall negotiate the terms and conditions of such Financing with Presidio.
- E. **Large Order Negotiated Pricing:** refers to the prices or additional discounts that may be offered to specific Eligible Organizations under defined additional terms and conditions. Selection and pricing of large order negotiated pricing shall be by mutual agreement of the Eligible Organization and Presidio. Large Order Negotiated Pricing shall apply only to those items that meet the applicable additional terms and conditions negotiated by Presidio and the Eligible Organization.
- F. **Presidio Services:** “Presidio Services” refers to the Services provided by Presidio under this Agreement for a) networks, b) wireless, and c) server and storage and is categorized as either Professional Solutions and Services (as further defined below) or Managed Services (as further defined below). Presidio Services may require additional contract terms and conditions including, as applicable, Service Level Agreements (SLA) or Statements of Work (SOW). Such additional terms and conditions shall be negotiated between Eligible Organizations and Presidio and shall only be applicable between the Eligible Organization that agreed to the additional contract terms and Presidio. Presidio may incorporate changes to their service offering; however, any changes must be within the scope of the Virtualization and Data Center Modernization MHEC-RFP-03092020 award.

i. Professional Solutions and Services

Comprehensive Professional Solutions and Services such as consulting services, solution deployment and integration, collaborative maintenance services, Presidio field services, and supplemental engineering services. Including the design and deployment of a) Core Network and Wireless Infrastructure; b) Unified Communication and Collaboration; c) Telepresence/Video Conferencing; d) Data Center and Storage; e) Cloud Solutions / Capacity on Demand; f) Cyber Security; g) Mobility; h) Contact Center; and i) any other directly related technical support, ancillary services tied to program or project scope and support, and/or IT related services required for the effective operation of the hardware, software offered or supplied. Eligible Organizations purchasing custom Professional Solutions and Services shall negotiate the terms and conditions of such purchase with Presidio in, as applicable, Service Level Agreements (SLA) or Statements of Work (SOW).

ii. Managed Services

Managed Services refers to ongoing monitoring, management, provisioning, and optimization of hyper-converged infrastructure systems including a) Network Management and Monitoring; b) Managed Security and Risk Services; c) Data Center Managed Services; d) Storage Management

Services; e) Hosted Collaboration Services; f) Video and Telepresence Management; g) Contact Center Management Service; h) Telephony and Unified Communications Management; i) Telecom Carrier Consulting and Solution; and j) any other directly related technical support, ancillary services tied to program or project scope and support, and/or IT related services required for the effective operation of the hardware, software offered, supplied or managed. Eligible Organizations purchasing custom Managed Services shall negotiate the terms and conditions of such purchase with Presidio, as applicable, Service Level Agreements (SLA) or Statements of Work (SOW).

- G. **Price List:** refers to Presidio Services made available under this Agreement and their respective pricing as set forth in Exhibit A and Third-Party Products and Services made available under this Agreement and their respective pricing and corresponding discount schedule as set forth in Exhibit A.
- H. **Procuring Eligible Organization:** refers to an Eligible Organization which desires to purchase under this Agreement and has executed a valid Order document.
- I. **Order:** refers to an Eligible Organization's purchase order or other ordering document evidencing its intent to procure Presidio Services and/or Third-Party Products and Services. An Order under this Agreement is not considered valid until it is signed by authorized representatives from both the Eligible Organization and Presidio.
- J. **Promotional Prices:** refers to special pricing that may be offered nationally or regionally under this Agreement to a specific category of customers intended to include similarly situated institutional Eligible Organizations for defined time periods and in similar quantities under defined terms and conditions.
- K. **Reseller:** refers to authorized or licensed reseller of Original Equipment Manufacturer ("OEM") or publisher's software, hardware, and services.
- L. **Third-Party Software:** refers to the full line of third-party a) network software, b) wireless software, and c) server software made available for sale by Presidio to Eligible Organizations under this Agreement.
- M. **Third-Party Equipment:** refers to the full line of third-Party a) network and related hardware and components, b) wireless and related hardware and components and c) server and storage and related hardware and components made available for sale by Presidio to Eligible Organizations under this Agreement.
- N. **Third-Party Products:** refers to Third-Party Equipment or Third-Party Software.
- O. **Third-Party Products and Services:** refers collectively to third-party a) network, b) wireless, and c) server and storage equipment, software, and associated IT services offered by Presidio for purchasing under this Agreement, including but not limited to: software, pre-implementation design, installation/de-installation, migration, optimization, maintenance, technical support, training and IT as a Service (services accessible over the internet). Presidio is a certified as an authorized Reseller for all Third-Party Products and Services offered under this Agreement and/or provided under an executed Order.
- P. **Third-Party Services:** refers to all third-party a) network, b) wireless and c) server related services made available for purchase under this Agreement and performed by an entity other than Presidio or its subcontractors.

2. Scope of Offering

This Agreement allows Eligible Organization to obtain from Presidio the full line of Presidio Services and Third-Party Products and Services made available under this Agreement. Additionally, Eligible Organization may obtain financing from Presidio. Presidio may incorporate changes to their offering (including new products and services) subject to the terms of this Agreement; however, any changes must be within the scope of the Virtualization and Data Center Modernization MHEC-RFP-03092020 award.

Procuring Eligible Organizations shall purchase from Presidio, and Presidio shall provide to Procuring Eligible Organizations (a) Presidio Services and (b) Third-Party Products and Services in accordance with the terms of this Agreement. All Eligible Organizations are qualified to purchase under this Agreement, including those Eligible Organizations currently under a separate agreement with Presidio (to the extent that the arrangements do not conflict and do not create compliance issues with other customers). Accordingly, Presidio shall provide Presidio Services and/or Third-Party Products and Services only upon the issuance and acceptance by Presidio of a valid Order. Orders may be issued to purchase any Presidio Services or Third-Party Products and Services listed on the Price List. A Procuring Eligible Organization may purchase any quantity of Presidio Services or Third Party-Products and Services listed in the Price List at the prices stated herein. For Large Order Negotiated Pricing, Presidio and Eligible Organization may negotiate quantity discounts below the pricing listed on the Price List for a given purchase order. As it sees fit, Presidio may offer under this Agreement Promotional Pricing or discounts that result in prices below those listed in the Price List. Presidio is solely responsible for fulfillment of the responsibilities under the terms and conditions of this Agreement. Notwithstanding anything to the contrary contained in this Agreement or Order under this Agreement, MHEC shall not be liable for any Eligible Organization that executes an Order under this Agreement. An Eligible Organization shall not be responsible for any other Eligible Organization that executes its own Order under this Agreement.

3. Due Diligence

Notwithstanding MHEC's role in entering into this Agreement and any additional efforts by MHEC, Eligible Organization acknowledges and agrees that:

- A. Eligible Organization is solely responsible for its own due diligence regarding this Agreement;
- B. MHEC is not responsible for, and makes no representation or warranty, regarding the appropriateness of this Agreement for the Eligible Organization specifically;
- C. MHEC has not made any legally binding representations regarding Presidio, Presidio Services or Third-Party Products and Services and that MHEC does not guarantee or warrant the products or services of Presidio or any third party; and
- D. MHEC is not responsible for the actions or omissions of Presidio.

Issues of interpretation and eligibility for participation are solely within the authority of the procurement and statutory rules and regulations applicable to the Eligible Organization. The Eligible Organization is responsible for assuring it has the authority to place Orders under this Agreement.

4. Quantity Guarantee

This Agreement is not a purchase order, nor does it guarantee any purchases to be made by any Eligible Organization. This Agreement is not an exclusive agreement. MHEC and Eligible Organizations may obtain products and services from other sources during the term of this Agreement.

5. Contract Term

This Agreement shall be effective on August 1, 2021 and shall remain in effect until July 31, 2024 (Term Ending Date) or unless otherwise terminated pursuant to the terms of the Agreement. The Agreement may be mutually renewed for four (4) additional years, unless one party terminates in writing ninety (90) days prior to the Term Ending Date anniversary. Eligible Participants may procure products and services from Presidio under the terms of the MHEC Master Agreement at any time during the duration of the Agreement or any renewal thereof. A valid Order's period of performance can extend beyond the last day of the term of this Agreement as long the Order was issued (and executed by mutual parties) on a date within the effective contract term.

6. Order of Precedent

Eligible Organization and Presidio may enter into an addendum to amend the terms and conditions of this Agreement to conform to the Eligible Organization's state and/or institutional laws and regulations or to supplement or modify this Agreement for specific products or services. Likewise, an Eligible Organization and Presidio may enter into a separate supplemental agreement such as a SOW or SLA to further define the level of service requirements over and above the minimum defined in this Agreement. The terms and conditions of the addendum or supplemental agreement will only be applicable between the Eligible Organization that entered into the addendum and Presidio. No addendum or supplemental agreement to this Agreement will be valid unless such addendum or supplemental agreement is made in writing and is signed by the authorized representatives of Eligible Organization and Presidio. In the event of any conflict among these documents, the following order of precedence shall apply:

- A. Mutually agreed upon Statement of Work ("SOW") or Service Level Agreement ("SLA");
- B. Executed addendum, not to include purchase Orders, between Eligible Organization and Presidio;
- C. The Eligible Organization Purchase Order with Presidio (including its terms and conditions);
- D. The terms and conditions of this Agreement or any MHEC-Presidio addenda to this Agreement and its Exhibits; and
- E. The list of Presidio Services, and/or Third-Party Products and Services contained in the Order.

7. Complimentary Agreement

Eligible Organization may have its own order fulfillment/installation agreement(s) with Presidio or original equipment manufacturer (OEM), publisher or licensor ("Complimentary Agreement"). The terms and pricing of this Agreement are in effect and separate from any additional terms and conditions, fees or markups resulting from the Eligible Organization's separate Complimentary Agreement with Presidio or original equipment manufacturer (OEM), publisher or licensor.

Any Complimentary Agreement is exclusively between the Eligible Organization and Presidio or original equipment manufacturer (OEM), publisher or licensor that entered into the Complimentary Agreement.

Presidio (if not a party to the Complimentary Agreement) and MHEC, their agents, and employees shall not be made party to any claim for breach of such Complimentary Agreement.

This Agreement (and its pricing) was awarded to Presidio by MHEC on the basis of full and open competition among qualified firms under Virtualization and Data Center Modernization MHEC-RFP-03092020 Request for Proposal (RFP), issued March 9, 2020. Accordingly, any MHEC contract awards, as evidence by a MHEC contract number on the Price List Exhibit and referenced as a Complimentary Agreement that leverage this Agreement and/or its pricing, where Presidio is certified as an authorized Reseller, shall be considered competitively awarded by MHEC.

8. Purchasing Under this Agreement

- A. Presidio Services: Procuring Eligible Organization shall purchase Presidio Services listed in the Price List from Presidio under the terms and conditions of this Agreement by delivering to Presidio an Order. The Order should include: (i) Procuring Eligible Organization by name and address; (ii) the description of the service (s) that Procuring Eligible Organization desires Presidio to perform; (iii) the price of the service in accordance with this Agreement; (iv) the “bill-to” address; (v) the requested performance dates; (vi) a contact name and telephone number; and (vii) reference to this Agreement. Eligible Organizations purchasing Presidio Services shall negotiate any additional terms and conditions of such purchase with Presidio.
- B. Third-Party Products and Services: Procuring Eligible Organization shall purchase from Presidio the Third-Party Products and Services listed on the Price List under the terms and conditions of this Agreement by delivering to Presidio an Order. The Order should include: (i) Procuring Eligible Organization by name and address; (ii) the quantity, and description of the Third-Party Product or Third-Party Service that Procuring Eligible Organization desires to purchase or license; (iii) the price of the Third-Party Product or Third-Party Service in accordance with this Agreement; (iv) the “bill-to” address; (v) if a Third-Party Product, the “ship-to” address and the requested delivery dates and shipping instructions if applicable; (vi) cost of shipping, (vii) if a Third-Party Service, the requested performance dates; (viii) a contact name and telephone number; and (ix) reference to this Agreement. Eligible Organization purchasing Third-Party Products and Services may need to negotiate additional terms and conditions with the Third-Party Products and Services provider. While supplemental terms can be negotiated and agreed-to by Presidio and the Eligible Organizations, this Agreement recognizes that Presidio, as an authorized Reseller, shall often be required to reference and incorporate the Third-Party Products and Services standard commercial terms and conditions.
- C. Each Order that is accepted by Presidio will become a part of the Agreement as to the Presidio Services and/or the Third-Party Products and Services listed on the Order only; no additional terms or conditions will be added to this Agreement as a result of the acceptance of the Order, nor will such terms affect any purchase. An Order from an Eligible Organization accepted by Presidio constitutes a binding contract.
- D. No substitutions or cancellations are permitted without approval of the Procuring Eligible Organization.
- E. Procuring Eligible Organization may request in writing changes to an Order (“Change Request”) that Presidio has previously accepted. In response to a Change Request, Presidio will provide written

quotations to Procuring Eligible Organization, including any changes to prices, license fees, shipment or completion dates. A Change Request is a separate Order subject to the terms and conditions of this Agreement and Presidio's change order process which requires mutual written agreement of parties before acceptance and fulfillment of the change request.

- F. Presidio will accept a purchasing card for order placement in addition to accepting a purchase order. In addition, nothing in this section precludes any agreements for the use of electronic purchase orders and Presidio will provide electronic commerce assistance to Eligible Organization, if desired, for the electronic submission of purchase orders, purchase order tracking and reporting. The use of any purchasing card or electronic purchase orders may be subject to limitations and/or additional fees set forth by Presidio and agreed to by Procuring Eligible Organization.

9. Payment Provisions

A. Acceptance:

- I. Presidio Services: Procuring Eligible Organization shall determine whether the Presidio Services delivered meet Presidio's published specifications or the applicable SOW. Unless otherwise agreed upon between the Procuring Eligible Organization and Presidio, the Procuring Eligible Organization shall within fifteen (15) days of completion of services, issue a notice of partial acceptance or rejection of the services; otherwise the services shall be deemed accepted. Presidio Services shall be invoiced upon completion unless otherwise established in an applicable, mutually agreed upon SOW or Order.
- II. Third-Party Products and Services: (a) Third-Party Products: Unless otherwise agreed upon by Procuring Eligible Organization and Presidio, within fifteen (15) days from the date of delivery, the Procuring Eligible Organization shall accept or reject the products for which installation is not needed. For products for which installation is required, and unless otherwise agreed upon by Procuring Eligible Organization and Presidio, the Procuring Eligible Organization shall accept or reject the products upon completion of installation and verification tests, and issuance to Procuring Eligible Organization an installation verification certificate. Presidio shall accept return of all products for up to thirty (30) days from date of delivery or installation with Eligible Organization paying only the return shipping. Products shall be invoiced upon delivery when installation is not required or upon installation. (b) Third-Party Services: Acceptance shall be as agreed upon by Procuring Eligible Organization and the third-party providing the services. Third-Party Services shall be invoiced upon completion unless otherwise agreed to between Procuring Eligible Organization and Presidio.

- B. Payment of Invoice: Invoices shall be submitted to the Procuring Eligible Organization. Payments shall be remitted to Presidio at the address shown on the invoice. Payment shall be tendered to Presidio within forty-five (45) days of the date of the invoice unless there exists a good faith dispute. In the absence of a good faith dispute and after the forty-fifth (45) day from the date of the invoice, unless mutually agreed to, interest shall be paid on the unpaid balance due to Presidio at the rate of one and one-half percent (1½) per month or the maximum rate allowed by the applicable state laws of Procuring Eligible Organization. The Procuring Eligible Organization shall make a good faith effort to pay within forty-five (45) days after the date of the invoice.

- C. **Dispute Notice:** Procuring Eligible Organization shall make a good faith effort to notify Presidio of any billing discrepancies or disputes about an invoice within ten (10) days after receiving it, specifying with particularity the basis of any such dispute ("Dispute Notice") or in accordance with the applicable state laws of the Procuring Eligible Organization. Tender of a Dispute Notice does not relieve Procuring Eligible Organization of its obligations to pay the undisputed portion of any invoice subject to a Dispute Notice. Any amounts that were the subject of a Dispute Notice and are subsequently resolved in favor of Presidio will be subject to interest charges accruing from the original due date.
- D. **Partial Shipment:** In the event an order is shipped incomplete (partial), the Procuring Eligible Organization must pay for each shipment as invoiced by Presidio unless the Procuring Eligible Organization has clearly specified "No Partial Shipment" on each purchase order.
- E. **Payment of Taxes:** The price listed under this Agreement do not include, and Procuring Eligible Organization shall reimburse Presidio for, any and all taxes and/or duties assessed against or payable by Presidio in connection with the sale of equipment, licensing of software or documentation, or performance of services except for taxes imposed upon Presidio's net income. Unless the Procuring Eligible Organization provides a proof of tax exemption, taxes will be additive to the contracted price.

10. Shipping

The cost of shipping shall be itemized on the Order. Presidio will ship Equipment F.O.B. destination unless (1) different shipping terms are negotiated with the Eligible Organization and/or (2) F.O.B. origin is the standard commercial shipping method and Presidio informs Procuring Eligible Organization in advance that shipping will not be F.O.B. destination. Standard ground freight will be used. Special or inside delivery may require additional charges. Title to Third-Party Products shall pass to Procuring Eligible Organization upon Acceptance unless otherwise specified. Risk of loss or damage to the Third-Party Products shall pass to Procuring Eligible Organization upon delivery to the Procuring Eligible Organization. Presidio shall bear the risk of loss with respect to returned products except for loss or damage directly attributable to the negligence of the Eligible Organization in accordance with standard commercial terms and conditions. All Equipment must be shipped fully configured with the required components unless otherwise specified.

11. Third-Party Product Delivery

Unless otherwise agreed to by Procuring Eligible Organization and Presidio, Presidio agrees to deliver Third-Party Products to Procuring Eligible Organization within thirty (30) days after receipt of a valid Order. If delivery cannot be made within thirty (30) calendar days, or the agreed-upon delivery date, Presidio will notify Procuring Eligible Organization within ten (10) business days following Order placement.

- A. Presidio acknowledges that all locations of any particular Eligible Organization may not be within the MHEC region.
- B. If deliveries prove to be unsatisfactory, or other problems arise, MHEC reserves the right to delete products or services from this Agreement and/or cancel this Agreement. Similarly, if deliveries prove to be unsatisfactory or other problems arise under this Agreement for a Procuring Eligible Organization, the Procuring Eligible Organization retains all of its remedies for a default. Failure of MHEC or the Procuring Eligible Organization to exercise its rights of termination for cause or other

remedies for default due to a Presidio's failure to perform as required in any instance shall not constitute a waiver of termination rights or other default remedies in any other instance.

- C. Presidio may choose to deliver products electronically where practicable. This option must be under the independent control of each Procuring Eligible Organization.

12. Installation

When installation is required, unless otherwise negotiated with the Eligible Organization, Presidio must provide the cost of installation as separate line item on their quotation. Installation includes, as applicable, all packing, freight, insurance, set-up, instruction, and operation manual charges. Equipment must be set in place in an area designated by Procuring Eligible Organization personnel. Upon request, Presidio will provide a services quote with a Statement of Work (SOW) to remove any and all debris from the Procuring Eligible Organization site. Upon installation, all operating instructions will be provided either physically or electronically to Procuring Eligible Participant's personnel identified on the purchase order. Unless otherwise stated in the Statement of Work (SOW), Presidio will conduct the manufacturer's standard installation and test procedures to confirm completion.

13. Price and Discount Guarantees

All Presidio Services pricing as set forth in the Price List shall not increase throughout the term of this Agreement. All Third-Party Products and Services discounts as set forth in the Price List shall not decrease throughout the term of this Agreement. If available, promotional prices, higher discounts, and volume discounts may be offered under this Agreement to Procuring Eligible Organization at the time of purchase. Eligible Organizations may inquire from Presidio if such promotions are available.

A. Presidio Services

The pricing for Presidio Services shall be as set forth in Price List Exhibit A. For any custom Presidio Services that are not included in the Price List, the prices for such Presidio Service purchased under this Agreement will be as mutually agreed upon by both Presidio and Procuring Eligible Organization and as set forth in a Presidio quote or an applicable SOW or negotiated agreement.

B. Third-Party Products and Services

The pricing for Third-Party Products and Services shall be as set forth in Price list Exhibit A. The discount listed in Price List Exhibit A shall apply to the Original Equipment Manufacturer (OEM), publisher or licensor published price list.

Presidio may incorporate changes to their offering, in writing to MHEC, of Presidio Services and Third-Party Products and Services; however, any changes must be within the scope of the Virtualization and Data Center Modernization MHEC-RFP-03092020 award.

14. Ownership Rights and Restriction

Subject to the terms of this Agreement and upon receipt by Presidio of full payment of all fees and charges hereunder, Eligible Organization will own and have all right, title and interest to any items delivered by Presidio pursuant to an SOW ("Deliverables"), excluding Background IP (as defined below). Presidio, or its third-party licensors, as applicable, shall retain exclusive ownership of all Background IP. "Background IP" means all Source Code (as defined below), object code, third-party software, technology, systems,

strategies, processes, methods, techniques, ideas, experience, information, know-how, patents, trademarks, copyrights, designs, developments, or other proprietary rights that are used or delivered by Presidio hereunder, whether pre-existing or conceived, created or developed by Presidio, alone or with Procuring Eligible Organization or others, in the course of its performance under this Agreement, whether embodied or otherwise encompassed in the Deliverables, and including all improvements or derivatives thereof. Subject to the terms of this Agreement and upon full payment of all fees and charges hereunder, Presidio grants Procuring Eligible Organization a limited, non-exclusive, non-transferrable, non-sublicensable license to use the Background IP (excluding Source Code) embodied in the Deliverables solely in connection with Procuring Eligible Organization's internal use of such Deliverables. To the extent a Source Code license is expressly identified as a Deliverable under an applicable SOW, then subject to the terms of this Agreement and upon full payment of all fees and charges hereunder, Presidio grants Procuring Eligible Organization a limited, revocable, non-exclusive, non-transferrable, non-sublicensable, royalty-free license to use, modify, or create derivative works from, such Source Code, all for Procuring Eligible Organization's internal business purposes only. Accordingly, Procuring Eligible Organization shall not copy, use, publish, perform, distribute, disseminate or exploit Source Code or any derivatives thereof for any commercial purpose or otherwise share, disclose or transmit Source Code or any derivatives thereof with or to any third party. "Source Code" means a text listing of commands to be compiled or assembled into an executable computer program, which is licensed to Procuring Eligible Organization by Presidio pursuant to an SOW.

15. Presidio Services Warranty

Presidio represents and warrants that Presidio Services provided under this Agreement will be performed in a skillful, competent, timely, professional and workmanlike manner, and that the Vendor employees, agents and contractors assigned to perform Services under this Master Agreement have the proper skill, training and background so as to be able to perform in a skillful, competent, timely, professional and workmanlike manner. Any additional warranty for Presidio Services shall be decided on a case-by-case basis and shall be mutually agreed upon in a SOW.

16. Third Party Products and Services Warranty

Presidio does not warrant Third-Party Products and Services. Any warranty provided on the Third-Party Products and Services is provided by the original equipment manufacturer (OEM), publisher, or service provider and may vary from product to product or service to service. Such warranties shall be provided to the Procuring Eligible Organization with Third Party Products and Services.

17. Deliverables Third-Party Software

Certain Deliverables may contain or require the use of third-party software ("Deliverables Third-Party Software"). Presidio makes no representation or warranty of any kind, express or implied, with respect to any Deliverables Third-Party Software. Accordingly, Presidio shall have no liability or responsibility whatsoever on account of the failure, malfunction, or use of any Deliverables Third-Party Software, and same are hereby waived by Procuring Eligible Organization. Any Deliverables Third-Party Software delivered to Procuring Eligible Organization is delivered "AS IS" and with "ALL FAULTS". All Deliverables Third-Party Software will be subject to such third party's software installation package, and/or available

on such third party's website. Procuring Eligible Organization hereby agrees to comply with and be bound by such license terms and conditions. Except with regard to Deliverables Third-Party Software which is identified as a Deliverable under an applicable SOW, Procuring Eligible Organization shall be solely responsible for obtaining and maintaining licenses for all other Third-Party Software. Further, Presidio shall not be responsible for any royalties or other consideration that may become due and payable with respect to Procuring Eligible Organizations use, licensing or integration of Third-Party Software.

18. Third-Party Software

All Third-Party Software will be subject to such third party's applicable license terms and conditions for such software, a copy of which is available to Procuring Eligible Organization upon request from such third party, contained in such third party's software installation package, available on such third party's website, or such other means as provided by the third party. Procuring Eligible Organization shall be solely responsible for obtaining and maintaining licenses for all other Third-Party Software.

19. Transfer of Title

Unless otherwise specified in the Order or addendum, Presidio warrants that Procuring Eligible Organization shall acquire good and clean title to Third-Party Products and Services being purchased under this Agreement, free and clear of all liens and encumbrances. Presidio warrants that it has the right to provide such Third-Party Products and Services to Procuring Eligible Organization.

20. Termination

- A. At any time MHEC may terminate this Agreement, in whole or in part, by giving Presidio ninety (90) days written notice; provided however, neither MHEC nor Eligible Organization has the right to terminate a specific Order for convenience after it has been issued if the product or service is ultimately accepted. At any time, Presidio may terminate this Agreement, in whole or in part, by giving MHEC ninety (90) days written notice. Such termination shall not relieve Presidio of any warranty or other service obligations incurred under the terms of this Agreement.
- B. Either Party may terminate this Agreement for cause based upon material breach of this Agreement by the other Party, provided that the non-breaching Party shall give the breaching Party written notice specifying the breach and shall afford the breaching Party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching Party has not corrected the breach or, in the case of a breach that cannot be corrected in thirty (30) days, begun and proceeded in good faith to correct the breach, the non-breaching Party may declare the breaching Party in default and terminate the agreement effective immediately. The non-breaching party shall retain any and all remedies available to it under the law.
- C. In the event that either Party be adjudged insolvent or bankrupt by a court of competent jurisdiction, or upon the institution of any proceedings by or against it seeking relief, reorganization or arrangement under any laws relating to insolvency, or upon any assignment for the benefit of creditors, or upon the appointment of a receiver or trustee of any of its property or assets, or upon the liquidation, dissolution or winding up of its business, then and in any such event this Agreement may immediately be terminated or cancelled by the other Party hereto.

- D. In the event this Agreement expires or is terminated for any reason, a Procuring Eligible Organization shall retain its rights in all products and services accepted prior to the effective termination date or ordered before the effective termination date and ultimately accepted.
- E. Procuring Eligible Organization or Presidio may terminate an Order under this Agreement for cause based upon material breach of the Order or this Agreement by the other, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within 30 days after receipt of a written notice the breaching party has not corrected the breach, or in the case of a breach that cannot be corrected in thirty (30) days, begun and proceeded in good faith to correct the breach, the non-breaching party may terminate the Order effective immediately. The non-breaching party shall retain any and all remedies available to it under the law. A breach and any resulting termination of an Order under this Section 20 E shall have no effect on any other Order made by any other Eligible Organization.

21. Non-Appropriations

This provision applies only to publicly funded Eligible Organizations. The terms of this Agreement and any Order issued for multiple years under this Agreement is contingent upon sufficient appropriations being made by the legislature or other appropriate governing entity. Notwithstanding any language to the contrary in this Agreement or in a purchase order or other document, Procuring Eligible Organization may terminate its obligations under this Agreement if sufficient appropriations are not made by the governing entity to pay amounts due for multiple year agreements. The Procuring Eligible Organization's decision as to whether sufficient appropriations are available shall be accepted by Presidio and shall be final and binding. In the event of non-appropriations, Procuring Eligible Organization shall provide sixty (60) days' notice, if possible, of its intent to terminate this contract for non-appropriation. The Procuring Eligible Organization shall send to Presidio a notice of its governing body's decision not to appropriate funds for the installment sale payments for the subsequent fiscal years. Such termination shall relieve the Procuring Eligible Organization, its officers and employees from any responsibility or liability for the payment of any future Orders. However, all applicable cancellation fees as agreed to in advance by Procuring Eligible Organization and outstanding invoices from Presidio for the period up to the date of termination will be paid by the Procuring Eligible Organization.

22. Indemnity, General

Presidio will indemnify, protect, save and hold harmless MHEC and Eligible Organizations, as well as the representatives, agents and employees of MHEC and Eligible Organizations, from any and all third party claims or causes of action related to a claim of personal injury or damage to tangible property, including all reasonable attorney's fees incurred by MHEC and/or Eligible Organizations, arising from intentionally wrongful acts or omissions or the negligent performance of the Agreement by Presidio, Presidio's agents, employees, or subcontractors.

MHEC and/or Eligible Organization shall give Presidio written notice promptly after it becomes aware of any claim to be indemnified hereunder. Subject to any legally required approval, including approval of Eligible Organization's state attorney general, or consistent with applicable law, MHEC and/or Eligible

Organization shall (1) permit Presidio to control such claim or action at Presidio's own expense; (2) agree that Presidio may employ attorneys of its own choice to appear and defend the claim or action; (3) do nothing to compromise the defense of such claim or action or any settlement thereof; and (4) provide Presidio with all reasonable assistance that Presidio may require.

23. Patent, Copyright, Trademark and Trade Secret Indemnification

Presidio will indemnify, defend and hold MHEC and Eligible Organization harmless from a claim that any services or product provided to Eligible Organization pursuant to this Agreement infringes on another person's or entity's patent, copyright, trade secret or any other proprietary right of a third-party. Presidio will have no obligation under this section with respect to any claim of infringement resulting from (a) services performed, or products provided, pursuant to Eligible Organization's specification or design; (b) an Eligible Organization's unauthorized modification of a product; or (c) any combination, operation, or use of the product with systems other than those provided by Presidio to the extent that such a claim is caused by such modification, combination, operation, or use of the product. Following notice of a claim or a threat of actual suit, Presidio will, at its own expense and option, (1) resolve the claim in a way that permits continued ownership and use of the affected product or service; (2) provide a comparable replacement at no cost; or (3) in the case of a product accept return of the product, freight collect, and provide a reasonable depreciated refund and in the case of a service, provide a refund less a reasonable adjustment for beneficial use, but in no event shall refund of product or service relieve Presidio of its obligations to defend and indemnify MHEC and Eligible Organization.

24. Limitation of Liability

IN NO EVENT SHALL PRESIDIO, MHEC OR ELIGIBLE ORGANIZATION BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, COSTS FOR PROCUREMENT OF SUBSTITUTE SERVICES OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, USE, OR BUSINESS INTERRUPTION INCURRED BY ANY PARTY TO THIS AGREEMENT OR ANY THIRD PARTY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY HEREUNDER AND ELIGIBLE ORGANIZATION'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO \$500,000 OR THE TOTAL NET PAYMENTS PAID BY ELIGIBLE ORGANIZATION TO PRESIDIO FOR THE APPLICABLE SERVICE UNDER THE APPLICABLE SOW DURING THE TWELVE (12) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED, WHICHEVER IS GREATER. THE FOREGOING LIMITATION DOES NOT APPLY TO ANY INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT OR TO DAMAGES RESULTING FROM PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY PRESIDIO'S OR ITS SUBCONTRACTOR'S NEGLIGENCE OR WILLFUL MISCONDUCT. PRESIDIO SHALL NOT BE LIABLE TO ELIGIBLE ORGANIZATION OR TO ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: (I) INTEROPERABILITY, INTERACTION, ACCESS, OR INTERCONNECTION PROBLEMS WITH APPLICATIONS, EQUIPMENT, PROFESSIONAL SERVICES, CONTENT OR NETWORKS PROVIDED BY THE ELIGIBLE ORGANIZATION OR THIRD PARTIES; (II) SERVICE INTERRUPTIONS OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS, EXCEPT AS OTHERWISE PROVIDED IN THE APPLICABLE SOW; (III) UNAUTHORIZED ACCESS TO, OR THEFT, ALTERATION, LOSS, DEGRADATION,

DAMAGE OR DESTRUCTION OF, ELIGIBLE ORGANIZATION'S, ITS USERS' OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS, WHETHER ON-PREMISES OR CLOUD-BASED (ALL OF THE FOREGOING OF ELIGIBLE ORGANIZATION, ITS USERS OR THIRD PARTIES IS COLLECTIVELY REFERRED TO HEREINAFTER AS THE "CLIENT COMPUTER SYSTEMS"), OR LOSS OF ACCESS THERETO, THROUGH ANY MANNER OR METHOD, INCLUDING, WITHOUT LIMITATION, ANY HARMFUL PROGRAM, CODE OR ATTACK, EXCEPT WHEN THE UNAUTHORIZED ACCESS, THEFT, ALTERATION, LOSS, DEGRADATION, DAMAGE OR DESTRUCTION WAS CAUSED BY PRESIDIO'S OR ITS SUBCONTRACTOR'S NEGLIGENCE OR WILLFULL MISCONDUCT; (IV) A BREACH IN THE SECURITY OF ANY OF ELIGIBLE ORGANIZATION COMPUTER SYSTEMS, EXCEPT WHEN THE BREACH IS CAUSED BY PRESIDIO'S OR ITS SUBCONTRACTOR'S NEGLIGENCE OR WILLFUL MISCONDUCT; (V) THE INTEGRITY OR AUTHENTICITY OF ELIGIBLE ORGANIZATION'S, ITS USERS' OR THIRD PARTIES' CONENT, DATA, OR INFORMATION, (VI) ELIGIBLE ORGANIZATION'S FAILURE TO COMPLY WITH CLIENT RESPONSIBILITIES AS SET FORTH IN THE APPLICABLE SOW, or (VII) ELIGIBLE ORGANIZATION'S FAILURE TO IMPLEMENT ANY REASONABLE SECURITY RECOMMENDATIONS MADE BY PRESIDIO.

25. Insurance

Presidio, at its own expense, shall maintain appropriate levels of insurance as required by the Procuring Eligible Organization and if requested, certificates of insurance shall be delivered to Procuring Eligible Organization prior to commencement of any work. The insurance company shall be licensed in the applicable state in which work is being conducted or as otherwise required by Procuring Eligible Organization. Presidio shall give the Procuring Eligible Organization a minimum of thirty (30) days' notice prior to any modifications or cancellation of policies. Unless otherwise agreed to between Eligible Organization and Presidio, Presidio will maintain the following insurance limits while performing any services under this Agreement: (a) Workers' Compensation Insurance for Contractor employees, including coverage required under the Eligible Organization's State and Federal Laws; (b) Employer's Liability Insurance with limits of a minimum of: (i) \$1,000,000 for each accident for bodily injury by accident, (ii) \$1,000,000 for bodily injury by disease, and (iii) \$1,000,000 for each employee for bodily injury by disease; (c) General Liability Insurance with limits of: (i) \$1,000,000 per occurrence for bodily injury and property damage, (d) Cyber Insurance: In the event Presidio will host data, or provide for the hosting of data through a third-party entity, Presidio shall secure and maintain Cyber Liability and Security Insurance or equivalent insurance product(s), with minimum liability limits of not less than \$5,000,000 and first party limits of not less than \$1,000,000, that will provide, without cost to the Presidio or Eligible Organization, an immediate response in the event of a data breach, including meeting all notification obligations of Presidio and Eligible Organization and in the event the data breach involves personal information, available free credit monitoring for any affected individual for a minimum period of one year and shall provide copies of certificates of insurance to Eligible Participants if requested.

Procuring Eligible Organization is responsible for managing compliance with the requirements of this section 25. Insurance and/or their institutional requirements, and may require additional coverage consistent with applicable law, regulation or policy. Presidio shall require all Subcontractors performing any work to maintain coverage as specified.

26. Confidentiality

- A. While Presidio is providing Presidio Services hereunder, Eligible Organization or Presidio may disclose to the other certain business information identified as confidential ("Confidential Information"). All such information shall be marked or otherwise designated as "Confidential" or "Proprietary". In order for such information to be considered Confidential Information pursuant to this Section 26 of the Agreement, it must conform to the data practices laws or similar type laws of the State in which the Eligible Organization is located or was founded. Information of a proprietary nature which is disclosed orally to the other party shall not be treated as Confidential Information unless it is stated at the time of such oral disclosure that such information is Confidential Information and such information is reduced to writing and confirmed as Confidential Information to the recipient. Both Eligible Organization and Presidio agree that, with respect to Confidential Information it receives (as "Recipient") from the other (as a "Discloser") in connection with this Agreement or an Order pursuant to this Agreement, that it (i) will use such Confidential Information solely for the purposes contemplated by the Agreement or an Order placed under this Agreement, (ii) shall not use any such Confidential Information for any other purpose and in particular shall not so use such Confidential Information in any manner either to the detriment of the Discloser or for the benefit of the Recipient or any third party, and (iii) shall receive and hold such Confidential Information in trust and confidence for the benefit of the Discloser.
- B. Each party will make reasonable efforts not to disclose the other party's Confidential Information to any third party, except as may be required by law or court order, unless such Confidential Information: (i) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the non-disclosing party; (ii) was rightfully in the non-disclosing party's possession or the possession of any third party free of any obligation of confidentiality; or (iii) was developed by the non-disclosing party's employees or agents independently of and without reference to any of the other party's Confidential Information. Confidential Information shall remain the property of and be returned to the Discloser (along with all copies or other embodiments thereof) within fifteen (15) days of (a) a written request from the Discloser, or (b) the earlier receipt by the Recipient from the Discloser of a written demand following a breach by Eligible Organization or Presidio of this Agreement or an Order under this Agreement directing that Confidential Information described generally or specifically in such demand be returned to the Discloser.
- C. In such cases where Confidential Information is required to be disclosed to a third party for purposes of providing Presidio Services, all disclosure of Confidential Information will be in accordance with the separate non-disclosure agreement between Presidio and the third party.
- D. If a separate, written nondisclosure agreement exists between Eligible Organization and Presidio, that agreement will control and will apply according to its terms and conditions to all Confidential Information the parties exchange with each other.
- E. Notwithstanding anything to the contrary in this Agreement or amendment to this Agreement, both Eligible Organization and Presidio agree to comply with the data practices or similar type laws of the State in which Eligible Participant is located or founded, to the extent applicable to the scope of services performed by Presidio.

27. Data Ownership

Eligible Organization's data shall remain the exclusive property of Eligible Organization and Eligible Organization shall retain all rights, including intellectual property rights in and to such data. Presidio will use Eligible Organization's data only for the purpose of fulfilling its duties under this Agreement or an Order under this Agreement, and for Eligible Organization's sole benefit, and will not share such data with or disclose it to any third party without the prior written consent of Eligible Organization or as otherwise required by law.

28. Non-Discrimination

Presidio agrees to abide by all applicable Federal and state laws, regulations, and executive orders pertaining to equal employment opportunity. In accordance with such laws, regulations, and executive orders pertaining to equal employment opportunity, Presidio and all its Subcontractors shall agree that it does not discriminate on the grounds of race, color, religion, national origin, sex, age, disability, genetic information, or veteran status. Presidio shall comply with federal and state laws, rules, and regulations applicable to Subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.

29. Accessibility

Presidio agrees to comply with all applicable requirements of the Rehabilitation Act of 1973, as amended, 29 USC 794, including Sections 504 and 508, which prohibits discrimination on the basis of disabilities, and with the Americans with Disabilities Act of 1990 ("ADA"), as amended, 42 USC 12101 et seq., which requires the provision of accessible facilities and services. Goods and services provided by Presidio shall be accessible to individuals with disabilities to the greatest extent practical, but in no event less than the standards set forth by the state in which the Eligible Organization resides and federal accessibility laws. For web-based environments, services and content must conform to the Web Content Accessibility Guidelines ("WCAG") 2.0 AA (available at <http://www.w3.org/WAI/intro/wcag.php>).

30. FERPA and other privacy laws

Where applicable to the scope of services Presidio is providing, and only to the extent directly applicable to Presidio and its services, Presidio agrees to comply with the Family Education Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach Bliley Act (GLBA) and all other applicable state and federal privacy laws. To the extent an Eligible Organization discloses any information to Presidio subject to the aforementioned privacy laws, Eligible Organization agrees to advise Presidio of the disclosure of such information; and Eligible Organization represents and warrants to Presidio that it has obtained any required consents to disclose such information. In addition, to the extent that Presidio becomes a Business Associate as defined in HIPAA, both Presidio and Eligible Organization acknowledge that a separate mutually agreeable Business Associate Agreement may be required and will govern according to its terms.

31. Compliance with Applicable Laws

Presidio shall comply with all applicable laws and governmental regulations, which by their terms, apply to Presidio's performance under an Order pursuant to this Agreement. Eligible Organization agrees to comply with all applicable laws and governmental regulations in connection with this Agreement. MHEC agrees to comply with all applicable laws and governmental regulations in connection with this Agreement.

32. Debarment and Suspension

Presidio represents that it is not debarred or suspended from doing business with the federal government or any Eligible Organization's state. Furthermore, Presidio shall provide notice to MHEC if Presidio becomes debarred or suspended at any point during the duration of this Agreement.

33. Records and Audit

Presidio shall retain and maintain all records and documents relating to this Agreement for six (6) years after final payment under an Order made by the Eligible Organization, or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of MHEC, Eligible Organization, (including the procurement officer or designee), and appropriate governmental authorities with Eligible Organization's state at all reasonable times. The Procuring Eligible Organization shall have the right to request copies of invoices either before or after payment. Payment under this Agreement shall not foreclose the right of Procuring Eligible Organization to recover excessive or illegal payments.

34. Force Majeure

Neither Presidio nor MHEC nor Procuring Eligible Organization shall be liable to each other during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control, which circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind); fire; war; act of a public enemy or terrorist; act of sabotage; epidemic; strike or other labor dispute; riot; piracy or other misadventure of the sea; embargo; inability to secure materials and/or transportation; or, a restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such a circumstance occurs, the party unable to perform shall undertake reasonable action to notify the other parties of the same.

35. Export Law

Eligible Organization acknowledges that any software, technical information, products or other Deliverables provided to Eligible Organization via this Agreement may be subject to the U.S. Export Administration Regulations. Eligible Organization agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

36. Conflict of Interest

Presidio warrants to the best of its knowledge and belief that it presently has no interest direct or indirect, which would give rise to organizational conflicts of interest. Presidio agrees that if an organizational

conflict of interest is discovered during the term of this Agreement, it will provide disclosure to MHEC that shall include a description of the action Presidio has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist and is not timely resolved by Presidio, MHEC may, at its sole discretion, cancel this Agreement.

37. Subcontractors

Presidio shall have the right to use subcontractors to provide the Presidio Services described in this Agreement. If Presidio elects to use subcontractors in the performance of custom professional services under this Agreement, upon request, Presidio will provide a list of such subcontractors in the associated Statement of Work (SOW). Notwithstanding the foregoing, the use of such subcontractors shall not release Presidio from performing its obligations under this Agreement.

Presidio shall be liable for any damage or loss resulting from personal injury or damage to tangible property arising from the acts or omissions of its subcontractor while performing services pursuant to this Agreement.

38. Assignment

Neither Party will assign its rights or delegate its obligations under this Agreement, in whole or in part, without the other Party's prior written consent, and, absent such consent, any purported assignment or delegation by that party will be null, void and of no effect; provided, however, that either Party may upon written notice assign this Agreement to another successor company pursuant to a corporate merger or reorganization or the sale or transfer of all or substantially all of its stock or assets. This Agreement will be binding upon and inure to the benefit of Presidio and MHEC and their successors and permitted assigns. Nothing in this Section 38. shall preclude Presidio from employing a Subcontractor in carrying out its obligations under this Agreement. Presidio's use of such Subcontractors will not release Presidio from its obligations under this Agreement.

39. MHEC Not Liable for Eligible Organization

MHEC is not liable to Presidio for the failure of any Eligible Organization to make any payment or to otherwise fully perform pursuant to the terms and conditions of an Order and/or this Agreement. Presidio, in its sole discretion, may discontinue selling products or services to any Eligible Organization who fails to make payments or otherwise fully performs pursuant to the terms and conditions of this Agreement. MHEC does not guarantee that any Eligible Organization will utilize or make any purchase under this Agreement.

40. Independent Contractors

MHEC and Presidio acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing this Agreement. Presidio and its agents and employees are independent contractors and are not employees of MHEC or any Eligible Organization. Presidio has no authorization, express or implied to bind MHEC or any Eligible Organization to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent of MHEC or any Eligible Organization, except as expressly set forth herein.

41. Notification

- A. Between the Parties: Whenever under the terms of this Agreement any notice is required or permitted to be given by one Party to the other, such notice shall be given in writing and shall be deemed to have been sufficiently given for all purposes hereof if given by facsimile, email, or mail, postage prepaid, to the Parties at the addresses set forth below, or at such other address as the Parties may direct in writing from time to time:

To MHEC:	To Presidio:
105 Fifth Avenue South	3600 Minnesota Drive
Suite 450	Suite 150
Minneapolis, Minnesota 55401	Edina, MN 55435
Attn: Nathan Sorensen Email: nathans@mhec.org	Attn: Jackie Arnett Email: jarnett@presidio.com
Fax: 612-767-3353	Fax: 812-342-2702

Changes in the above information will be given to the other Party in a timely fashion.

- B. Between Eligible Organization: Notices shall be sent to Eligible Organization's business address. The term "business address" shall mean the "Bill to" address set forth in an invoice to Eligible Organization.

42. Web Site Maintenance

Presidio agrees to ensure that its website includes MHEC contract summary level descriptions, information and aids on its website to promote Eligible Organization awareness and utilization.

43. Marketing

Presidio will assist MHEC in the development and implementation of appropriate marketing strategies. Strategies include, but are not limited to, webinars, printed material, e-mail materials or presentations. Mutual review and evaluation of the marketing plans will be done, upon request.. Presidio shall not appropriate or make use of names or other identifying marks or property in its advertising or marketing without the prior written consent of MHEC or Eligible Organization.

44. Announcements and Publicity

Any announcements and publicity given to MHEC (or Eligible Organization) resulting from this Agreement must receive the prior approval of MHEC (or Eligible Organization). Such approval shall not be unreasonably withheld. Presidio will not make any representations of MHEC's (or Eligible Organization's) opinion or position as to the quality of effectiveness of the products and/or services that are the subject of this Agreement without the prior written consent of MHEC (or Eligible Organization), which shall not be unreasonably withheld.

45. Oversight Committee

An oversight committee comprised of representatives of Eligible Organizations shall be appointed by MHEC to assist and support MHEC in developing and refining the implementation of this Agreement in the MHEC member states. This shall include, but not be limited to, assistance with marketing strategies, representing the interests of Eligible Organizations in assuring quality and timely products and services, web presence; and to advise Presidio on the effectiveness of its implementation progression. In addition, Presidio may be requested to attend on-site or virtual meetings on an ad hoc basis by the contract manager to address any contract performance issues.

46. Contract Administration Fee (CAF)

On a calendar-quarterly basis (where quarter one is January 1 – March 31 and the quarter one report is due by April 30), Presidio will, in a timely manner, make available to MHEC utilization reports and information generated by this Agreement, reflecting net Presidio Services and Third-Party Product and Services sales to Eligible Organizations. The information and reports shall be accompanied with a check payable to the Midwestern Higher Education Commission for an amount equal to one and a half percent (1.50%) of the total net sales for that quarter period (the "Fee"). MHEC, from time to time may provide a written request to Presidio to change the percentage of the Fee it will receive as a result of this Agreement. Any change in the contract administration fee may also require a change in the Price List pricing.

47. Quarterly Report

Presidio must submit business activity reports each quarter in an agreed upon format acceptable by Presidio and MHEC. The Quarterly Reports may include, at the minimum, the following information:

- Quarter number and year
- MHEC contract number
- Vendor name
- Name, phone number and email address of person who may be contacted for questions about the report
- Customer Name
- Customer Type (Higher Education, K-12, state agencies, cities, counties, local subdivisions)
- Address
- City
- State

- Zip Code
- Purchase Order Number
- Product Description
- Final (or Last) Delivery to End User
- Quantity
- List Price
- Sale Price
- Administration Fee
- % Discount
- \$ Savings
- Reseller (if applicable)

Quarterly Reports and Contract Administration Fee shall be submitted by end of the preceding month after the end of March, June, September, and December of each calendar year.

Calendar Quarter 1	(January 1 to March 31)	Due April 30
Calendar Quarter 2	(April 1 to June 30)	Due July 31
Calendar Quarter 3	(July 1 to September 30)	Due October 31
Calendar Quarter 4	(October 1 to December 31)	Due January 31

48. Waiver

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the party granting such waiver in any other respect or at any other time. Any delay or forbearance by either party in exercising any right hereunder will not be deemed a waiver of that right.

49. Severability

If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance, or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

50. Governing Law

As between MHEC and Presidio, this Agreement shall be construed in accordance with, and its performance governed by, the laws of the State of Minnesota; and venue for all legal proceedings arising out of this Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the State of Minnesota.

As between Eligible Organization and Presidio, this Agreement or any Order placed under this Agreement shall be construed in accordance with, and its performance governed by, the laws of the state in which Eligible Organization resides. Venue for all legal proceedings arising out of this Agreement or any Order placed under this Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state in which the Eligible Organization resides.

51. Sovereign Immunity

Notwithstanding anything to the contrary in this Agreement or Order under this Agreement, this Agreement shall not be construed to deprive an Eligible Organization of its applicable sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions, or limitations of liability applying to this Agreement or afforded by Eligible Organizations' state laws applicable to Eligible Organization.

52. Survival

Certain paragraphs of this Agreement including but not limited to Indemnification; and Limitation of Liability shall survive the expiration of this Agreement. Software license, warranty and service agreements, and non-disclosure agreements that were entered into under terms and conditions of this Agreement shall survive this Agreement.

53. Scope of Agreement

This Agreement incorporates all of the agreements of the Parties concerning the subject matter of this Agreement, and all prior agreements have been merged into this Agreement. No prior agreements, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

54. Miscellaneous:

All parties to this Agreement may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement that shall be considered an original and shall be admissible in any action to enforce this Agreement. This Agreement shall become effective upon the signature of both Parties to this Agreement. Except as provided for in this Agreement, all changes to this Agreement must be made in writing signed by both Parties.

[SIGNATURE PAGE FOLLOWS]

Contract Number: MHEC-08012021

The Parties, by their representatives signing below, agree with the terms of this Agreement and further certify that their respective signatories are duly authorized to execute this Agreement.

	<u>Midwestern Higher Education</u> <u>Commission</u>	<u>Presidio Networked Solutions Group, LLC</u>
Signature:		
Name:	Susan Heegaard	Keith Strohman
Title:	President	Senior Director, Presidio
Address:	105 Fifth Avenue South Suite 450	3600 Minnesota Drive Suite 150
	Minneapolis, Minnesota, 554401	Edina, MN 55435
Date:	08/02/2021	08/02/2021

Exhibit A – Price List (Discount Category Pricing)

Presidio is offering the following discounts on the Discount matrix below.

To obtain an Excel copy of the Price List contact nathans@mhec.org or visit <https://www.mhec.org/contracts/technology/computers/presidio>



MHEC Pricing
v07.30.2021.xlsx

PRESIDIO®

City of Warren

Network Refresh

September 2025





Attendees

Attendee	Title	Company	Contact
Shumon Hakim	Information Systems Manager	City of Warren	shakim@cityofwarren.org
Laura Wilson	IS Administrator/Coordinator (etc..)	City of Warren	lwilson@cityofwarren.org

Attendee	Title	Company	Contact
Ashleigh Greene	Account Manager	Presidio	ashleighgreene@presidio.com
Jake Montgomery	Solutions Architect	Presidio	jakemontgomery@presidio.com
Bryan Kars	Solutions Architect	Presidio	bkars@presidio.com
Arban Gashi	Managed Services Solutions Architect	Presidio	agashi@presidio.com
Justin Mason	Cybersecurity Consultant	Presidio	justinmason@presidio.com

Overview



Network Refresh Summaries
Network Equipment, Professional Services, Managed Services



Overview

- Full switching, routing, and firewalling network refresh
- Including:
 - Equipment
 - Professional Services
 - Equipment deployment (Firewalls, Switches, UPS's)
 - Routing Consultation and Upgrades
 - Cyber Security Consultation and Pen-test
 - Managed Services



Timeline Targets

Before Holiday Break

- Staging of switching hardware
- Replace out of support equipment as soon as possible (4500x's, select Firewalls)
- Routing Consultation
- Cyber Security Consultation
- Managed Services Preparation and kickoff

After Holiday Break

- Refresh Switching, Firewalling, Battery backups
- Routing Upgrades
- Cyber Security External Pen-test

Investment



Checkpoint Firewalls
Firewalls excluded from Managed Services



HARDWARE INVESTMENT SUMMARY

Checkpoint Firewalls

Equipment Description	One Time Charge
23- Cisco Catalyst 9200 Series 25- Cisco Catalyst 9300 Series 2- Cisco Catalyst 9500 Series	\$591,704.75
36- 9PX1000RT 1- 9PX1500RT 5- 9PX2000RT 3- 9PXEbm36RT 1- 9PXEbm48RT 3- 9PXEbm72RT 42- NETWORK-M3 42- RK2PC 42- PDU1215	\$93,948.88
6- Quantum Force 3920 Appliance with SandBlast subscription	\$76,621.92
TOTAL	\$762,275.55

Port Speeds

- 1 GbE access ports
- 10 GbE SFP+ NIM
 - MDF-IDF interconnects
 - WAN Uplinks > 1 Gb

Access Power

- POE+ (802.3at)(30 watts)

Capabilities

- Meraki Monitoring
- WAN – BGP





DELIVERY SERVICES INVESTMENT SUMMARY

Presidio Engineering Services

Service Description	Fixed Fee Charge	Time and Materials Charge
Scope- Unbox, Test, Update, Configure, and Deploy: 23- Cisco Catalyst 9200 Series 25- Cisco Catalyst 9300 Series 2- Cisco Catalyst 9500 Series Switch Deploy to 23 Locations Firewall Deploy to 4 Sites Functional Design Documents FDIS support External Pen-test Updated Documentation	\$208,645.20	
Scope- Firewall Design Security Architecture Analysis Routing Consultation Routing Upgrade Functional Design Documents		\$93,844.60
TOTAL Price		\$303,730.32



Thank You



PRESIDIO®



DDA / TIFA DIRECTOR'S OFFICE

ONE CITY SQUARE, SUITE 215
WARREN, MI 48093-6726
(586) 574-4529
www.cityofwarren.org

9/22/2025

Downtown Development Authority
City of Warren
1 City Square
Warren, MI. 48093

Re: Mold Evaluation Proposal: 29901 S. Civic Center Blvd

Dear Downtown Development Authority,

The DDA Department is requesting the Downtown Development Authority to authorize funding for the Evaluation Proposal. This project involves G2 will assess the structure for signs of moisture, odors, or staining, document humidity levels, and use thermal imaging to identify potential water intrusion.

Project Details:

Recommended Company: G2 Consulting Group, 1866 Woodslee Street, Troy, MI 48083

Bid Number: RFP-W-0025

Requested Amount: 3,500.00

GL/Account Number: 494-9494-80100

Attached is a quote from G2 Consulting Group for thermal imaging, moisture meter readings, humidity checks, mold sampling, and a detailed final report. The total cost for the project is 3,500.00.

The DDA Department is asking for the Downtown Development Authority to provide funding for this essential project. Please find all supporting documents and backup information related to the project attached to this cover letter.

If you have any questions or require any additional information, please contact me.

Thank you for your consideration.

Sincerely,

Signed by:

6F52A3F825A947D...
Tom Bommarito
DDA Director
DDA/TIFA Department

Read and Concur:

DocuSigned by:

874B09CBFD6E4E8...
Mark Knapp
Assistant Controller



September 15, 2025

Ms. Tina G. Gapshes, PE
Predevelopment Project Manager
City of Warren
One City Square, Suite 300
Warren, MI 48093

Re: Proposal for Moisture Intrusion and Mold Evaluation
29901 S Civic Center Blvd - Warren, Michigan
G2 Project No. 240672

Dear Ms. Gapshes:

G2 Consulting Group, LLC (G2) is pleased to respond to your request for our proposal to perform a limited Moisture Intrusion Study within the former approximate 17,487-square foot racquet club building located at 29901 S. Civic Center Drive within the City of Warren, Michigan.

According to provided information, there is a strong musty/mildew type odor within the interior of the structure and furthermore, there is water staining and potential mold growth along the exterior masonry sections of the exterior walls.

The purpose of the limited survey is to identify apparent moisture intrusion concerns within the accessible and exposed areas of the building and prepare recommendations.

SCOPE OF SERVICES

The Limited Moisture Intrusion Study survey will consist of evaluation of the building interior and exterior through the services detailed below:

- Perform visual and olfactory observations of entire structure. G2 personnel will evaluate exposed and accessible areas for apparent moisture intrusion concerns. Staining and odors (if observed) will be documented.
- Perform relative humidity readings within the office space. Areas of significant variances will be documented.
- Perform thermal photography/imaging within the office spaces/suites to document the current presence (if any) of water infiltration concerns. These concerns will be differentiated by thermal gradients noted within the infrared camera image. Infrared imaging will be incorporated in the photographic log.



Proposal for Phase I Environmental Site Assessment

G2 Proposal No. 240672

September 15, 2025

- Perform moisture meter readings of building components throughout the area. This meter will evaluate the moisture content of the examined components. Moisture meter readings will be concentrated in areas of stained building materials, as well as areas with thermal gradient differences as documented by our infrared camera.
- Temperature readings of building components will also be collected and areas of significant differences shall be noted and further evaluated in the field.
- Conduct interview with building owner or maintenance personnel to determine knowledge of known and/or suspect water leaks and maintenance operations.
- Perform visual observations outside the building envelope of the office area.
- Perform representative tape lift samples of suspect mold growth on building components and analyze for the presence of mold/fungi.
- Collect photographs of on-site observations to document existing conditions and generate a photographic log for reference.

A detailed report will be generated, including findings, observations, conclusions, and potential recommendations.

PROJECT SCHEDULE AND FEES

These field activities will be completed within one week after G2 receives notification to proceed and a signed copy of our proposal is received. The interior and exterior field activities are to be performed during the same time period on the same day. The complete the Moisture Intrusion Study will be issued approximately 15-business days after completion of field work. The fee for the scope of services presented in this proposal is **\$3,500.00**. The fee does not include additional meetings, site revisits due to client restrictions, or consultations. These meetings and consultations would be charged on a time and materials basis.



Proposal for Phase I Environmental Site Assessment

G2 Proposal No. 240672

September 15, 2025

TERMS AND CONDITIONS

General conditions relating to the performance of our services are presented in the attached General Conditions and are made part of this proposal. As authorization to proceed, please have one copy of the proposal executed by an authorized representative of the party responsible for payment of services and return it to G2 Consulting Group, LLC. A signed copy of this proposal must be received before work is initiated. The prices discussed in this proposal remain valid for a period of 60 days from the date of this proposal. After 60 days, we reserve the right to revise our prices. If there are any questions regarding the proposal, please contact me at 248.680.0400 or tmcdonald@g2consultinggroup.com.

Respectfully,

G2 Consulting Group, LLC

Kyle J. Dymowski
Environmental Scientist

Thomas A. McDonald
Project Manager

KJD/TAM/crs

ACCEPTED FOR CITY OF WARREN:

BY: _____

DATE: _____



9/23/2025

DDA / TIFA DIRECTOR'S OFFICE

ONE CITY SQUARE, SUITE 215
WARREN, MI 48093-6726
(586) 574-4529
www.cityofwarren.org

Downtown Development Authority
City of Warren
1 City Square
Warren, MI. 48093

Re: Funding Request to Attend Michigan Downtowns Association Annual Conference

Dear Downtown Development Authority,

The Downtown Development Department is requesting the Downtown Development Authority to approve funding to cover costs associated with attendance at the Michigan Downtowns Association Annual Conference. Participation in this conference will provide staff with current best practices, networking opportunities, and educational sessions that will support our Downtown revitalization efforts.

Project Details:

Recommended Company: Michigan Downtown Association, North Branch, MI 48461

Bid Number: N/A

Requested Amount: \$550.00

GL/Account Number: 494-9494-86400

Attached are the conference brochure, registration information from Michigan Downtowns Association, and estimates for lodging and travel. The total cost for attending this conference is \$550.00.

The DDA Department is asking for the Downtown Development Authority to provide funding for this essential networking opportunity. Please find all supporting documents and backup information related to the project attached to this cover letter.

If you have any questions or require any additional information, please contact me.

Thank you for your consideration.

Sincerely,

Signed by:

Tom Bommarito

6F52A3F825A947D...

Tom Bommarito

DDA Director

DDA/TIFA Department

Read and Concur:

DocuSigned by:

Mark Knapp

874B09CBFD6E4E8...

Mark Knapp

Assistant Controller



9/09/2025

GOALS AND OBJECTIVES

DDA / TIFA DIRECTOR'S OFFICE

Name of Employees:

Tom Bommarito & Tiffany Nawrocki

ONE CITY SQUARE, SUITE 215

WARREN, MI 48093-6726

(586) 574-4529

www.cityofwarren.org

Department:

DDA/TIFA

Conference Name:

Michigan Downtown Association Annual Statewide Conference 2025

Conference Location:

Royal Park Hotel, Downtown Rochester, MI

Conference Dates (From and To):

November 6, 2025 – November 7, 2025

Goals and Objectives for Attending:

Professional Development: Both of us will gain critical training on TIF planning, retail trends, AI tools, and placemaking strategies directly applicable to Warren's downtown development initiatives.

Networking Opportunities: Together we will build relationships with statewide professionals, vendors, and peers to foster collaboration and share best practices that benefit Warren's downtown.

Exposure to Best Practices: Learn from successful case studies and award-winning projects, bringing back innovative ideas that can be applied locally.

Strategic Insights: Participate in workshops and keynote sessions focused on advancing vibrant, sustainable downtowns, equipping both staff members with actionable knowledge to strengthen local economic development efforts.

Community Representation: Represent the City of Warren as a team, demonstrating the city's commitment to downtown revitalization and ensuring continuity of leadership and support across the Economic Development Department.

1. Promote City Initiatives:

Represent the City of Warren at a state-level event, highlighting local projects and demonstrating the city's commitment to advancing economic growth.

2. **Expand Network:**

Build relationships with professionals across the state to encourage collaboration, resource sharing, and future partnerships beneficial to Warren.

3. **Stay Current with Trends:**

Attend sessions that provide updates on policies, funding tools, and best practices that can be used to enhance local strategies.

4. **Professional Growth:**

Gain valuable insights and knowledge from thought leaders and peers in the economic development field, further supporting his role within the city.

Signed: _____



Date: _____

9/9/25

Signed: _____



Date: _____

9-9-2025

CITY OF WARREN, MICHIGAN
Controller's Office
Request for Travel Authorization

Vendor # _____ Date Submitted 9-9-2025
NAME Tom Bommarito DEPT. DDA/ITFA Phone # 4519
ADDRESS WHERE CHECK IS TO BE MAILED MDA PO Box 3591 North Branch, MI 48461
NAME OF CONFERENCE MDA Annual Conference
CONFERENCE LOCATION 600 E University Dr., Rochester, MI
CONFERENCE DATES: FROM Nov. 6, 2025 TO Nov. 7, 2025
DATE OF: DEPARTURE Nov. 6, 2025 RETURN Nov. 7, 2025
PER DIEM ALLOWANCES ESTIMATED COST
LODGING: No. of Days: 2 @ \$ 150 \$ 300
MEALS AND INCIDENTAL EXPENSES (M & IE)
No. of Days: 2 @ \$ 75 \$ 150
TRANSPORTATION - MODE: City Vehicle / Personal (if city vehicle not avail) \$ 0
MILES 0 x \$0.37 (standard IRS rate \$0.70 less depreciation <\$0.33> per mile)
FOR PERSONAL VEHICLE USE - MUST ATTACH PUBLIC SERVICE PROOF OF REQUEST FOR VEHICLE
OTHER EXPENSES
LIST _____ \$ _____
_____ \$ _____
_____ \$ _____
REGISTRATION FEES, DUES, ETC.
LIST Registration \$ 275
_____ \$ _____
_____ \$ _____
TOTAL ESTIMATED EXPENSES \$ _____
ADVANCE (Equal to 75% of estimated expenses) *NOT MANDATORY* \$ 275.00

Complete an Expense Report Form accompanied by original detailed receipts for all expenses incurred and submit to the City Controller within 10 days of your return.

Reason and justification for travel: This event will provide training on TIF planning, retail trends, AI tools & placemaking while offering valuable networking, peer collaboration, and best practices for our downtown goals

Previous school, conferences or conventions attended during this fiscal year: MI Premier Econ. Summit, MSU Innovate MI Summit, etc.

I certify that the estimated amount and the advance, if requested, is for necessary expenses to defray costs incident to this trip.

Delegate Signature _____
Department Head Approval _____

Certification of availability of above requested funds.

Account No. _____ - _____ - _____

Roselynn Serra, Controller's Office x4587

Date _____

**CITY OF WARREN, MICHIGAN
Controller's Office
Request for Travel Authorization**

Vendor # _____ Date Submitted 9-9-2025
NAME Tiffany Nawrocki DEPT. DOA/TIFA Phone # 4676
ADDRESS WHERE CHECK IS TO BE MAILED MDA PO Box 3591 North Branch, MI 48461
NAME OF CONFERENCE MDA Annual Conference
CONFERENCE LOCATION 600 E. University Dr., Rochester, MI
CONFERENCE DATES: FROM Nov. 6, 2025 TO Nov. 7, 2025
DATE OF: DEPARTURE Nov. 6, 2025 RETURN Nov. 7, 2025
PER DIEM ALLOWANCES ESTIMATED COST
LODGING: No. of Days: N/A @ \$ - \$ -
MEALS AND INCIDENTAL EXPENSES (M & IE)
No. of Days: N/A @ \$ - \$ -
TRANSPORTATION - MODE: City Vehicle / Personal (if city vehicle not avail) \$ -
MILES - x \$0.37 (standard IRS rate \$0.70 less depreciation <\$0.33> per mile)
FOR PERSONAL VEHICLE USE - MUST ATTACH PUBLIC SERVICE PROOF OF REQUEST FOR VEHICLE
OTHER EXPENSES
LIST _____ \$ _____
_____ \$ _____
_____ \$ _____
REGISTRATION FEES, DUES, ETC.
LIST Registration \$ 275
_____ \$ _____
_____ \$ _____
TOTAL ESTIMATED EXPENSES \$ _____
ADVANCE (Equal to 75% of estimated expenses) *NOT MANDATORY* \$ 275.00

Complete an Expense Report Form accompanied by original detailed receipts for all expenses incurred and submit to the City Controller within 10 days of your return.

Reason and justification for travel: Attending the MDA Annual statewide Conference 2025 will provide critical training and TIF Planning, retail trends, AE tools, & Placemaking while offering valuable networking opportunities
Previous school, conferences or conventions attended during this fiscal year: _____

I certify that the estimated amount and the advance, if requested, is for necessary expenses to defray costs incident to this trip.

Delegate Signature Tiffany Nawrocki
Department Head Approval [Signature]

Certification of availability of above requested funds.

Account No. _____ - _____ - _____

Roselynn Serra, Controller's Office x4587

Date _____

Conference

Novmeber 6-7

A complete Conference agenda is available [HERE](#).

Session topics include:

Updating TIF Plans

Public Spaces

Marketing via Storytelling

Why Buying Near By Matters

AI and Downtowns

Zoning and Small Business

Guidebook to Public Involvement on Community Projects

Data Driven Downtowns

Director Contracts- Sealing the Deal

Registration is now open:

2-day Member Rate before October 26- \$275

1-day Member Rate before October 26- \$150

2-Day Non-Member Rate before October 26- \$295

1-day Non-Member Rate before October 26- \$175

Sponsorships are available starting at \$600 and include 1 registration and plentiful promotional pieces

**MICHIGAN
DOWNTOWN
ASSOCIATION**



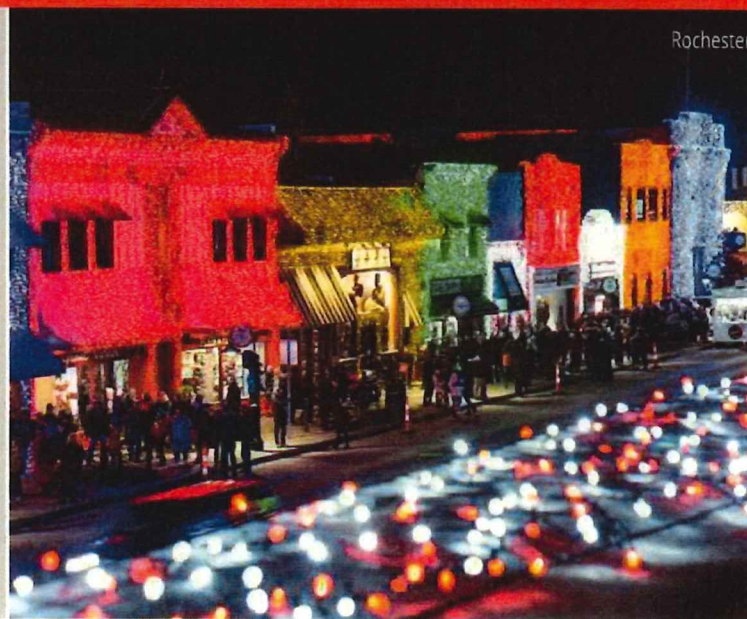
Rochester

ANNUAL STATEWIDE CONFERENCE 2025

**Rochester, MI
November 5-7, 2025**

In-person & Virtual Attendance Option

**Don't Stop Believing
Keeping the Faith in Strong
Michigan Downtowns**



Rochester

P.O. Box 3591
North Branch, MI 48461



**MICHIGAN
DOWNTOWN
ASSOCIATION**



Annual Conference - Don't Stop Believing Keeping the Faith in Strong Michigan Downtowns

Michigan's downtowns thrive when strong relationships are built, innovation is embraced, and public spaces are brought to life with creativity and purpose. Join fellow downtown champions at the 2025 Michigan Downtown Association Annual Conference in vibrant downtown Rochester! This year's event will feature a dynamic mix of sessions, speakers, and networking opportunities designed to equip stakeholders with the tools, ideas, and connections needed to shape thriving, resilient communities. From practical resources to inspiring success stories, the conference offers something for everyone committed to downtown vitality. Come be inspired, share your vision, and keep believing in the power of strong Michigan Downtowns!

Wednesday November 5

3:30 pm **Mobile Tour of Downtown Pontiac**

Join us as we hit the road via trolley and travel to neighboring Downtown Pontiac. The tour will leave the Royal Park Hotel, 600 E University Dr., Rochester, MI, at 3:30 pm. Wear your walking shoes as we will stroll the sidewalks and hear how Downtown Pontiac is poised for a major resurgence and return as the seat and focal point of Oakland County with massive public and private investment already unfolding. Our tour will conclude with a networking event at Fillmore 13 Brewery, 7 North Saginaw Street, downtown Pontiac, with a cash bar and complimentary appetizers. The trolley tour is a ticketed event with only 30 trolley seats sold. The ticket price is NOT included in the Conference registration fee and is an additional \$35 or \$20 to attend just the 5 - 6:30 pm networking event.

Thursday November 6 - Royal Park Hotel

600 E University Dr., Rochester, MI

9:00 - 11:00 am	Registration Vendor Expo & Continental Breakfast	Parlor Room DE
9:30 - 10:00 am	Coffee and Conversation Participants of the MDA Professional Development Certificate Program (MiPDM) are encouraged to join us for a pre-Conference networking opportunity.	Parlor Room BC
10:00 - 10:50 am	Bonus Session - 3 Round Tables, 15 Minutes, 100 Ideas Get a jump start on the Conference by joining us for this quick paced Bonus Session! Topics to be covered at three tables include Liquor Control and Downtowns, Working With Council to Approve Budgets, & Credit Unions, the Resource You Didn't Know You Had.	Parlor Room BC Kelly Allen, <i>Partner,</i> Adkison, Need, Allen & Rentrop, PLLC Chris Tower, <i>Associate,</i> Adkison, Need, Allen & Rentrop, PLLC Matt Gibb, <i>Executive Director,</i> Lake Orion DDA Theresa Dubiel, <i>EVP/Chief Experience Officer,</i> Lake Trust Credit Union Nichole Paine, <i>Business Development Manager,</i> Lake Trust Credit Union
11:00 am	2025 MDA Annual Meeting & Welcome Introductions of Vendors	Parlor Room DE Cristina Sheppard-Decius, <i>Chair,</i> Michigan Downtown Association
12:05 - 12:55 pm	Keynote Sculpting Identity: Public Art and the Power of Place Erik and Israel Nordin of the Detroit Design Center — known collectively as the Nordin Brothers — will share their journey transforming public space through monumental sculpture and artistic place-making. Drawing on over two decades of work across Michigan and beyond, they will explore how public art can foster identity, vibrancy, and civic pride in downtown communities. This talk will unpack the creative process, community engagement strategies, and how bold design choices can help redefine a city's narrative. The Nordin Brothers will also discuss the practical realities of funding, fabrication, and navigating public-private partnerships.	Parlor Room DE Erik Nordin, <i>Artist & Partner,</i> Detroit Design Center Israel Nordin, <i>Artist & Partner,</i> Detroit Design Center
12:55 - 2:10 pm	Lunch Annual Awards MiPDM Ceremony	Parlor Room DE <i>Lunch Generously Sponsored by Catalyst Media Factory</i>
2:15 - 3:05 pm	Concurrent Sessions Session One: Updating a TIF Plan Development Plans are critical to the operation of Michigan's Downtown Development Authorities (DDAs). These plans are required for the collection of Tax Increment Financing (TIF) revenues, and any future TIF-funded DDA initiatives must be included within an approved Development Plan. Michigan's enabling legislation outlines specific, detailed requirements for adopting, modifying, or extending these plans. Join us to hear from two communities that recently updated their Development Plans. One community amended its plan in-house, while the other hired a consultant to guide the preparation and adoption process. Learn from their experiences and gain insights into the challenges and opportunities involved in updating a DDA Development Plan. Session Two: The State of Retail: Why Buying Nearby Matters Get informed about the state of Michigan's retail industry and learn about the impact of supporting locally-owned businesses. Vic Veda, VP of Communications at Michigan Retailers Association, will share a recap of the 2025 Michigan Retail Index surveys, details and statistics from the annual Buy Nearby Economic Impact Study, and an overview of what retailers are up against in 2026. Learn what issues are impacting retailers most and how to better support their changing needs.	Parlor Room DE Arthur F. Mullen, <i>AICP, Professional Planner & Preservation Planner,</i> Wade Trim Nate Mack, <i>Executive Director,</i> Berkley DDA & Main Street James Alt, <i>Executive Director,</i> Lapeer DDA & Main Street Parlor Room BC Vic Veda, <i>Vice President,</i> Communications, Michigan Retailers Association

Session Eight: Data-Driven Downtowns: Turning Information into Action

Effective downtown revitalization starts with good data. Our panel will explore how their communities use tools like building and business inventories, census data, market analysis, and social media analytics to guide planning and attract investment. More advanced methods, like Placer.ai and mobile data, will also be discussed. With cost often a barrier, practical, lower-cost alternatives to help any community make informed, strategic decisions will be highlighted.

This session is available for MiPDM credit.

Parlor Room BC

Kevin Vetrano, *Director of Planning, SEMCOG*
Jennifer Finney, *Marketing Strategist and Owner, JGF Creative Edge*
Cindy Willcock, *Executive Director, Main Street Grosse Pointe*
Mary Dettling, *Executive Director, Main Street Saline*
Moderated by Leigh Young, *AICP, Senior Main Street Specialist, MEDC*

Parlor Room DE

Jill Tremonti, *Promotions Specialist, Michigan Main Street, MEDC*
Snacks provided and sponsored by Lake Trust Credit Union

Parlor Room DE

Dana Walker, *Director, Michigan Downtown Association*

Parlor Room DE

Dana Walker, *Director, Michigan Downtown Association*

12:25 - 1:25 pm

Partner Presentation

Storytelling: Marketing Your Downtown with Purpose & Power

Every downtown has a story, but it can be challenging to tell that story in a way that inspires action, investment, and connection. In this session, we'll reimagine what marketing can be: not just promotion, but a powerful tool for shaping how people see, feel, and believe in the future of your place - all through the story you tell. We'll explore storytelling techniques that resonate, uncover the unique value your downtown offers, and learn how to attract visitors. You'll leave with the confidence and clarity to market smarter, not louder, and a toolkit you can adapt to your community's goals.

1:25 - 1:50 pm

Don't Stop Believing- Hold on To That Feeling!

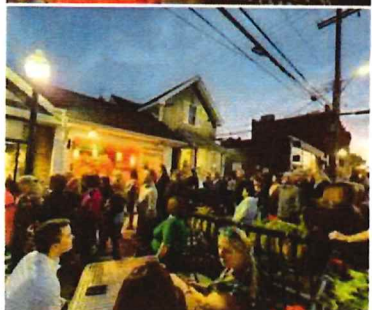
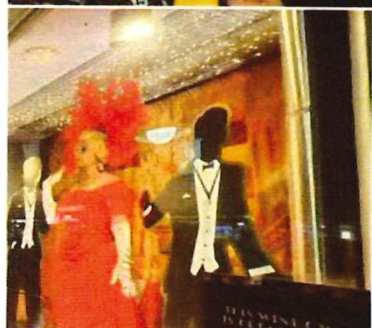
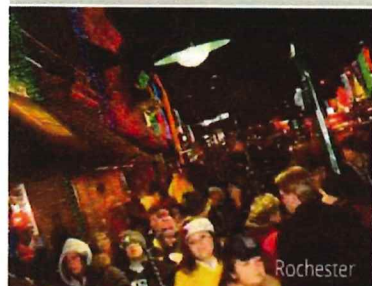
We'll wrap up the Annual Conference with an interactive and energizing session that brings everyone's voice into the conversation. Using real-time audience input, we'll map out the collective strengths, challenges, and opportunities facing Michigan's downtowns today. This fast-paced, fun session will highlight the shared experiences of downtown leaders and remind us all why downtown management is economic development. You'll leave feeling inspired, connected—and ready to keep believing in the power of thriving, resilient communities.

1:50 pm

Closing Comments & Raffle Drawing



Special hotel room rate of \$189 (plus tax and fees) is available at the Royal Park Hotel, please call the hotel at 248-652-2600 and mention the MDA or click [here](#).



Registration Form: Annual Statewide Michigan Downtowns Conference 2025

Each attendee must provide the following information as unique login or registration information will be sent to each attendee via the email listed below. Registrant's information may be changed prior to the Annual Conference by contacting Dana Walker at the MDA, director@michigandowntowns.com or 248-838-9711.

Name _____
Organization _____
Phone _____ Email _____

Registration Fees (use registration form or register online at www.michigandowntowns.com):

Early Bird Rate (Now through 10/26):	MDA Members: \$275	Non-Members: \$295	Students: \$150
Regular Registration & At the Door (After 10/26):	MDA Members: \$295	Non-Members: \$315	Students: \$160
One Day Rate (either November 6 or November 7):	\$150		

Virtual Format price is the same.

☐ Yes, I will attend the \$35 ticketed Downtown Mobile Tour of Pontiac & Networking Event on Wednesday, November 5.
☐ Yes, I will attend the \$20 ticketed networking event only on Wednesday, November 5. (Trolley and Walking Tour not included.)
☐ Yes, I will attend the complimentary Meet and Greet, Thursday, November 6, at the Roxy.
_____ TOTAL AMOUNT DUE

Please return form with payment to MDA by Oct. 26, 2025. Once payment has been received, all registrants will receive unique login or registration information for the Annual Conference.

Make checks payable to:

Michigan Downtown Association P.O. Box 3591 North Branch, MI 48461

Credit card payment available at www.michigandowntowns.com or call the MDA at 248-838-9711.

Sorry, no refunds will be offered.

____ Visa ____ MC ____ Dis ____ Amex Card No. _____ Exp. Date _____ Sec. Code: _____

Name on Card: _____ Signature: _____

Zip Code: _____

AICP and AIA credits are available on a self-reporting basis.

3:15 – 4:25 pm Concurrent Sessions

Session Three: The Future is Now, AI and Downtown Management

How can Artificial Intelligence help downtowns thrive- both in everyday operations and in shaping future policy? Our speakers will highlight the public policy landscape, including opportunities and challenges that local governments should consider as AI adoption grows. Practical applications of AI that DDAs can use right now, including ways to improve communication, streamline routine work, and support downtown growth will also be discussed. Together, the session provides both practical tools for today and context for the road ahead.

Session Four: Destination Marketing-Trends, Tools & Activation

Discover how to build impactful regional destination brands through place-based tourism, immersive experiences, and data-driven strategies. This session also explores real downtown marketing activations, special events, social media campaigns, community input techniques, and smart data collection—all aimed at promoting your downtown and its image and local economy.

This session is available for MIPDM credit.

4:40 – 5:40 pm Walking Tour of Downtown Rochester

The tour will begin at the Royal Park Hotel and conclude at The Roxy.

5:30 – 7:30 pm Meet & Greet

The Roxy

Join us as we enjoy complimentary appetizers, a cash bar, and lively conversation.

Parlor Room DE

Anthony Moggio, *Finance Director & Treasurer, City of Rochester*
Richard Murphy, *AICP, Senior Program Manager, Policy Research Labs, Michigan Municipal League*

Parlor Room BC

Kristi Trevarrow, *Executive Director, Rochester DDA & Main Street*
Nur Asri, *AICP, Founder, Think Place Agency*

Generously sponsored by Lumecon

Friday November 7

8:30 am Registration Vender Expo and Coffee

Parlor Room DE

9:00 – 9:50 am Concurrent Sessions

Session Five: Zoning for Small Business Success

Unlock the power of zoning to grow your local small business landscape! In this interactive session, planners from McKenna will share why zoning matters for microbusinesses, and how the right strategies can turn red tape into real opportunity. Learn how to spot common zoning barriers, explore innovative tactics that support small-scale entrepreneurship, and discover fresh ideas to make your community more business-friendly. Participants will walk away with practical tools to help your community audit your zoning ordinance through a small business lens.

Parlor Room DE

Jane Dixon, *AICP, NCI, Principal Planner, McKenna Associates*
Ashley Jankowski, *AICP, Associate Planner, McKenna Associates*

Session Six: Guidebook to Public Involvement on Community Projects

During the past few years, there has been significant local community opposition to economic development projects for various reasons. As such, these projects have been delayed, reduced in size/scope, or abandoned altogether due in large part to the community's obstruction and lack of planning for such public resistance. Even well-intentioned projects can fail if the population of the target community is not engaged and understood. In this session, hear the best practices for community engagement and how to collaboratively work with and through groups of people to address issues affecting their community.

Parlor Room BC

Meghan Swain, *Executive Director, Michigan Economic Developers Association*

9:50 – 10:30 am Brunch & Networking

Parlor Room DE

Generously sponsored by Lake Trust Credit Union

10:35 – 11:05 am A (Legislative) Review of 2025, What's Ahead, and Building Your Relationships

Phew! What a year! Our friends from Midwest Strategy Group will highlight key 2025 legislative developments that impacted Michigan's downtowns-what passed, what stalled, and what it all means for communities across the state. A preview of the future policy landscape and what members should watch for in 2026 will also be discussed. Finally, the team will share practical strategies and real-world examples for building relationships and effectively engaging with elected officials to advance legislative priorities.

Parlor Room DE

Katie Fuller, *Government Relations/PAC Manager, Midwest Strategy Group*
Mike Compagnoni, *Government Relations, Midwest Strategy Group*

11:15 – 12:15 pm Concurrent Sessions

Session Seven: Director Contracts, Sealing the Deal

This session explores the nuances of employment and service arrangements for Downtown Development Authority (DDA) directors and staff—whether hired directly by a municipality or engaged as independent contractors. Attendees will gain valuable insight into the advantages and challenges of each model, key considerations when negotiating contracts, and the often complex but essential relationship between a DDA director and the municipal government. The session will include practical case studies, real-world examples, and actionable negotiation strategies to help participants make informed decisions tailored to the needs of their own communities.

Parlor Room DE

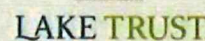
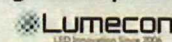
Cristina Sheppard-Decius, *Owner, POW! Strategies*
Tim Wittebort, *Attorney, Howard and Howard PLLC*

Thank you Annual Conference Sponsors 2025

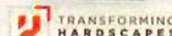
Premier Sponsor



Signature Sponsors



Business Associate



Friends of the MDA



Michigan Downtown Association
P.O. Box 3591
North Branch, MI 48461
248-838-9711
director@michigandowntowns.com



MICHIGAN
DOWNTOWN
ASSOCIATION

Registration Invoice

September 9, 2025
Invoice #E3428 (pg 1/1)

Sold To: Thomas Bommarito
City of Warren
One City Square
Suite 215
Warren, MI 48093

Event Name: Annual Conference 2025
Dates: 11/05/25 - 11/07/25
Location:

Purchase Description		Amounts
Bommarito, Thomas Package: Member Rate before October 26 (\$275.00 USD)		\$275.00 USD
Nawrocki, Tiffany Package: Member Rate before October 26 (\$275.00 USD)		\$275.00 USD
Purchase Total, Invoice #E3428:		\$550.00 USD
Payment Received:		\$0.00 USD
Amount Due:		\$550.00 USD



September 25, 2025

DDA / TIFA DIRECTOR'S OFFICE

Downtown Development Authority Board
City of Warren
One City Square
Suite 215
Warren, MI. 48093

ONE CITY SQUARE, SUITE 215
WARREN, MI 48093-6726
(586) 574-4529
www.cityofwarren.org

Re: Request for Funding – Hazardous Materials Abatement & Interior Demolition Services
(6020 Chicago Rd.)

Dear DDA Board Members,

On behalf of the DDA/TIFA Department, we respectfully request that the Downtown Development Authority authorize funding for **hazardous materials abatement and interior demolition services at the building located at 6020 Chicago Road.**

This project is necessary to remediate and prepare the property for future redevelopment, addressing safety and environmental concerns while aligning with the DDA's goals of blight removal, property improvement, and fostering economic development within the district.

Project Details:

- **Recommended Company:** Dore & Associates, Inc., 900 Harry S. Truman Parkway, Bay City, MI 48706
- **Bid Number:** ITB-W-1643
- **Requested Amount:** \$39,800.00 (includes \$37,300.00 for hazardous materials abatement and interior demolition, plus \$2,500.00 contingency allowance)
- **GL/Account Number:** 494-9494-97400

Attached for your review are supporting documents, including the bid proposal from Dore & Associates, Inc., and other required backup information.

We recommend awarding this project to **the lowest qualified bidder, Dore & Associates, Inc.** We kindly request that the DDA Board approve funding so that remediation and demolition work may proceed without delay.

Thank you for your consideration.

Sincerely,

Read and Concur:

Read and Concur:

Signed by:

6F52A3F825A947D...
Tom Bommarito
DDA Director

DocuSigned by:

874B09CBFD6E4E8...
Mark Knapp
Assistant Controller

Signed by:

E610E2D7FFE5449...
Craig Treppa
Purchasing Agent

AS-READ BID SUMMARY

City of Warren One City Square Warren MI 48093		BID #: ITB-W-1643 BID DUE DATE: 9/3/2025 DEPT: CED	
Product or Service: HAZ MAT ABATEMENT AND DEMOLITION SERVICES			
BIDDER	ITEM 1 Hazardous Materials Abatement, Interior Demolition - Complete	ITEM 2 Contingency Allowance	GRAND TOTAL (ITEM 1 & 2)
DORE & ASSOCIATES, INC.	\$ 37,300.00	\$ 2,500.00	\$ 39,800.00
ENVIRONMENTAL MAINTENANCE ENGINEERS, INC.	\$ 84,515.00	\$ 2,500.00	\$ 87,015.00
ENVIRONMENTAL SPECIALTY SERVICES, INC.	DID NOT ATTEND THE MANDATORY PRE-BID MEETING, THEREFORE, BID NOT CONSIDERED		
MERIDIAN CONTRACTING GROUP	\$ 49,386.00	\$ 2,500.00	\$ 51,886.00
QUALIFIED ABATEMENT SERVICES	\$ 72,450.00	\$ 2,500.00	\$ 74,950.00



Lori M. Stone, Mayor

Purchasing Division
Office of the Controller
One City Square, 4th Floor, Suite 425
Warren, MI 48093-5289

Phone (586) 574-4639
FAX (586) 574-4614

ITB-W-1643

INVITATION TO BID

AUGUST 7, 2025

ELECTRONIC BIDS TO FURNISH HAZARDOUS MATERIALS ABATEMENT AND INTERIOR DEMOLITION SERVICES AT THE BUILDING LOCATED AT 6020 CHICAGO ROAD, WARREN, MI 48092, FOR THE CITY OF WARREN ARE BEING ACCEPTED.

ELECTRONIC BIDS MUST BE ENTERED INTO THE BIDNET (MITN) PROCUREMENT SYSTEM ON, OR BEFORE, 12:30 PM, WEDNESDAY, AUGUST 20, 2025.

PLEASE SEE SPECIAL INSTRUCTIONS ON PAGE TWO (2) OF THE BID FORM

A PUBLIC BID OPENING WILL TAKE PLACE AT 1:00 PM EST ON AUGUST 20, 2025 VIA THE "ZOOM APP" WHICH WILL BE HOSTED BY THE CITY COUNCIL OFFICE. PLEASE JOIN THE ZOOM MEETING BETWEEN 12:50 AND 1:00 PM EST, ON THE DAY OF THE BID OPENING IN ORDER TO VIEW OR LISTEN TO THE BID OPENING VIA THE ZOOM APP.

LINK TO ZOOM MEETING:

<https://cityofwarren.zoom.us/j/82147389572?pwd=6uJ8bJe1apDT77yEgwgejCakcruIKb.1>

ZOOM CALL-IN #: 1 646 931 3860

ZOOM MEETING ID: 821 4738 9572

ZOOM MEETING PASSCODE: 239565

Addenda, clarifications and changes to the bid documents must be obtained on line by registering (free registration available) for the MITN system as follows: 1) go to www.mitn.info, 2) review the vendor registration options that are available to vendors, and then 3) select vendor registration at the bottom of the page to register and then, 4) sign up to register. **Bid tabulations will be posted on MITN.**

YOU SHOULD REGISTER FOR NIGP CODES

91240 – Demolition Services

A MANDATORY PRE-BID MEETING AND SITE VISIT is scheduled for Monday, August 11, 2025, at 9:00 A.M. local time at 6020 Chicago Road, Warren, MI 48092.

Additional information regarding this bid or any questions can be answered by contacting the Purchasing Agent, Craig Treppa of the City of Warren Purchasing Division preferably by e-mail, ctreppa@cityofwarren.org, Subject: ITB-W-1643.

SINCERELY,

Craig Treppa
Purchasing Agent

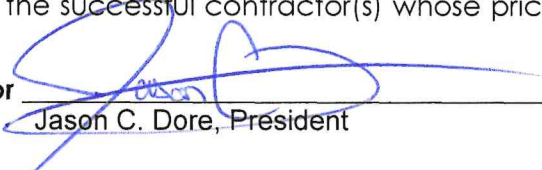
ITB-W-1643**CITY OF WARREN****PAGE 2 OF 22****SPECIAL INSTRUCTIONS FOR ELECTRONIC BID SUBMISSION:**

The City will require the vendor to perform the following, via the BidNet (MITN) system, within the bid solicitation, in order to have the bid considered for award:

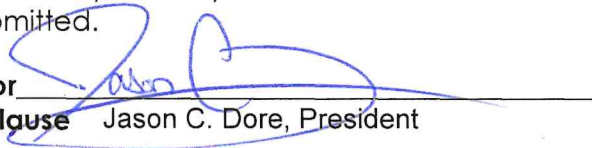
1. Vendor shall complete, sign, and electronically upload the completed bid form onto the MITN system under ITB-W-1643 (pages 1-22).
2. If the Vendor has any questions regarding the steps needed to complete the electronic bid submission, they shall contact the BidNet (MITN) help desk at 1-800-835-4603. Select Option 2 when prompted.
3. Electronic bids must be entered no later than the bid due date and time. The BidNet (MITN) system will prohibit vendors from entering bid information after the scheduled due date/time.
4. The City of Warren shall not have access to bid results until after the scheduled due date and time.
5. The bid opening shall be made available to the public via a "Zoom Meeting". See Zoom Meeting information on the first page of this document.
6. Interested parties will need to access the Zoom app and enter the Meeting ID # and the Password in order to obtain access to the public bid opening. Interested members of the public may view or listen to the results at that time.
7. The Zoom Meeting Call-in #, ID# and password for this bid opening can be found on the first page of this document.
8. The public shall have the ability to join the Zoom Meeting any time after 12:50 pm EST on the bid due date.
9. The public bid opening via "Zoom" shall occur at 1:00 pm EST on the bid due date.

PRICE CLAUSE:

The City of Warren requests that prices be held firm for ninety (90) days or bid award, whichever comes first, except for the successful contractor(s) whose prices shall be held firm for the entire contract period.

Authorized signature for**Price Clause**

 Jason C. Dore, President
ESTIMATED QUANTITIES:

The City has provided estimated quantities. Bidders are obligated to inspect the building to verify quantities required for this project, in accordance with the INSPECTION CLAUSE on page four (4). All measurements are the responsibility of the bidder. The awarded bidder shall complete the project per the bid submitted.

Authorized Signature for**Estimated Quantities Clause**

 Jason C. Dore, President
COMPANY NAME: Dore & Associates, Inc.

ITB-W-1643

CITY OF WARREN

PAGE 3 OF 22

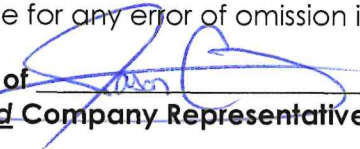
BID PROPOSAL FORM:

The undersigned proposes to **FURNISH HAZARDOUS MATERIALS ABATEMENT AND INTERIOR DEMOLITION SERVICES AT THE BUILDING LOCATED AT 6020 CHICAGO ROAD** in accordance with the attached specification requirements, which are to be considered an integral part of this proposal, at the prices indicated in this bid and summarized below:

ITEM	QTY	DESCRIPTION	UNIT PRICE EXTENDED PRICE
1	LOT	Hazardous Materials Abatement, Interior Demolition - Complete	\$ 37,300.00
2	LOT	Contingency Allowance	\$ 2,500.00
GRAND TOTAL:			\$ 39,800.00

IT IS MANDATORY OF ALL BIDDERS TO RETURN THIS SHEET FULLY COMPLETED AND SIGNED BY AN AUTHORIZED REPRESENTATIVE WITH THEIR ELECTRONIC BID. FAILURE TO PROPERLY SIGN IN THE AREA PROVIDED BELOW WILL RESULT IN YOUR BID NOT BEING ACCEPTED.

The undersigned has carefully checked the bid figures and understands that he shall be responsible for any error of omission in this bid offer and is in receipt of all addenda as issued.

Signature of  DATE: 9/3/2025
Authorized Company Representative

Jason C. Dore, President COMPANY NAME: Dore & Associates, Inc.
(Print name of Signature)

PO Box 338 Bay City, MI 48707

ADDRESS	CITY	STATE	ZIP CODE
989-684-8411	989-684-6663	est@doreassoc.com	
TELEPHONE NUMBER	FAX NUMBER	E-MAIL ADDRESS	

WARRANTY (If Applicable)

5+ years Jason C. Dore, President, 989-684-8411
YEARS IN BUSINESS COMPANY CONTACT PERSON WITH TELEPHONE NUMBER

EXCEPTIONS: Where an exception to any specification is taken, such exception shall be clearly indicated below and along with the specifications attached hereto, shall be considered an integral part of this bid proposal.

COMPANY NAME: Dore & Associates, Inc.

ITB-W-1643

CITY OF WARREN

PAGE 4 OF 22

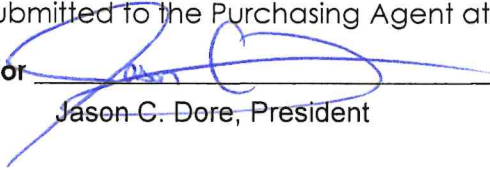
INSPECTION CLAUSE:

All bidders will be held liable to have visited the work site(s) and familiarize themselves with the nature of the work and conditions under which the work will be performed. It is the responsibility of all bidders to accurately measure each room at the time of site inspection. No extras will be allowed for failure to properly measure, inspect, or account for working conditions.

A mandatory pre-bid meeting has been scheduled for Monday, August 11th, 2025 at 9:00 am local time at 6020 Chicago Road, Warren, MI 48092.

Questions are due to the City no later than Friday, August 15th, 2025 at 2:00pm local time. Questions are to be submitted to the Purchasing Agent at ctreppa@cityofwarren.org

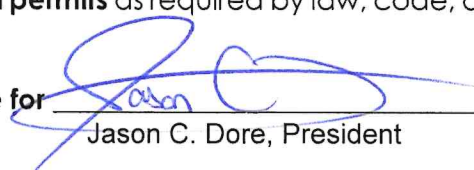
**Authorized signature for
Inspection Clause**


Jason C. Dore, President

PERMITS:

Materials and installation shall conform to all state and local codes and regulations governing the trades included in this work including securing applicable permits. The successful **contractor will be required to obtain permits** as required by law, code, ordinance, etc. The City shall waive permit fees.

**Authorized Signature for
Permits Clause**


Jason C. Dore, President

LIVING WAGE ORDINANCE:

Sec. 2-334.2 Living Wage Requirements for service contracts.

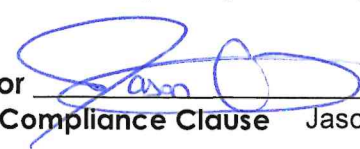
Purpose; applications; exclusions. (See Appendix B)

The intent of the following provisions is to ensure that the City does not enter into any contract for services in excess of \$50,000.00 with any contractor who does not pay employees who work on the City of Warren premises, as defined in this ordinance. Contracts for the purchase of goods; and contracts to lease or purchase property are excluded from the applications of this section.

Bids are to be received with the use of this living wage ordinance. The current rate of pay without benefits is **\$20.09 per hour** and the current rate of pay when benefits are provided is **\$16.08 per hour**. If employer pays rate with benefits, they must provide benefits immediately upon hire and or transfer of employee to work at City of Warren facilities.

In order for the City to monitor the living wage ordinance, the successful contractor shall submit the following information upon request. Copies of monthly payroll journals indicating those employees working on this contract, how many hours worked, and the rate of pay; or copies of employee checks to verify that the contractor is in compliance with the ordinance. Contractor shall also open his books to the City designated representative to monitor compliance on an as needed basis.

Authorized Signature for


Living Wage Ordinance Compliance Clause Jason C. Dore, President

COMPANY NAME: Dore & Associates, Inc.

ITB-W-1643**CITY OF WARREN****PAGE 5 OF 22****REFERENCES:**

Please list the municipalities/companies for which your company has provided similar services.

1. Agency: Please see attached current & completed jobs. Year: _____

Address: _____

Contact Name: _____ Phone: _____

Description of Services: _____

2. Agency: _____ Year: _____

Address: _____

Contact Name: _____ Phone: _____

Description of Services: _____

3. Agency: _____ Year: _____

Address: _____

Contact Name: _____ Phone: _____

Description of Services: _____

4. Agency: _____ Year: _____

Address: _____

Contact Name: _____ Phone: _____

Description of Services: _____

COMPANY NAME: Dore & Associates, Inc.

ITB-W-1643

CITY OF WARREN

PAGE 6 OF 22

SUBCONTRACTORS:

Please list any subcontractors that may be utilized for these services.

1. Agency: Dore will rely on it's own work force for this project. Year: _____

Address: _____

Contact Name: _____ Phone: _____

Description of Services: _____

2. Agency: _____ Year: _____

Address: _____

Contact Name: _____ Phone: _____

Description of Services: _____

3. Agency: _____ Year: _____

Address: _____

Contact Name: _____ Phone: _____

Description of Services: _____

COMPANY NAME: Dore & Associates, Inc.

ITB-W-1643

CITY OF WARREN

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INSURANCE REQUIREMENTS:**INSURANCE CERTIFICATE MUST BE SUBMITTED BY THE INSURANCE AGENCY, NOT THE PROPOSER.**

The awarded vendor shall be required to provide the City with certificates of insurance naming the City of Warren, City of Warren Municipal Building Authority, Downtown Development Authority, Tax Increment Finance Authority, the 37th District Court, all elected appointed officials, employees, and volunteers as individuals acting within the scope of their authority, AS AN ADDITIONAL INSURED.

It is understood and agreed by naming the City of Warren as additional insured, coverage afforded is considered to be primary, and any other insurance the City of Warren may have in effect shall be considered secondary and/or excess.

Additionally, the awarded vendor shall provide language, within the "Description of Operations" section, that "AGREES TO WAIVE THEIR INSURER'S RIGHT OF SUBROGATION UNDER ITS POLICIES".

The awarded vendor shall provide the following coverage and limits (Sub-contractors utilized by the awarded bidder shall be subject to these same conditions).

COMMERCIAL GENERAL LIABILITY:

The following coverage is part of the General Liability policy:

Policy should be on an OCCURRENCE BASIS WITH COMBINED SINGLE LIMITS.

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage-Any one fire	\$ 50,000
Medical Expense-Any one person	\$ 5,000

Per project aggregate limit, Independent contractor's coverage, Broad form property damage
Blanket contractual liability coverage

AUTOMOBILE LIABILITY:

Automobile liability insurance coverage shall be \$1,000,000 combined single limit for any auto and include hired autos and non-owned autos.

WORKERS' COMPENSATION INSURANCE:

Workers' compensation insurance shall be statutory under the State of Michigan Workers' Compensation Act.

UMBRELLA LIABILITY POLICY:

UMBRELLA LIABILITY SHALL BE \$2,000,000 AND BE "FOLLOWING FORM"

The umbrella policy shall be written on an occurrence basis and at a minimum provide excess to the Bidder's General Liability, Automobile Liability and Employer's Liability policies.

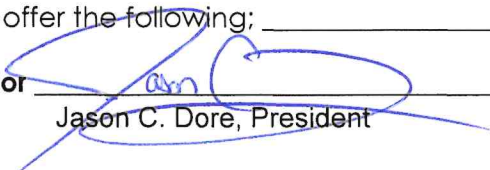
Coverage shall be provided by a carrier(s) rated A- or better by A.M. Bests.

Insurance certificates shall contain a provision to the effect that the insurance company SHALL NOTIFY the City at least thirty (30) days prior to CANCELLATION OR MATERIAL CHANGE of the insurance.

(X) Can meet insurance as indicated.

() Cannot meet but offer the following: _____

Authorized signature for
Insurance Clause


Jason C. Dore, President

COMPANY NAME: Dore & Associates, Inc.

ITB-W-1643

CITY OF WARREN

PAGE 8 OF 22

GENERAL CONDITIONS (Effective March 28, 2025)**SIGNATURE**

Bids and all information requested of the vendor shall be entered in the appropriate space on the bid form and Signature Page. Failure to do so may disqualify your offer.

An authorized officer or employee of the vendor shall sign all bids.

ELECTRONIC BID SUBMISSION

Electronic bids shall be submitted by the date specified and at or prior to the time specified to be considered. Late bids, e-mail, sealed, telegraphic, or telephone bids will NOT be accepted.

The bidder is required to submit their bid electronically via the BidNet (MITN) system in order to be considered for award.

Bids received after 12:30 pm of the date they are due will not be accepted.

RELATIONSHIP DISCLOSURE

It is required that any relationship (business or personal) to a City employee or official be disclosed. This includes employment or other professional engagements.

ALTERATION OF BID DOCUMENTS

Vendor **changes or alterations to the bid documents, including the specification, may result in the bid being considered non-responsive** and/or the Bidder being debarred. The only authorized vendor changes to the bid documents will be in the areas provided for the Bidder's response including the "Exceptions" section of the bid and on separate attached sheets submitted by the vendor. Vendor shall clearly identify product offered and deviations from the specification. If a change or alteration to the bid document is undetected, and the bid is awarded the contract, the original terms, conditions, and specification in the authorized version of the bid document will be applicable during the terms of the contract. Bidders are responsible for ensuring they have obtained all relevant documents including amendments, clarifications, changes, drawings, etc. as made available by the City.

PRICES

Prices quoted shall be for new products in current production unless otherwise specified. Where refurbished or discontinued items are offered they shall be clearly identified as such.

Prices quoted shall be exclusive of any rebates due the City. Any rebates the City may be entitled to should be shown as a separate line item and include expiration date.

Corrections and/or modifications received after the bid closing time specified will not be accepted.

Unit prices prevail.

All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink.

All prices will be proposed F.O.B. DESTINATION, INCLUDE ALL DELIVERY AND ANY ADDITIONAL CHARGES and remain in effect as specified in the bid.

COMPANY NAME: Dore & Associates, Inc.

AWARD

Unless otherwise stated in the bid documents, the City cannot guarantee exclusivity of the contract for the proposed products or services.

Award of the bids shall be based upon a combination of factors, including but not limited to, adherence to bid requirements, references and any other factors that may be in the City's best interest.

The City reserves the right to reject any and all bids, and to waive any defect or irregularity in bids. The City reserves the right to accept and separate items in the bid and to accept the bid that, in the opinion of the City, is to the best advantage and interest of the public we serve. The City also has the right to re-solicit bids if it is deemed to be in the best interest of the City.

The City reserves the right to reject low bids which have major deviations from our specifications; to accept a higher bid which has only minor deviations. By signing the bid, Bidders agree to accept a split award unless the Bidder clearly indicates that it takes Exception. The bid will be awarded to that responsible, responsive firm whose bid, conforms to this solicitation and will be most advantageous to the City, with regard not only to price but also to availability of product, location and quality of product considered.

The City reserves the right to award all line items, to make no award or to award on an individual line item basis, whichever is deemed to be in the best interest of the City.

Time of delivery may be a consideration in the award.

The City reserves the right to consider as unqualified to perform the contract any bidder who does not habitually perform with its own forces seventy-five (75%) of the work involved.

TERMINATION

1. Failure to Perform. The City may terminate a bid award for the failure to perform a term of the bid specifications to the satisfaction of the City. The City shall provide ten (10) days advance written notice to the Awarded Vendor for the failure to perform services or for the violation of any other term of the bid specifications. Unless futile or the violation is recurring, the City shall provide notice and the opportunity to cure the violation prior to termination. Such notice to cure shall be given in writing by first-class mail. In the event of a dispute, or in order to avoid interruption of service, the City may engage another to perform the work and the Awarded Vendor shall be responsible for any costs the City incurs as a result of the Awarded Vendor's violation. The City may withhold payment to offset any damages the City incurs as a result of the Awarded Vendor's violation.

2. At Will. A bid award may be terminated at will by the City upon a minimum of thirty (30) days prior written notice to the Awarded Vendor. In the event of termination as provided in this subsection, the Awarded Vendor will be compensated for all services performed and approvable reimbursable expenses from the inception date to the termination date provided the services performed and the expenses were provided in accordance with the bid specifications. Payment shall be made upon the Awarded Vendor delivering to the City all information and materials retained by the Awarded Vendor, affiliates, or subcontractors in performing the services described in the bid specifications, whether completed or in progress.

3. MISREPRESENTATION. In addition, the City may reject this Bid, or cancel a contract with an Awarded Vendor, if there is evidence of any misleading or intentionally fraudulent information or documents provided in connection with this Bid.

COMPANY NAME: Dore & Associates, Inc.

ITB-W-1643**CITY OF WARREN****PAGE 10 OF 22****SPECIFICATION**

Brand names and numbers, when used, are for reference to indicate the character or quality desired, unless specifically stated "No Substitutes".

Alternate items of the same quality will be considered, provided your offer clearly describes the article. Offers for alternate items shall state the brand and number, or level or quality. When the bidder does not state brand, or level of quality, it is understood the offer is exactly as specified.

All products and services shall be in accordance with all applicable federal, state and local statutes, rules, ordinances, etc.

All personnel shall have the appropriate licenses with endorsements for the work performed.

In addition, any personnel driving a vehicle on City property shall have the appropriate valid driver's license and have or exceed minimum statutory insurance requirements.

E-VERIFY

Any bidder, attesting to his bid by signature, is affirming that the Bidder has registered with, participates in and utilizes the E-Verify Program (or any successor program implemented by federal Department of Homeland Security and Social Security Administration) to verify the work status of all newly hired employees employed by the Bidder.

NON-IRAN LINKED BUSINESSES

By signing below, Bidder certifies and agrees on behalf of Bidder and the company submitting this bid the following: (1) that the Bidder is duly authorized to legally bind the company submitting this bid; (2) that the company submitting this bid is not an "Iran linked business," as defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) that Bidder and the company submitting this bid will immediately comply with any further certifications or information submissions requested by the City in this regard.

ASSIGNMENT OF AGREEMENT – OTHER CONTRACTORS.

The Awarded Vendor shall not assign the contract or any part thereof without the written consent of the City.

PERIOD AGREEMENTS

No Exclusive Contract/Additional Services. The Awarded Vendor agrees and understands that the contract shall not be construed as an exclusive agreement and that the City may, at any time, secure similar or identical services at its sole option.

Any contract executed pursuant to this Bid, which is for a specific term shall include for an extension of the contract term, at the option of the City, as follows:

The City shall have the sole option to extend the contract herein for a period of two months by written notice to the Awarded Vendor exercising the option served at least ten days prior to the expiration date of the contract. In the event such option is exercised by City, all of the provisions of the contract shall remain in full force and effect other than the date of expiration of the contract.

The quantities have been estimated for bid award purposes and may be estimated based on past usage. The quantities may increase or decrease and the City makes no representation as to guarantee of usage. The quantities are estimated on an annual basis.

COMPANY NAME: Dore & Associates, Inc.

ITB-W-1643**CITY OF WARREN****PAGE 11 OF 22****PAYMENT TERMS**

The City's normal payment terms are 45 days in connection with cash discounts specified with this bid. Time will be computed from the date of complete delivery of services, supplies, or equipment, as specified, or from the date correct invoices are received in the Office of the City Controller, if the latter is later than the date of delivery. Prices will be considered as net if no cash discount is shown.

Progress payments will be made on the basis of hours of work completed during the course of the engagement in accordance with the firm's fee bid. Interim billings shall cover a period of not less than a calendar month.

MICHIGAN FREEDOM OF INFORMATION ACT (FOIA)

All costs incurred in the preparation and presentation of this bid, in any way whatsoever, shall be wholly absorbed by the Bidder. All supporting documentation shall become the property of the City unless requested otherwise at the time of submission. Michigan FOIA requires the disclosure, upon request, of all public records that are not exempt from disclosure under Section 13 of the Act, which are subject to disclosure under the Act. Therefore, confidentiality of information submitted in response to this RFP is not assured.

EQUAL OPPORTUNITY CLAUSE

This contract requires adherence to the equal opportunity clause, 41 CFR § 60-1.4.

EXCEPTIONS TO THE BID SOLICITATION

Each individual/group shall provide a list of Exceptions taken to this bid. Any Exceptions taken shall be identified and explained in writing. An Exception is defined as the individual/group's inability to meet a mandatory requirement or exceed a requirement in the manner specified in the bid solicitation. If the Bidder provides an alternative solution when taking an Exception to a requirement, the benefits of this alternative solution shall be explained. The City reserves the right to accept or reject any Exception whichever is deemed to be in the best interest of the City.

WITHDRAWAL OF BID

Bidders may withdraw their bids by submitting a written request over the signature of an authorized individual to the Purchasing Department any time prior to the submission deadline. Bidders may thereafter submit a new bid prior to the deadline. Modification or withdrawal of the bid in any manner, oral or written, will not be considered if submitted after the deadline.

DEFAULT TO CITY

It is understood that any Bidder who is in default to the City at the time of opening its bid shall have its bid declared null and void.

BIDDER DISCLOSURE

The Bidder declares that it has not, nor will it, provide gifts, gift certificates, entertainment, favors, or other gratuities to a City official, employee, agent, or volunteer, or to their families.

The Bidder acknowledges that if it violates this policy then the City may terminate the contract with the Bidder.

INDEMNITY CLAUSE

To the extent permitted by law, the Contractor shall indemnify the City, its officers, employees, agents, and boards and commissions from and against any claim of liability; penalties; damages; attorney fees; professional advisors' fees; settlements; or other fees or expenses arising from or in connection with goods provided and services performed under this Invitation to Bid. The Contractor shall provide the Warren City Attorney's Office with all documents filed in any proceeding related to this Invitation to Bid in which any of the above-listed people or entities are named.

COMPANY NAME: Dore & Associates, Inc.

ITB-W-1643**CITY OF WARREN****PAGE 12 OF 22****MICHIGAN LAW TO CONTROL**

The Parties intend for this Agreement to be construed in accordance with Michigan law as it exists at the time of this Agreement. Disputes arising out of this Agreement shall be litigated in the State court having jurisdiction over Macomb County, Michigan. If a dispute arises that requires resolution in Federal court, it shall be litigated in the United States District Court for the Eastern District of Michigan.

AMERICAN WITH DISABILITIES ACT

Whenever applicable, the Contractor shall perform work in accordance with the American with Disabilities Act, 42 USC § 12101 et seq. (including corresponding rules, regulations, and design standards), the Persons with Disabilities Civil Rights Act, MCL 37.1101 et seq. and City ordinances relating to accessibility.

APPENDIX A OF TITLE VI PLAN

During the performance of this contract, the contractor, for itself, its assignees, and successors, in interest (hereinafter referred to as the "contractor") agrees, as follows:

1. COMPLIANCE WITH REGULATIONS. The contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. NONDISCRIMINATION. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.

3. SOLICITATION FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

4. INFORMATION AND REPORTS. The contractor shall provide all information and reports required by the Regulations, or directives issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. SANCTIONS FOR NONCOMPLIANCE. In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

COMPANY NAME: Dore & Associates, Inc.

ITB-W-1643

CITY OF WARREN

PAGE 13 OF 22

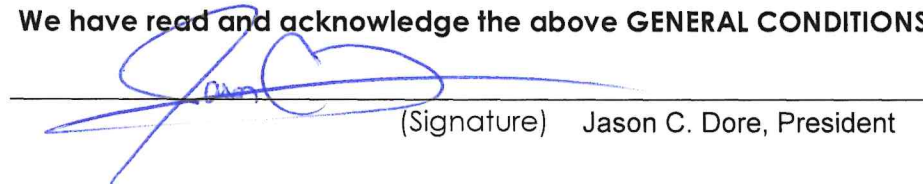
6. INCORPORATION OF PROVISIONS. The contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SAFETY DATA SHEETS

IMPORTANT: All City purchases require **SAFETY DATA SHEETS** where applicable, in compliance with the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard.

**THE ABOVE GENERAL CONDITIONS ARE CONSIDERED IN FORCE UNLESS SPECIFICALLY ADDRESSED
IN ANOTHER SECTION OF THE BID DOCUMENT**

We have read and acknowledge the above GENERAL CONDITIONS



(Signature) Jason C. Dore, President

COMPANY NAME: Dore & Associates, Inc.

ITB-W-1643**CITY OF WARREN****PAGE 14 OF 22****PURPOSE:**

It is the intent of the City of Warren to invite electronic bids from qualified contractors to furnish hazardous materials abatement and interior demolition services at the building located at 6020 Chicago Road, Warren, MI 48092 per the bid form and specification.

GENERAL BACKGROUND:

Year Built: 1950

Floor Area: 2,155sf

Lot Size: 14,418.36sf

BID TERMS:

Bid price is to include, but not limited to, all necessary labor, materials and warranty for the complete abatement of hazardous materials and interior demolition, including the proper disposal of all debris.

The Awarded contractor is responsible for the complete and proper removal and disposal of all, trash, hazardous materials, debris, etc.

GENERAL SPECIFICATIONS:

The following work is to be completed by the awarded contractor:

- Properly remove and dispose of asbestos containing materials as identified and quantified in the PSI Asbestos Survey, dated November 11, 2024 (**referred to as Appendix A**), including:
 - 2,050sf of various flooring materials(estimated);
 - 5sf of Transite (estimated);
 - All non-asbestos containing wall and ceiling building materials which shall result in exposing of all framing;
 - Mold remediation per **Appendix A**;
- All asbestos removal shall be performed in accordance with OSHA Class II asbestos removal requirements as found in 29 CFR 1926.1101.
- Provide proper asbestos abatement documentation after asbestos response activities have been completed.

MEASUREMENTS:

All bidders will be held liable to have visited the work site and familiarize themselves with the nature of the work and conditions under which the work will be performed. No extras will be allowed for failure to inspect or to account for working conditions. The City is not responsible for incorrect measurements.

CONTINGENCY ALLOWANCE:

The contingency included within the bid pricing page is to be utilized at the discretion of the owner to cover unforeseen work that was not included in the project scope. Pricing for work that is outside of the project scope will be determined between the owner and the contractor per the language included within the contract. Usage of Contingency Allowance Funds shall be pre-approved by the City. Any unused funds will be returned to the Owner.

COMPANY NAME: Dore & Associates, Inc.

ITB-W-1643**CITY OF WARREN****PAGE 15 OF 22****EQUIPMENT/SAFETY:**

The safety of the Contractor's employees and the public is the prime concern to the City, and the Contractor must take all necessary steps to assure proper safety during the performance of the Contractor. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a bid or contract.

The Contractor shall be responsible for closing off stairwells with barricades, flag tape and or other safety/foot traffic control equipment to keep the public and employees from entering construction areas and/or work sites while work is commencing.

DAMAGES:

The awarded vendor shall be responsible for repairs and or replacement of any damaged items during this project. The awarded vendor shall report to the Director of Operations any pre-existing damaged flooring or drywall.

PERFORMANCE:

The City Reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

WORKMANSHIP:

Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

MINIMUM QUALIFICATIONS:

- Contractor shall be a fully-established business operating under its submittal name for ten (10) years minimum in the field of construction.
- The Contractor shall have a minimum of ten (10) years of experience of demolition projects similar to the requirements set forth in this bid.
- Contractor shall have adequate personnel to perform the services as indicated in this bid specification.
- Contractor shall possess appropriate equipment to perform the requested service.
- Contractor must provide three (3) references where contractor has provided similar services over the past two (2) years; provide firm name, contact name (phone number and email address) and type of service provided, upon request.
- The Contractor must meet the City's insurance requirements as defined in this bid form. The insurance certificate must be submitted to the City by the insurance agency prior to award.

COMPANY NAME: Dore & Associates, Inc.

ITB-W-1643**CITY OF WARREN****PAGE 16 OF 22****SPECIAL PRECAUTIONS:**

The awarded vendor shall be responsible for protection of any City and adjacent property/building against damages caused by workmen, their equipment and materials. Such damages, if any, shall be repaired and rectified, at the contractor's expense, to the satisfaction of the City and/or adjacent property owner.

In the event of an emergency, the awarded vendor and all Contractors **MAY** have to cease all work until the emergency is over, or as directed by the City's Authorized Representative to continue with work.

HOURS OF WORK:

All work under this bid shall be coordinated with the Economic Development Director, or his designee. Any changes to the established schedule must have prior approval of the Economic Development Director, or his designee.

All work is to be done during normal business hours **(Monday thru Friday 8:30am – 5:00pm local time)**.

Weekend or Holiday work will not be allowed unless specifically authorized in writing by the City.

SECURITY:

The City requires that the Contractor check in each day with the Economic Development Director, or his designee before commencing work each day.

The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the project starts until the final acceptance of the work by the Director of Operations or a designated representative.

COMPANY NAME: Dore & Associates, Inc.

ITB-W-1643

CITY OF WARREN

PAGE 17 OF 22

APPENDIX A:

PSI ASBESTOS, LEAD-BASED PAINT, MOLD (FUNGI), AND POTENTIALLY REGULATED MATERIALS SURVEY

THIS SURVEY IS AVAILABLE AS A SEPARATE DOCUMENT ON THE BIDNET (MITN) SYSTEM

COMPANY NAME: Dore & Associates, Inc.

ITB-W-1643

CITY OF WARREN

PAGE 18 OF 22

APPENDIX B:
LIVING WAGE ORDINANCE

COMPANY NAME: Dore & Associates, Inc.

SEC. 2-334.2. LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS.

(a) *Purpose; application; exclusions.* The intent of the following provisions is to ensure that the city requires for any contract for services in excess of fifty thousand dollars (\$50,000.00) the contractor who is employed to perform work for the City of Warren shall pay a **living wage** to all employees who are assigned to perform work on the City of Warren premises. Contracts for the purchase of goods and contracts to lease or purchase property are excluded from the application of this section.

(b) *Definitions.* For purposes of this section the following terms and phrases shall be defined as follows:

Contract for services shall mean the act of entering into a contract to perform services, including the subcontracting of services, however, contracts for the purchase of goods and contracts to lease or purchase property are excluded.

Contractor shall mean a person that contracts with the city to perform certain services.

Employee shall mean an individual who is employed by another to provide labor in exchange for payment of **wages** or salary.

Employer shall mean the person who engages employees to provide labor in exchange for payment of **wages** or salary.

Federal poverty line shall mean the official poverty line defined by the office of management and budget based on bureau of census data for a family of four (4), as adjusted to reflect the percentage change in the consumer price index for all urban consumers.

Health care benefits shall mean the right granted to an employee under a contract, certificate or policy of insurance to have payment made by a health care insurer or health care corporation for specified medical or health care services for the employee and dependents.

Living wage shall mean an hourly **wage** rate which is equal to or greater than the federal poverty line established for a family of four (4) for a forty-hour work week, fifty (50) weeks per year.

Person shall include firms, joint ventures, partnerships, corporations, clubs, and all associations or organizations of natural persons, either incorporated or unincorporated, however operating or named, and whether acting by themselves or by a servant, agent or fiduciary, and includes all legal representatives, heirs, successors and assigns thereof.

Plant Rehabilitation and Industrial Development District Act shall mean Public Act 198 of 1974, MCL 207.551 et seq.

(c) *Limitations on contracts for services.* The city shall not enter into any contract for services with any contractor who does not demonstrate that it pays its work force a **living wage** which is equal to one hundred twenty-five (125) percent of the federal poverty line, unless health care benefits are provided to its employees equal to the level of benefits customarily provided in the industry, then the contractor shall demonstrate that it pays its work force a **living wage** which is equal to one hundred (100) percent of the federal poverty line. The contractor shall be required to maintain this rate of pay for the duration of the contract period.

(d) *Compliance with adjustments in the federal poverty line.* The purchasing director, his or her designee or other employee designated by city council, shall serve as the contract compliance auditor. The contract compliance auditor shall monitor the federal poverty line and shall notify anyone with a service contract with the city of any adjustment in the federal poverty line. The contract compliance auditor shall require all contractors with service contracts with the city to annually demonstrate compliance with the requirements contained in subsection (c) of this

COMPANY NAME: Dore & Associates, Inc.

section. In addition, any contractor who is required to pay its work force a **living wage** under subsection (c) of this section shall post a notice of such requirement in the work place during the contract period. The notice shall also state that if the contractor has failed to comply with the requirement of subsection (c) of this section that the employee may file a notice of noncompliance upon the City of Warren contract compliance auditor and serve a copy on the contractor.

(e) *Notice of non-compliance.* Any employee of a contractor who believes the contractor has failed to comply with subsection (c) of this section, shall file a notice with the contract compliance auditor and serve it on the contractor alleging noncompliance. Upon receiving the notice alleging non-compliance, the auditor shall forward a copy to the **living wage** appeal committee for review. The auditor shall determine the accuracy of the allegation and shall notify the contractor to submit proof of compliance within thirty (30) days or it shall be grounds for termination of the contract.

(f) *Non-compliance.* In the event, the auditor determines that a contractor has failed to comply with the provisions of this section, the failure to rectify the non-compliance within thirty (30) days shall be grounds for the termination of a contract for services.

(g) *Limitation on bid acceptance.* The city shall not accept any bids for a period of five (5) years from any contractor who, while contracting with the city, had failed on two (2) separate occasions to comply with subsection (c) of this section during the previous five-year period.

(h) *Exemptions from application of this section.* The following exemptions from compliance with this section shall apply:

- (1) Any public corporation shall be exempt from the provisions of this section;
- (2) Any private corporation that has received 501 (c)(3) qualification, which has ten (10) employees or less, shall be exempt from compliance with this section;
- (3) The provisions of this section shall not apply where there is an applicable collective bargaining agreement;
- (4) The provisions of this section shall not apply where federal, state, or local law requires payment of a prevailing **wage**;
- (5) The provision contained in subsection (c) of this section requiring payment of a **living wage** as defined in this section does not apply to any employee enrolled in a job training program, summer youth employment program or work study program not to exceed ninety (90) days;
- (6) The **living wage** appeal committee may recommend individual or group exemptions from the application of this section in cases in which compliance with this section would cause an economic hardship. All exemptions under this subsection shall be subject to city council and mayoral approval.

(i) *Appeal from application of this section.* Any person desiring to contract with the city shall have the opportunity to appeal the application of this section to the **living wage** appeal committee. The appeal must be filed with the purchasing division at least fifteen (15) days prior to the deadline for the submission of bids. The **living wage** appeal committee shall consider the request

COMPANY NAME: Dore & Associates, Inc.

ITB-W-1643**CITY OF WARREN****PAGE 21 OF 22**

at a public meeting convened in accordance with the open meetings act. The committee may exempt a contractor from the application of this section upon demonstration of the following:

- (1) The proposed contract is implemented through the tri-county cooperative and payment of the **living wage** as defined in this section is not required thereunder; or
- (2) The benefit of applying this section is clearly outweighed by the harm resulting from the application of this section.

(j) *Membership of the **living wage** appeal committee.* The **living wage** appeal committee shall consist of five (5) members: the mayor or designee; the city controller or designee; the purchasing director or designee; a member of the Warren-Centerline Chamber of Commerce as designated by the mayor and confirmed by city council; and a Warren resident designated by the Michigan State AFL-CIO appointed by the mayor and confirmed by the city council. Each member of the committee shall serve for a three-year term. The committee shall meet as necessary to review any appeal filed for exemption from the application of this section.

(k) *Effective date.* The provisions of this section shall not apply to any contract executed prior to the effective date of this section.

(Ord. No. 80-550, § 1, 1-11-00; Ord. No. 80-596, § 1, 4-8-03)

COMPANY NAME: Dore & Associates, Inc.

ITB-W-1643

CITY OF WARREN

PAGE 22 OF 22

CHECK LIST FOR BIDDERS

MISTAKES OR OMISSIONS CAN RESULT IN THE REJECTION OF YOUR BID.X

Is your electronic bid **PROPERLY SIGNED** on the **AUTHORIZED REPRESENTATIVE** portion of the **BID FORM, AND ALL CLAUSES AS INCLUDED IN THE BID DOCUMENT?**

X

If required, have you entered a unit price for each bid item? (Unit Price governs)

X

Have you uploaded the complete document via the BidNet (MITN) system with your electronic submission?

X

Late bids will **NOT** be considered. **Bids must be received by the Purchasing Division before 12:30 P.M., Wednesday, on the date specified.**

COMPANY NAME: Dore & Associates, Inc.



Lori M. Stone, Mayor

Purchasing Division
Office of the Controller
One City Square, 4th Floor
Warren, Michigan 48093-5289

Phone (586) 574-4639
FAX (586) 574-4614

ADDENDUM 1

ITB-W-1643

AUGUST 15, 2025

REGARDING

FURNISH ASBESTOS ABATEMENT AND DEMOLITION SERVICES

PLEASE BE ADVISED that the bid due date for this project has been extended to Wednesday, September 3, 2025 at 12:30pm EST.

PLEASE, ALSO BE ADVISED of the following clarifications to vendor questions to the specification:

- Q1: I would like to revisit the property. Can you provide some available times to revisit?
R1: Please contact Hunter Manikas at hmanikas@cityofwarren.org to schedule a time to revisit the site.
- Q2: Can you supply a functional map from Intertek PSI? I would be very helpful in location all of the asbestos.
R2: PSI will be sending the City a functional map. It is currently unavailable. As soon as it becomes available, the City will publish as an addendum.
- Q3: If it is more economical to remove the entire non load bearing walls instead of stripping two sides, can we do that?
R3: The awarded vendor may remove the non-bearing walls instead of stripping two sides of the walls.

Sincerely,

Craig Treppa
Purchasing Agent

Acknowledged by Jason C. Dore, President

Company Name Dore & Associates, Inc.

ITB-W-1643 A1



Lori M. Stone, Mayor

Purchasing Division
Office of the Controller
One City Square, 4th Floor
Warren, Michigan 48093-5289

Phone (586) 574-4639
FAX (586) 574-4614

ADDENDUM 2

ITB-W-1643

AUGUST 28, 2025

REGARDING

FURNISH ASBESTOS ABATEMENT AND DEMOLITION SERVICES

PLEASE BE ADVISED that attached to this addendum is the Functional Space Map from Intertek PSI that was requested by one of the vendors.

Sincerely,

Craig Treppa
Purchasing Agent

Acknowledged by Jason C. Dore, President

Company Name Dore & Associates, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 5311 Hampton Place Saginaw MI 48604 License#: BR-1791411 DORE&AS-02	CONTACT NAME: Lisa Stoner PHONE (A/C, No, Ext): 800-875-8395 FAX (A/C, No): 989-607-6802 E-MAIL ADDRESS: lisa_stoner@ajg.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Nautilus Insurance Company</td> <td>17370</td> </tr> <tr> <td>INSURER B : Amerisure Insurance Company</td> <td>19488</td> </tr> <tr> <td>INSURER C : Great Divide Insurance Company</td> <td>25224</td> </tr> <tr> <td>INSURER D : CNA Insurance Companies</td> <td>20435</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Nautilus Insurance Company	17370	INSURER B : Amerisure Insurance Company	19488	INSURER C : Great Divide Insurance Company	25224	INSURER D : CNA Insurance Companies	20435	INSURER E :		INSURER F :	
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INSURER F :															
INSURED Dore & Associates Inc. P.O.Box 338 Bay City, Mi 48707															

COVERAGES

CERTIFICATE NUMBER: 2113234765

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ 10,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:			ECP203582913	9/16/2024	9/16/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☐ OTHER:			CA21251830007	1/30/2024	1/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			FFX203583013	9/16/2024	9/16/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCA204465910	9/16/2024	9/16/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D A	Leased & Rented Equipment Pollution Liability			C 7039508524 ECP203582913	5/26/2024 9/16/2024	5/26/2025 9/16/2025	\$380,000 Limit \$2,000,000 Limit \$1,000 Deductible \$10,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

BIDDING PURPOSE ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Residential Builders Section
P.O. Box 30254
Lansing, MI 48909

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
M&A Company License

Q.O. - Arthur M Dore
Classification: R
DORE & ASSOCIATES INC
900 HARRY S TRUMAN PKWY
BAY CITY, MI 48706

License No:
272000038

Expiration Date:
05/31/2026

DORE & ASSOCIATES INC
900 HARRY S TRUMAN PKWY
BAY CITY, MI 48706

GRETCHEN WHITMER
Governor

**Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
M&A Company License**

**Classifications:
House Wrecking (R)**

DORE & ASSOCIATES INC
900 HARRY S TRUMAN PKWY
BAY CITY, MI 48706

**Qualifying Officer:
Arthur M Dore
Qualifying Officer #
252300059**

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

**License No.
272000038**

**Expiration Date:
05/31/2026**

**This document is duly
issued under the laws of the
State of Michigan**

Contractor Number
C56306

Expiration Date
6/11/2025

State of Michigan
Department of Labor and Economic Opportunity

Dore & Associates Inc.

has satisfactorily met the requirements of Michigan Public Act 135 of 1986,
as amended, and is hereby recognized as a

LICENSED ASBESTOS ABATEMENT CONTRACTOR

Type II (5 + employees)

The issuance of this license does not ensure that asbestos indemnification insurance coverage has been acquired by the licensee. This license is nontransferable.

MIO 3003 (03/2019)

Authority: Michigan Public Act 135 of 1986, as amended

171590

Dore & Associates Inc.
900 Harry S. Truman Parkway
P.O. Box 338
Bay City, MI 48706

The Michigan Department of Labor and Economic Opportunity (LEO) has reviewed and approved your application for a Michigan Asbestos Abatement Contractors License. The License Certificate is valid for a period of one year.

The Department is requiring each licensed asbestos abatement contractor to notify the Department of any asbestos abatement project exceeding 10 linear feet or 15 square feet of friable asbestos containing material. This notification must reach the office of the Asbestos Program at least 10 days before the beginning of each project. If for any reason there are revisions or modifications to a notification, your company must notify LEO by FAX (517.284.7700), telephone, or email (asbestos@michigan.gov). If the revision is via telephone, your company must follow-up with a formal written revision.

Please be advised, your company must continue to maintain records of post-abatement air monitoring results. LEO can and may request these post asbestos abatement monitoring results periodically. Please be reminded that any additional or new employees must be accredited before they engage in any asbestos abatement activities.

To apply for renewal of this license, please submit an application no sooner than 90 days and no later than 30 days before the license expires. The Department must also be notified of any address or ownership changes. Project notifications and questions regarding your license should be directed to the Michigan Department of Labor and Economic Opportunity, MIOASHA Asbestos Program, P.O. Box 30671, Lansing, Michigan 48909, 517.284.7698.

Dan W. Maki

Dan W. Maki
Safety and Health Manager



Nationwide Specialty Contractor • Demolition | Abatement | Remediation
P.O. Box 338 • Bay City, MI 48707-0338 • ph 989.684.8411 • fax 989.684.6663 • www.doreassoc.com

**ALL EQUIPMENT LISTED BELOW IS SOLEY OWNED AND FULLY PAID FOR BY Dore
& Associates, Inc.**

- 1 – Volvo EC 400 Ultra High Reach Excavator**
- 2 – Komatsu PC 350-11**
- 2 – CAT 350L Excavators**
- 5 – CAT 345 Excavators BL & C**
- 9 – CAT 330L Excavators B & C**
- 2 – CAT 320L Excavators**
- 1 – CAT 312L Excavator**
- 1 – Link Belt Crane, 70 Ton**
- 1 – Case Vibratory Roller**
- 1 – CAT D4 Bulldozer**
- 1 – CAT IT28 Wheel Loader**
- 18 – Bobcats & 2 – Bobcat Trailers**
- 2 – CAT Mini Excavators**
- 5 – CAT Skid Steer Loaders**
- 2 – Brok Remote Demo Robots**
- 2 – Excel Track Concrete Crusher Plants**
- 2 – Labounty MSD70R Shears**
- 1 – Labounty MSD50R Shear**
- 6 – Excavator Grapples**
- 1 – 60 Ton American 7260 Crane**
- 1 – 1973 GMC Tank Truck (Water)**
- 12 – Excavator Hydraulic Hammers**



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P.O. Box 338 • Bay City, MI 48707-0338 • ph 989.684.8411 • fax 989.684.6663 • www.doreassoc.com

LIST OF OWNED EQUIPMENT

AIR FILTRATION EQUIPMENT

Aero-Clean '2000'	115 Units
Aero-Clean '6000'	6 Units
Aero-Clean '800'	5 Units

WET HEPA VACUUM SYSTEM

Nikro 16 Gal	32 Units
Aero-Porta Vac	11 Units
Hako Vac	8 Units
Tech Vac	14 Units
Euro-Clean Vac	1 Unit
Vactagon Model 100-600	2 Units
Vacuum Engineering Trailer Mounted HEPA Vac	2 Units

DECONTAMINATION UNITS INCLUDING SHOWER & CLEAN & DIRTY ROOMS

Aero-Porta Shower & Frame	39 Units
Econo Water Heter Model No. 913A	12 Units

WATER FILTRATION SYSTEMS

Aero-Pump Filter Kit	35 Units
Aero Waste Water Unit	3 Units
Aero Pump Double Filter	1 Unit

PORTABLE LIGHTING SYSTEMS

Aero-Porta Light	47 Units
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ENCAPSULANT SPRAYER

Graco Sprayers	26 Units
Wagner Sprayers	16 Units
Electronic Model Ultra 333	1 Unit

FLOOR GRINDERS

Husqvarna PG 820 Floor Grinder	2 Units
Innovatech Floor Grinder	1 Unit

TILE SCRAPERS

Terminator Ride on Tile Scraper	1 Unit
Twister Cyclone Ride on Tile Scraper	1 Unit
Electric Ride on Tile Scraper	1 Unit

RESPIRATORS

PAPR Neoteric	43 Units
PAPR Racal	200 Units
Half Face 3M Respirator/Dual Cartridge	250 Units
Wilson Supplied Air	46 Units
Wilson Full Face HEPA Cartridge	14 Units

SUPPLIED AIR MACHINES

Delmonox – 16 Men	1 Unit
Bullard Sufficient for (8) Men	1 Unit
Dynamation 4 Men	6 Units
Dynamation 8 Men	4 Units
Hydrovane Compressors 12 Men	4 Units
Hydrovane Compressors 6 Men	3 Units



Nationwide Specialty Contractor • Demolition | Abatement | Remediation
P.O. Box 338 • Bay City, MI 48707-0338 • ph 989.684.8411 • fax 989.684.6663 • www.doreassoc.com

September 3, 2025

City of Warren
One City Square, 4th Floor, Suite 425
Warren, MI 48092

Subj: Qualifications & Experience

To whom it may concern,

Pursuant to the Bid Instructions, Dore & Associates is providing your office with relevant project contact and brief statement of Dore's experience. Jason C. Dore, President, of Dore & Associates, Inc. is authorized by the corporation to sign all proposal and bids on behalf of the corporation. Dore's correspondence information is as follows:

Dore & Associates, Inc. P.O. Box 338, Bay City, MI 48707, Phone: 989-684-8411 Fax: 989-684-6663 Email: est@doreassoc.com

Dore & Associates is proud of its reputation of 45+ years in the demolition and environmental industry, and is eager to share its background with potential clients. The management of Dore & Associates has more than forty years of expertise. Its management has razed over 50,000 structures throughout the United States and has evolved into a "single source" contractor. Dore has the ability to provide you with a total, comprehensive and cost-effective package, eliminating the problem of multiple layers of contractors. Our full range of services includes:

EXPLOSIVE OR CONVENTIONAL DEMOLITION, FLOOR TILE REMOVAL, COMMERCIAL DEMOLITION, INTERIOR/EXTERIOR RENOVATION, MARKETING/SALES OF USEABLE EQUIPMENT, ENVIRONMENTAL REMEDIATION, ASBESTOS & LEAD ABATEMENT, SITE EXCAVATION & RESTORING, and MINE & PLANT CLOSURES

Though our main office is located in Bay City, Michigan, satellite offices in Ohio, Pennsylvania and Florida, enable Dore & Associates the ability to provide services to a diverse geographic business clientele. Should you need additional information please feel free to contact me or visit our web site at www.doreassoc.com. Please see Certificate of Insurance & resumes attached. SOM Wrecking License No. 272000038, exp 5/31/2026.

Sincerely,

Jason Dore, President
DORE & ASSOCIATES, INC.



Nationwide Specialty Contractor • Demolition | Abatement | Remediation
P.O. Box 338 • Bay City, MI 48707-0338 • ph 989.684.8411 • fax 989.684.6663 • www.doreassoc.com

May 7, 2020 (Policy Enacted)

Re: HUB, Section 3, MWBE Participation on Projects Awarded

Subj: Corporate Policy

To whom it may concern;

Dore & Associates, Inc. is a nationwide contractor who bids numerous projects throughout the United States on an annual basis. With this being said, it is Dore & Associates policy and standard practice to adhere to all goals set forth by various local, State, Federal and private agencies and companies throughout the United States for Historically Underutilized Businesses, Section 3 Participation (HUD Funded), Minority Owned Businesses, Women Owned Businesses, Disadvantaged Business, Veteran Owned Businesses, etc.

When bidding on projects Dore & Associates addresses the goals for various types of participation in the specification and researches directories available and contacts agencies in the particular locale Dore is bidding that match our criteria of participation.

Various participation Dore & Associates seeks is as follows:

- Hauling & Disposal
- Suppliers of Safety Equipment
- Supplies of Asbestos Equipment
- HVAC
- Plumbing
- Electrical
- Sand/Gravel/Fill Materials

Dore & Associates realizes participation percentages vary wide throughout the United States but as a corporation that supports participation from the types of companies stated above, it is our policy to participate fully and utilize these various firms' services to the fullest.

Thank you,

Jason C. Dore
President

ATTACHMENT 1.a.14.
MANAGEMENT / LEADERSHIP TEAM
DEMOLITION SERVICES

VENDOR NAME:	Dore and Associates, Inc		
Leader/Manager Name	Title	Years of Relevant Experience	Areas of Expertise
Jason C. Dore	President	30	Demolition and Asbestos Abatement and Business Administration/Management
Arthur M. Dore	Principal	45	Demolition and Asbestos Abatement and Chief Estimator
Edward M. Dore	Treasurer	40	Demolition and Asbestos Abatement, and Chief Superintendent
Dennis C. Dore	Secretary	40	Demolition and Asbestos Abatement, and Waste Management

Jason C. Dore

President

Contact

P.O. Box 338 Bay City, MI 48707
989-684-8411
Jason@doreassoc.com

Key Skills

Corporation President
Finance & Investment Expert
Equipment Acquisition Expert
Information Technology Expert

Experience

Jason started working on demolition and asbestos abatement jobsites initially, until he realized he would rather be on the administrative side of the family business. Jason currently oversees all day to day operations at Dore & Associates, Inc and helps to manage and maintain several administrative avenues within the corporation. With over 30 years of Financial Management Job Cast, Financing & Investment, and Equipment Acquisition Experience, he is a true asset to the corporation.

Employer Summary

June 1991 – May 2020 – Dore & Associates Contracting Inc. – Demolition and Asbestos Abatement Worker from 91-93. In 93, he began his career in Administration and began working in the Finance Department.

May 2020 – Current – Dore Associates, Inc. - In addition to the above, Jason is also the corporation's President, oversees accounts payables/receivables, personnel management, building maintenance management and signs off on all estimations for the corporation.

Education

- 1989 - 1992 – Western High School – Diploma
- 1993 – 1994 – Northwood University
- 1995 – 1997 – Saginaw Valley State University –
Bachelor's Degree – Business Management

Arthur M. Dore

Principal/Chief Estimator

Contact

P.O. Box 338 Bay City, MI 48707
989-684-8411
amd@doreassoc.com

Key Skills

Demolition Expert
Asbestos Abatement Expert
Corporation Principal

Experience

Art has worked for the family business his entire adult life. Starting as a young man doing any job he could to help out, he worked his way from the field to supervision to estimating to his current role as President in 1992. Art manages all aspects of the company as well as producing project estimates. During his career Art has obtained immense experience in the industry and is considered a "Demolition Expert". Many of our complicated and large projects are directed by means and methods developed by Art. Dore's commitment to safety and quality start at the top of the organization and are constantly reinforced under Art's leadership.

Employer Summary

1979 – 2020 - Dore & Associates Contracting, Inc. –President of the company responsible for all day-to-day operations.

2020 – present- Dore & Associates, Inc. – Corporation Principal and Chief Estimator

2004 – 2015 - Hooters Restaurants – Owner of 3 restaurants located in Bay City, Saginaw and Traverse City, Michigan.

2006 – 2020 - Tri-City Icehawks – Team Owner of Teir 3 Junior A Hockey Team.

Certifications/Affiliations

- Georgia Institute of Technology – Asbestos Industry Practices
- National Demolition Association
- Asset Recovery Association
- Michigan Chamber of Commerce
- National Safety Council
- Bay City Chamber of Commerce
- Michigan Business & Professional Association

Dennis C. Dore

Secretary/Waste Management Director

Contact

P.O. Box 338 Bay City, MI
48707
989-684-8411
Denniscdore@yahoo.com

Key Skills

Demolition Expert
Asbestos Abatement Expert
Waste Management
Corporation Secretary

Experience

Dennis has over 40 years of experience in the demolition and asbestos abatement fields. He currently oversees all waste management operations for Dore and Associates, Inc. Dennis manages a team of operators to maintain timely and efficient pick-up and delivery of dumpsters at each job site. He manages the disposal of friable and non-friable ACM while maintain compliance with all federal and state guidelines.

Employer Summary

1981 – 2020 – *Dore & Associates Contracting Inc.* – Job site supervisor and handled waste management for the company.

2020 – Current – *Dore Associates, Inc.* - In addition to the above, Dennis is also the corporation's Secretary and maintains all corporation meeting minutes and other secretarial duties within the organization.

Certifications/Affiliations

- MIOSHA Accredited Asbestos Supervisor
- CDL
- Aerial Work Platform Permit
- Lead Awareness Accreditation

Edward M. Dore

Treasurer/Chief Superintendent

Contact

P.O. Box 338 Bay City, MI
48707
989-684-8411
emd@doreassoc.com

Key Skills

Demolition Expert
Asbestos Abatement Expert
Corporation Treasurer

Experience

Ed began his working career in the family business in 1987 as a laborer and quickly moved to a field superintendent in 1989. Advancement to General Superintendent came in 1992 as Dore continued to grow in both the abatement and demolition divisions. Dore began offering hazardous waste remediation in 1993 with Ed serving as the company's remediation specialist. A well-rounded work portfolio in demolition, abatement and remediation allowed Ed to take on further responsibilities of risk management as well as the corporate secretary. Under the watchful eye and leadership of Ed, Dore has projects underway in as many as 10 states on any given day. His ability to manage personnel and Dore's extensive fleet of heavy machinery has allowed the company to grow into the industry leader it is today.

Employer Summary

1987 – 2020: Dore & Associates Contracting, Inc. – Laborer and Superintendent for both abatement and demolition. Assumed roles of Risk Manager, corporate Secretary, and Vice President of Operations. Manages an extremely talented team of project managers. Equipment and material logistics.

2020 – current – Dore & Associates, Inc. – Corporation Treasurer, Chief Superintendent, Risk Management, and Safety Officer.

Project Highlights

- *Viking Die Cast, Kalamazoo, Michigan* – Project Facilitator, Preparation of Work Plan and Health & Safety Plan. Characterization and verification sampling. Removal and disposal of hazardous soils.

- *RCS Evans Site, Gagetown, Michigan* – Project Facilitator, Preparation of Work Plan and Health & Safety Plan. Characterization and verification sampling. Removal and disposal of 23,000 tons of non-hazardous soil and 2,000 tons of hazardous soil along with building demolition.
- *Sunrise Landfill, Plainwell, Michigan* - Characterization and verification sampling. Removal and disposal of hazardous and non-hazardous soil and drums from former landfill.
- *Buckeye Oil Field, Gladwin, Michigan* - Characterization and verification sampling. Soil washing of soil, solidification and hauling of oil field contaminated soils. Backfill and site restoration.
- *State of Michigan – Multi-Site – Contract C, Detroit, Michigan* – Asbestos Abatement and demolition of former foundry. Characterization and verification sampling and removal of foundry sand. Dewatering of pits and excavations. Solidification of sludge material and site restoration.

Certifications/Affiliations

- Building Inspector
- Supervision of Asbestos Abatement
- Supervision of Hazardous Waste Remediation, Certificate of Completion & Approved Trainer
- Controlled Substance Abuse & Alcohol Misuse Training for Transportation Supervisors

Jeffrey C. Teagarden

VICE PRESIDENT – SPECIAL PROJECTS

Jeff has provided his immense experience, leadership and impeccable work ethic to the Dore organization for the past 38 years. Our clients have come to expect a safe and predictable result with Jeff at the helm. Difficult abatement and demolition projects all over the world have been successfully completed by Jeff and his resume is second to none in the industry. The challenges of large projects on tight time lines are all in a days work for Jeff.

EMPLOYER SUMMARY

2022 to Present – Vice President – Special Projects/Senior Project Manager - Organize, plan, schedule and control field work to expedite large projects to be completed within time and cost limitations. Direct and coordinate the activities of employees and subcontractors in following the engineer's plans and specifications. Responsible for ensuring compliance with quality control goals and safety plans. Empowered for overall responsibility of major projects and exceeding client expectations.

2017 to 2022: Nasdi, LLC - Vice President - Provides leadership and guidance to advance the company's position in the industry. Develops strategies and tactics to increase revenue profitability and organization growth. Oversees corporate operations to ensure efficiency, quality and customer service. Evaluates performance of management and field operations for compliance with policy, procedure and objectives. Responsible for ensuring compliance with quality control goals and safety.

1986 to 2017: Dore & Associates Contracting, Inc. – Vice President – Special Projects/Senior Project Manager. Organize, plan, schedule and control field work to expedite large projects to be completed within time and cost limitations. Direct and coordinate the activities of employees and subcontractors in following the engineer's plans and specifications. Responsible for ensuring compliance with quality control goals and safety plans. Empowered for overall responsibility of major projects and exceeding client expectations.

1984 to 1986: Asbestos Abatement of America, Inc. – Operations Manager. Assembled, reviewed and negotiated government and private contracts. Developed project administration procedures. Implemented safety and training programs for supervisory personnel. Established company procedures to ensure corporate compliance with applicable safety regulations.

CERTIFICATIONS

University of South Florida, Tampa, Florida

Bachelor of Arts/Business Administration

University of Maryland, Munich, Federal Republic of Germany

Associate in Arts/Business

Qualifier for State of Florida Class "A" General Contractor, CJ C057489

Qualifier for State of Nevada Demolition/Asbestos Contractor 0042942

Qualifier for State of North Carolina General Contractor License 17486

State of Indiana Class "A" Wrecking Contractor W0000150

John Bernelis

ON-SITE PROJECT MANAGER, SAFETY REPRESENTATIVE

John brings his 20 years of demolition experience to every project he manages and represents Dore's safety program throughout the Company. John began his career as an industrial supplier and soon became directly involved in safety gear and equipment being properly placed and used on projects. In 2000, John began his "official" safety position as this important role was beginning to be a focus and take on more prominence with contractors. Currently John plays a key role here at Dore as a major project director and our on-site safety representative. He is responsible for consulting on means and methods used for specific demolition projects, writing and enforcing our safety plan and client satisfaction. John's strong communication skills allow him to direct the safety effort to ensure Dore maintains its stellar safety record.

EMPLOYER SUMMARY

2007 to present: Dore & Associates Contracting Inc. Bay City Michigan - Safety Representative/Project Manager. Responsible for safety plan and performance, job audits, rigging, site logistics, field crews and training. Major project involvement for means and methods resulting in safe demolition practices.

1992 to 2006: Bierlein Companies, Midland Michigan - 1992; purchasing and warehouse coordinator for construction equipment, safety supplies and materials. 1994; company Safety Representative performing safety audits, maintenance of all metering devices, documentation, safety reviews, safety meetings, and safety plans. 2000; added responsibility of project management for certain projects.

1987 to 1991: Jenison Industrial Sales, Bay City Michigan. Sales of industrial hardware to the construction, demolition and industrial markets across the Midwest region.

PROJECT HIGHLIGHTS

State of Missouri – St. Louis Psychiatric Rehabilitation Center. Project involved removal of asbestos containing material, PCB's, CFC's and various hazardous wastes prior to complete demolition of a large patient building, power plant and stack. Mr. Bernelis performed oversight for the safety program, asbestos abatement and demolition services. Contract amount; \$1,290,000.00

Waste Water Treatment Plant, Saginaw Michigan. Safety Representative/Project Manager – Removal of asbestos containing material, preparation and removal of various incinerators and large mechanical components for the interior renovation. Contract amount; \$112,000.00

Midland Regional Medical Center, Midland Michigan. Safety representative/Project manager – removal of asbestos containing material from an occupied and functioning hospital. All work was performed in a strict and regulated fashion to ensure the non-disturbance of patients and staff. Contract amount; \$105,000.00

Michigan Sugar Company, Carrollton Michigan. Safety Representative/Project Manager – demolition of various buildings and structures at the operational sugar processing facility. The client needed several pieces of manufacturing equipment salvaged for re-use which were located at various locations throughout the 5 story plant. This requirement resulted in a “surgical” type of extraction and demolition of the 100 year old structure. The project, which lasted one year, was very successful and 100% safe. Contract amount; \$2,000,000.00

Ford Motor Company, General Motors, Chrysler Corp. Project Manager and Safety Representative – various projects within the Midwest.

CERTIFICATIONS

Licensed Asbestos Contractor/Supervisor in Michigan, Ohio, Missouri, Illinois

HAZWOPER Training

Hazard Communication, Lead and Silica

Safe2work Safety Training Program

CPR and First Aid Training

Confined Space and Entry Rescue Training

OSHA 510

OSHA 500

MIOSHA 30 hour

Great Lakes Safety Training Dow Chemical and Delphi Site Clearance Training

Scott Cianek

PROJECT SUPERINTENDENT

Scott has been a key player on the Dore team for over a decade and has been involved in dozens of large, complicated projects. Scott has risen through the ranks of our organization starting as a laborer, and now takes on superintendent duties on abatement and demolition projects throughout the country. Many projects have seen Scott as the project manager as he continues his professional development at Dore. A trademark of Scott's projects is his organizational skills, excellent client communication and project delivery within the schedule.

EMPLOYER SUMMARY

2001 – present: Dore & Associates Contracting, Inc., Bay City, Michigan – Superintendent and project management. Responsible for large abatement and demolition projects within the United States. Project safety plan implementation, field crew supervision, sub-contractor management, project logistics, client meetings and documentation. Since joining Dore as a laborer in 2001, Scott has successfully completed over 75 projects in over a dozen states.

1991 – 2001: 21st Century Tool + Die, Munger, Michigan – Machine Operator. Operated machine tool equipment, project layout, proto-type, project supervision, shop production, and inventory control.

PROJECT HIGHLIGHTS

Logansport State Hospital, Logansport, Indiana – Multiple buildings of 5, 3 and 2 stories was removed from the center of this medical campus. In addition, a 150 FT stack from a former boiler was taken down by hand due to its sensitive location. Over 200,000 SF of structures was involved in the project. Contract amount; \$1,650,000.00

T.C. Light & Power, Traverse City, Michigan – This water front power producing facility sat near the historic downtown district. Parts of the plant were disassembled and shipped to Guatemala for re-use. The remainder of the site was recycled and properly converted to public green space. Contract amount; \$1,100,000.00

Champion Paper Company, Hamilton, Ohio - Abatement and demolition of a 3-story, 175,000 SF manufacturing facility. At one point in this structure's history, locomotives were produced resulting in massive below grade concrete machine pads that had to be excavated. The heavy duty building was constructed of steel and concrete which was recycled and crushed on site. Contract amount; \$625,000.00

YMCA, Port Huron, Michigan - As part of a 4 building abatement and demolition project, the 5-story, riverfront structure was demolished and returned to green space. This building was a community landmark for decades. Along with this building, a large jail facility and 2 administrative buildings were also removed. Contract amount; \$615,000.00

Indiana University, Gary, Indiana - In the center of campus was a fine arts and administration building that were 4 stories tall requiring a "surgical" type extraction. The land was reverted back to green space for the University. Not only was this project 100% safe, it was on time and within budget. Contract amount; \$650,000.00

Detroit Foundry, Detroit, Michigan - Extensive environmental clean-up was involved with this demolition of the 200,000 SF industrial structure. Over 60,000 cubic yards of foundry sand had to be remediated along with asbestos containing materials. The site was one of 4 projects removed for the City of Detroit under the same contract. All sites were returned to green space. Contract amount; \$2,000,000.00.00

CERTIFICATIONS

40-hour Haz-wopper

Confined Space Training

CPR/First Aid

Asbestos Abatement Supervisor- Licensed in Multiple States

OSHA 30 Hour

Storm Water Management

Daniel Dore

ABATEMENT PROJECT MANAGER

Dan started his career in the asbestos abatement industry as a laborer in 1988. He has learned this business from the ground up and has become an "expert" in the field. Dan advanced within the company as his skills grew and quickly became a supervisor in 1989. Now with 100 projects to his record, Dan is our most seasoned and respected abatement project manager. Dan is known for demanding excellence and performance from his team and keeps a rigorous schedule to ensure safe and on-time results for Dore and our clients.

EMPLOYER SUMMARY

1988 to present: Dore & Associates Contracting, Inc., Bay City, Michigan – Project Manager/Abatement Specialist. Responsible for all aspects of commercial/Industrial abatement projects including; safety program enforcement, scheduling, field staff, training, equipment, documentation and disposal. Experienced demolition project management on various projects within the United States.

1983 to 1988: US Army, Fort Bragg, North Carolina, Berlin, Germany – Computer Technician for historical and administrative support, honorable discharge.

PROJECT HIGHLIGHTS

Fairview Gardens, Warren, Ohio – Asbestos Abatement of 18 apartment buildings in preparation for demolition. Contract amount: \$850,000.00

Mercy Hospital, Joplin, Missouri – Asbestos Abatement of an 8-story, tornado-damaged hospital structure. The remaining structure was demolished. Contract amount: \$728,000.00

Industrial Warehouse, Berwick, Pennsylvania – Asbestos Abatement of a 75,000 SF warehouse in advance of demolition. Contract amount: \$264,000.00

Springfield High School, Akron, Ohio – Asbestos Abatement of a large high school in preparation of renovation. Contract amount: \$400,000.00

General Motors Plant, Dayton, Ohio – Asbestos Abatement of 1,000,000 SF retired auto plant in advance of demolition. Contract amount: \$3,000,000.00

Prudential Building, Chicago, Illinois – Asbestos Abatement of a downtown landmark skyscraper to prepare for renovation. Contract amount: \$1,700,000.00

CERTIFICATIONS

Asbestos Hazard Abatement Specialist Certification – Ohio

Asbestos Professional License – Illinois, Missouri

Asbestos Project Supervisor License – Indiana

Asbestos Contractor/Supervisor Accredited – Michigan

Pennsylvania Asbestos Certification

Environmental Safety Training Center, Regulation Exam – Missouri

40 –Hour Hazwopper Training

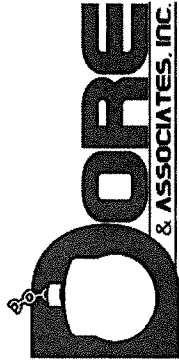
Confined Space Training

OSHA 30 Hour Training

CPR/First Aid/AED Adult

Scaffold Training

CURRENT PROJECTS



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Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project
Rock County Jail	Rock County Purchasing Division	Janesville, WI	\$406,088.00	Demo Rock County Jail	Start 4/27/2022
Demo	51 S. Main St.				Estimated Completion
	Janesville, WI 53454				1/15/2025
	Brad Kwasny				
Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project
Midland County ESA	Midland County	Midland, MI	\$287,700.00	Demo Midland County ESA	Start ?
Demo	3917 Jefferson Ave.				End ?
	Midland, MI 48640				
	Thom Laney				
	tlaney@trccompany.com				
Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project
Bay City WWTP	The City of Bay City	Bay City, MI	\$324,800.00	Demo	?
Demo	301 Washington Ave.			Wastewater Treatment Plant	
	Bay City, MI 48708			Trickling Filter	
	Susan Carmien				
	989-894-8115				
	scarmien@baycitymi.gov				

Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project
Atherton Apts	Flint Housing Commission	Flint, MI	\$1,853,700	Demolition	Start 6/16/2025
Demo	3820 Richfield Road			Atheronton East bldg Apts.	
	Flint, MI 48506				
	Doug Peters				
	dpeters@flinthc.org				
	810-736-3134				
Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project
Demo 5580 Lancaster Rd. Croswell, MI 48422	City Hall	Croswell, MI	\$262,950.00	Demolition	93% Completed
	100 N. Howard Ave.			5580 Lancaster Rd.	
	Croswell, MI 48422			Croswell, MI 48422	
	Joseph Benjamin				
	jbenjamin@fveng.com				
	616-977-1000				
Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project
AA Lincoln High School	Ellwood City Area School District	Ellwood City, PA	\$722,900.00	Asbestos Abatement	10% Complete
501 Crescent Ave.	501 Crescent Ave.			Lincoln High School	Start Date 4/8/2025
Ellwood City, PA 16117	Ellwood City, PA 16117			501 Crescent Ave.	Estimated Completion
	Scott Korba			Ellwood City, PA 16117	6/1/2026
	info@novaenvsol.com				
	412-939-1622				
Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project
Demo CMU Northwest Apartments	Central Michigan University	Mount Pleasant, MI	\$2,658,570.00	Demolition	0% Complete
300 W. Bellows Street	1200 S. Franklin Street			Northwest Apartments	
Mount Pleasant, MI 48858	Mount Pleasant, MI 48859			300 W. Bellows St.	
	Conor Bradley			Mount Pleasant, MI 48858	
	cbradley@clarkcc.com				

COMPLETED PROJECTS



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Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project
Ball State University	Ball State University	Muncie, IN	\$3,390,360.00	Asbestos/Haz Abatement	Start 7/7/2022
Abestos/HazMat	2000 W. University (AD208)			& complete demolition	Completed 2023
Abatement and Complete	Muncie, IN 47306			LaFollete Complex & Site	
Demolition of LaFollete	Ryan Koenker			Restoration - EX 32,345 SF	75% Dore Workforce
Complex Phase 3	Phone: 765-285-5082			Asb Floor Tile 12,920 SF	
	rrkoenker@bsu.edu			Thermal Insulation, ect.	
				100,000 SF Bldg	
Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project
Asbestos Abatement &	City of Three Rivers	Three Rivers, MI	\$848,600.00	Asbestos Abatement &	Start - 7/2022
Complete Demolition	333 West Michigan			Demolition of 5 Story (approx. 55,000 SF Bldg(s) attached	Completed 4/2023
of Old Three Rivers	Three Rivers, MI 49093				Switched to ordered
Hospital	Contact: David A. Stegink, VP				Demo 9/2022
	Envirollogic Tech- Project				100% Dore Workforce
	Manager				
	269-615-1009				
	dstegink@fishbeck.com				
Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project
New Bloomington Demolition	Marion County	New Bloomington, OH	\$241,241.00	Ordered demolition of old	Start - 12/1/2022
115 N. Street	222 West Center Street			school building	100% Complete
	Marion, Ohio 43302				Completed - 1/20/2023
	Rich Fender, Regional Planning				25% Dore Workforce
	740-223-4140				

Completed

Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project
AA 720 Fuller Ave & Demo 1101 Ball Ave.	County of Kent	Grand Rapids, MI	\$498,800.00	Demolition of building and all other structures located at 720 Fuller Ave., & 1101 Ball Ave.	Start Date 12/6/2023
Grand Rapids, MI	300 Monroe Ave.			NE, Grand Rapids, MI 49503	Completion Date 1/31/24
	Grand Rapids, MI 49503				
	Calvin Brinks				
	purchasing@kentcountymtmi.gov				
	616-632-7720				
Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project
Demolition of Niles Theatre	Trumbull County	Niles, OH	\$340,800.00	Demo and AA of Niles Theatre	Start Date - 11-27-2023
42-46, 54-58	736 Mahoning Ave.			and connected buildings	
South Main St.	Warren, OH 44483				completion date 1/31/2024
Niles, OH	330-469-6828				
	Ashley Yuhasz				
	ashley@tnpwarren.org				
					100% Dore Workforce
Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project
Richland City Jail Interior	County of Richland	Mansfield, OH	\$262,705.00	Demolish Interior of Existing Jail	Start - 12/13/2021
Demolition	50 Park Ave. East			within the Courthouse & leave	Completed April 2022
	Mansfield, OH 44902-1896			workspace ready for future renovations	100% Complete
	Contact: Alvin J. Berger, PE				
	419-564-1644				95% Dore Workforce
	aberger@ajb-eng.com				
Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project
Demolition of the 1936 Girls	City of Cave Springs	Cave Springs, GA	\$147,100.00	Complete Demolition	Start - 1/19/2022
Dormitory - Former	10 Georgia Ave.			and Site Restoration of	Completed April 2022
GA School of the Deaf	Cave Springs, GA 30124			Former Girls Dormitory	100% Complete

Completed

	Contact: Joe Watkins, Architect email@carterwatkins.com						85% Dore Workforce
Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project		
Demolition of Two (2)	City of Bay City	Bay City, MI	\$21,600.00	Demolition of Two (2) Residential	State - 12/20/2021		
Residential Houses	Purchasing Office, Room 402 301 Washington Ave.			Houses - 2322 Fitzhugh & 1509 11th St.	Completed April 2022		
	Bay City, MI 48708				100% Complete		
	Contact: Susan Carmien				100% Dore Workforce		
	989-894-8115						
	scarmien@baycitymi.org						
Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project		
Demolition	Detroit Public Schools Community District	Detroit, MI	\$582,300.00	Building Demolition	3/3/2025		
PRMX Elementary School	Erich Watry				100% Dore Workforce		
	248-924-5092						
	ewatry@rockfordconstruction.com						
Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project		
Asbestos Abatement & Demolition	Commonwealth Charter Academy	Monongahela, PA	\$1,224,600.00	Asbestos Abatement and Demolition	4/17/23 -		
CCA Elem Sch	One Innovation Way			Elementary School	100% Dore Workforce		
1200 Chess Street	Harrisburg, PA 17110						
Monongahela, PA	Nick Rosky						
	412-438-4086						
	nick@shannol.com						
Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project		
Demolition of Vincetian Academy	NOVA Contracting & Environmental Services	Pittsburgh, PA	\$575,000.00	Demo and AA	Started October '23		
8100 Mcknight Rd.	4550 Mcknight Rd.			Vincetian Academy	In progress		
Pittsburgh, PA	Pittsburgh, PA 15237				Completion		
	Chris Sciulli				Spring '24		
	412-939-1622						

Completed

	novaesj@msn.com								
Demolition of former YMCA	City of Clinton, IA	Clinton, IA		\$426,000.00		Removal/Disposal of Structures		1/13/25 - 3/31/25	
480 S. Clinton St.	611 S. 3rd St.								
Clinton, IA 52732	Clinton, IA 52732							100% Dore Workforce	
	Jason Craft								
	563-244-3423								
Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project				
Demo Bob's Bar	Board of the County Road Commissioners, County of Bay, Michigan	Bay City, MI	\$33,900.00	Demolition	8/8/23				
509 N. Tuscola (M-15) Hampton Township	2600 East Beaver Rd.								
Bay City, MI 48708	Kawkawlin, MI 48631				100% Dore Workforce				
	Jim Lillo								
	989-686-4610								
	jlillo@baycoroad.org								
Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project				
Demo 2862 Stone School Rd.	Ann Arbor Public Schools	Ann Arbor, MI	\$176,300.00	Demolition	100% Dore workforce				
Ann Arbor, MI 48104	2555 South State Street			2862 Stone School Rd.					
	Ann Arbor, MI 48104			Ann Arbor, MI 48104					
	Steve Koop								
	skoop@clarkcc.com								
Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project				
Demolition of Central High	Champaign Unit 4 School District	Champaign, IL	\$654,930.00	Demolition of High School & 150'	7/15/2020 - 11/6/2020				
School	703 South New Street			Stack superstructure & foundation					
	Champaign, IL 61820			elements & restoration of ground surface	80% Dore Workforce				
	Cory Hoke								
	choke@osheabuilders.com								
	217-210-0174								
Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project				

Completed

Asbestos Abatement at Crowley & Mixter Elementary Schools	Lincoln Park Schools 1650 Champaign Lincoln Park, MI 48146 Ron Revoir (313) 363-0506 Ronald.Revoir@lpps.info	Lincoln Park, MI	\$1,089,450.00	Asbestos Abatement at Crowley & Mixter Schools	5/20/2020 - 8/7/2020 100% Dore Workforce
Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project
Demolition	Marquette Land Bank	Marquette, MI	\$582,300.00	Demolition	Start
Former National Mine School 800 County Rd.	234 W. Baraga Ave. Marquette, MI 49855			National Mine School	End - 12/31/24 100% Dore Workforce
Ishpeming, MI 49849	Anne Giroux agiroux@mqtc.org				
Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project
Demolition of 708 Duquense Blvd. Duquense, PA 15110	NOVA Contracting & Environmental Services 4550 McKnight Rd. Pittsburgh, PA 15237 Chris Sciulli novaesi@msn.com	Duquense, PA	\$284,300.00	Demolition	Start January 2023 100% Dore Workforce
Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project
AA & Demo Bishop Hall 1349 Cramer Circle Bid Rapids, MI 49307	Ferris State University 111 W. Knollview Big Rapids, MI 49307 Evan Misener 630-956-6254	Bid Rapids, MI	\$487,400.00	Asbestos Abatement & Demolition Bishop Hall 1349 Cramer Circle Bid Rapids, MI 49307	100% Complete
Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project
Demolition	City of Bay City	Bay City, MI	\$19,300.00	Demolition	Start
Wastewater Treatment Plant	301 Washington Ave. Bay City, MI 48708 Susan Carmien			WWTP Generator Replacement	End 100% Dore Workforce

	989-894-8115					
	scarmien@baycitymi.gov					
Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project	
AA Ryder Center 7400 Bay Rd.	Saginaw Valley State University 7400 Bay Rd.	Saginaw, MI	?	Asbestos Abatement Ryder Center	Starts 5/15/2024	
University Center, MI 48710	University Center, MI 48710			7400 Bay Rd.		
	Michael Pazdro			University Center, MI 48710		
	989-964-4841					
Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project	
INDUSTRY Detroit - Interior Selective Demolition	Makers Line, LLC	Detroit, MI	\$1,828,915.00	Interior Demolition of Multi-Store Building	May-21	
	3001 Brighten Blvd.				Complete	
	Denver, CO 80216				Phased Work	
	Emily Hayter				Estimated Completion	
	emily@makersline.com				July, 2023	
					100% Dore Workforce	
Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project	
City of Akron - 655 Broadway	City of Akron (OH)	Akron, OH	\$221,700	Asbestos Abatement and	August 2023 to	
Demolition Project	166 S. High Street			Demolition	October 2023	
	Akron, OH 44308					
	Victor Botosan, Operations Support				25% Dore Workforce	
	City of Akron (OH)					
	330-375-2355					
	akronengineering@akronohio.gov					
Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project	
Commonwealth Charter	Commonwealth Charter	Monongahela, PA	\$1,534,153	Asbestos Abatement in old elementary school and demolition	Start - 4/17/23	
Academy	Academy				10% complete	
Asbestos Abatement and Demolition	One Innovation Way Harrisburg, PA 17110			of one of the buildings onsite Univ Waste also present	Estimated Completion of	
					7/31/2023	

	Nick Rosky, Project Manager					
	Shannon Construction					100% Dore Workforce
	412-977-6231					
	nick@shannon1.com					
Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project	
Clinton, IA - 212 4th Ave. Demo	City of Clinton (Iowa)	Clinton, IA	\$195,700	Demolition of old pool hall	Start - 4/30/23	
	611 S. 3rd Street				Estimated Completion	
	Clinton, IA 52732				6/30/2023	
	City of Clinton - Eng. Dept.					
	Leah Woods					
	563.244.3423				100% Dore Workforce	
	leahwoods@cityofclintoniowa.us					
Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project	
Main Street, Greenville	City of Greenville	Greenville, PA	\$238,290.00	Demolition of old store-front	98% Complete	
Demolitions	125 Main St.			buildings; weather-proof of adjoining wall not demolished	May, 2023 (seeding/grading)	
132 & 173-175 Main St.	Greenville, PA 16125					
	Kevin Creagh, Engineer				85% Dore Workforce	
	KLH Engineers, Inc.					
	(412) 494-0510					
	kcreagh@klhengineers.com					
Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project	
City of Midland Currie Stadium Demolition	City of Midland	Midland, MI	\$83,000.00	Complete demolition of old stadium; salvage of cement pillars	Start - 11/10/2022	
1300 W. Main St.	333 W. Ellsworth St.					
	Midland, MI 48640					
	Tyler Abbs, Facilities Manager				Estimated Completion	
	989-837-3370				May, 2023 (seeding/grading)	
	tabbs@midland-mi.org				100% Dore Workforce	
Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project	

Completed

Demolition	Vanlandingham Carol J	Bay City, MI	\$16,800.00	Demolition	Start - 4/30/2023
2683 Royal Oak Dr.	611 S. 3rd Street				Estimated Completion
Bay City, MI 48707	Clinton, IA 52732				6/30/2023
	David Degrow				
	989-684-7203				
	dave@degrow.com				100% Dore Workforce
Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project
Asbestos Abatement	Kraemer North America	Bay City, MI	?	AA Independence Bridge	Start March 2023
Independence Bridge					100% Dore Workforce
	Brent Freeman / Kevin Kruger				
	bfreeman@kraemerna.com				
	kevin.kruger@gcinc.com				
	608-434-4713				
Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project
Asbestos Abatement &	Rock County Courthouse	Janesville, WI	\$424,600.00	Asbestos Abatement &	Start 2024
Demolition of Rock County	Purchasing			Demolition of Rock County	
Jail & LES	51 South Main St.			Jail & LES	% Complete
	Janesville, WI 53545			Complete Removal of	
	Ben Bobzien, PM			Pinehurst Bldg.	Completion
	JP Cullen - General Contractor			Sanitorium - ACM/Haz.	
	608-751-8733			Mat. - Rock County Jail &	
	ben.bobzien@jpcullen.com			LES	
Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project
Centerline Public School	Centerline Public Schools	Center Line, MI	\$243,258.00	Asbestos Abatement &	Start 9/2022
Asbestos Abatement &	Administration Building			Demolition of Central Office	
Selective Demolition at	26400 Arsenal				95% Complete
Central Office	Center Line, MI 48015				Estimated Completion
	Kara & Tyler Lenling				2024
	Consultant - TEK Environmental				
	Phone: 734-878-5588				100% Dore Workforce
	tyler@tekenvironmental.com				
	kara@tekenvironmental.com				

Completed

Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project
Asbestos Abatement	Mechanicsburg Area School	Mechanicsburg, PA	\$407,623.00	Asbestos Abatement at	Start 6/28/2022
Mechanicsburg Area	District			Mechanicsburg Area High	
High School	600 South Norway St., 2nd Fl			School	80% Complete
	Mechanicsburg, PA 17055				Full Completion - 2024
	J. Brian Haines, AIA, LEED AP				
	Crabtree, Rohrbaugh & Assoc.				100% Dore Workforce
	Architects				
	717-458-0272				
	BHaines@cra-architects.com				
Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project
AA Potter Elementary School	Flint Community Schools	Flint, MI	\$493,600.00	AA removal	Start Date - 11-20-2023
2500 N. Averill Ave.	923 E. Kearsley St.				Phased job
Flint, MI	Flint, MI 48503				completion date
	Roosevelt Austin III				1/31/2024
	rosev@archenvgroup.com				
	248-426-0165				
Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project
Roscommon Range	DTMB, state of Michigan	St. Helen, MI	\$84,700.00	Contract #Y24002	September-
Demo and AA	Brian Watkins			Demo, AA and UST	November 2023
	PO Box 30026			Removal	Complete
	Lansing, MI 48821				
	517-242-7882				100% Dore Workforce
	watkinsb1@michigan.gov				
Project Name	Reference Contact Info	Location	Contract Amount	Description of Project	Duration of Project
Former First Merit Plaza	Redevelopment Building Authority of Lawrence County	New Castle, PA	\$624,600.00	Demo and Abate Former First Merit Plaza	start 9/18/2023
Demo AA	400 Court St.			5 story bldg with basement	100% Complete
	New Castle, PA				Phased work
	Amy McKinney				Estimated completion
	amckinney@lawrencecountypa.gov				April, 2024

WARREN DDA

DDA LIST OF BILLS

10/1/2025

Required Formal Approval of the Following:

PAYEE	Vendor Number	DATE OF INVOICE	GL Account #	AMOUNT	Invoice #	PO#	DETAILS
SCHEMA ROOFING & SHEET	004404	8/31/2025	494-9494-97400	7,125.00	2343064	2632158	ROOF REPAIRS AT 29901 CIVIC CENTER BLVD.
PRESIDIO NETWORKED SOLUTIONS	004951	07/07/2025, 07/21/2025 & 09/15/2025	494-9494-97400 & 494-0000-09493	6,684.06	6013525004730, 6013525004951 & 6023425003194	2530361 & 2529962	WCC WIFI FURNISH AND INSTALL VOICE AND DATA SYSTEM AT FIRE STATIONS 1 & 5
HUBBELL, ROTH & CLARK, INC	009737	9/9/2025	494-0000-09493	31,723.98	0224919, 226373, 228373, 228355 & 229250	NON-PO	FIRE STATION 5 TRAFFIC SIGNAL CITY BUILDINGS ADA COMPLIANCE PRIORITY 1
LANDSCAPE SERVICE INC	013336	8/20/2025	494-9494-80100	11,168.00	242388, 242382 & 242383	2632427	LANDSCAPE SERVICES
IGNITED LIGHT AND SOUND	013751	8/12/2025	494-9494-80100	16,000.00	8122025	2632164	STAGE, LIGHT, AND SOUND FOR WARREN BDAY BASH
PLANTERRA CORPORATION	017360	9/1/2025	494-9494-80100	373.68	32654	2632262	STANDARD HORTICULTURE SERVICES
G2 CONSULTING SERVICES	017963	9/10/2025 & 9/23/2025	494-9494-80100 & 494-0000-09493	10,016.58	252448, 252115, & 251816	NON-PO	GEOTECHNICAL TESTING (29901 CIVIC CENTER BLVD) MATERIAL TESTING (23211 VAN DYKE)
BRIVAR CONSTRUCTION COMPANY	019289	8/31/2025	494-9494-97400	212,437.20	INV# ITB-W-0912 #24	NON-PO	FIRE STATION 1 & 5 - Payment No. 24
MACQUEEN	019467	9/12/2025	494-0000-09493	39,000.00	P54646	2529671	WASHERS AND EXTRACTORS
MERCURY SOUND AND LIGHTING INC	019837	4/9/2025	494-9494-97400	20,229.68	25-32511-D	2530953	TV PURCHASE AND INSTALL FOR FS 1 & 5
CITY OF WARREN	-	9/5/2025	-	397,802.03	DDA0625	NON-PO	REIMBURSABLE EXPENSES: JANUARY - JUNE 2025
TOTAL:				<u>752,560.21</u>			

004404

Schena Roofing and Sheet Metal
28299 Kehrig Drive
Chesterfield, MI 48047
586-949-4777



INVOICE

City of Warren DDA
Purchasing Department
One City Square - Suite 425
Warren, MI 48093

DATE 08/31/2025
DUE DATE 09/30/2025
INVOICE # 2343064
PO# 2632158

PROPERTY:
Warren Racquetball Club
29901 Civic Center Blvd.
Warren, MI 48092

DESCRIPTION	AMOUNT
8/20/2025, 8/21/2025 & 8/22/2025: Performed roofing work as quoted	\$7,125.00

BALANCE DUE \$7,125.00
Please make all checks payable to:
**Schena Roofing and Sheet Metal Co.,
Inc.**

PAYMENT DUE WITHIN 30 DAYS OF INVOICE DATE
* WE ACCEPT ALL MAJOR CREDIT CARDS *

494-9494-97400

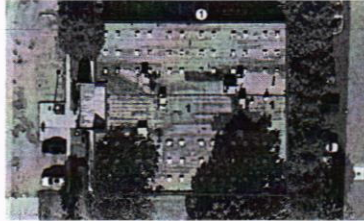
If you have any questions about this invoice, please contact
Dawn Licavoli at dlicavoli@schenarroofing.com
Thank you for your business.

ITB-W-0529



Property:
Warren Racquetball Club
29901 Civic Center Blvd.
Warren, MI 48092

INVOICE # 2343064
PO#: 2632158
City of Warren
Purchasing Department
One City Square - Suite 425
Warren, MI 48093



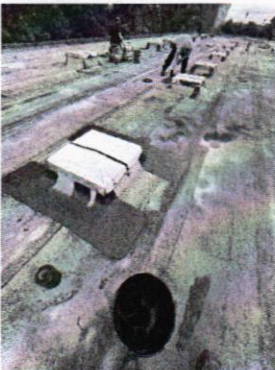
Distributed By: Schena Roofing and Sheet Metal
Date dispatched: 07/29/2025
Time dispatched: 09:54 AM EST

1 Problem:
Previous Repair Failure



Existing previous repairs failing due to age or improper repair.

1 Corrective Action:



1. Remove all debris from roof as necessary
2. Identify failing previously repaired areas
3. Perform necessary repairs to failed repaired areas using roof cement and nylon membrane
4. Perform general maintenance throughout the roof system to help prevent leak issues
5. Remove all project related debris and dispose of

The following is a cost breakdown for the T&M repairs

Labor: \$4,260.00
Material: \$1,095.00
Truck/Fuel: \$250.00
O.H.P: \$1,520.00

Grand Total: \$7,125.00

Schena Roofing and Sheet Metal - 28299 Kehrig Drive Chesterfield, MI 48047
p: 586-949-4777 f: 586-949-8080
www.schenaroofing.com



Property:
Warren Racquetball Club
29901 Civic Center Blvd.
Warren, MI 48092

INVOICE # 2343064
PO#: 2632158
City of Warren
Purchasing Department
One City Square - Suite 425
Warren, MI 48093

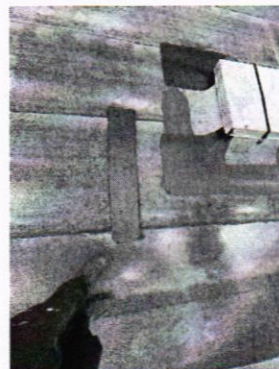


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Date dispatched: 07/29/2025
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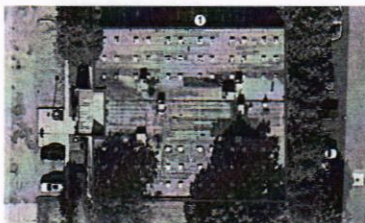
2 Corrective Action:





Property:
Warren Racquetball Club
29901 Civic Center Blvd.
Warren, MI 48092

INVOICE # 2343064
PO#: 2632158
City of Warren
Purchasing Department
One City Square - Suite 425
Warren, MI 48093

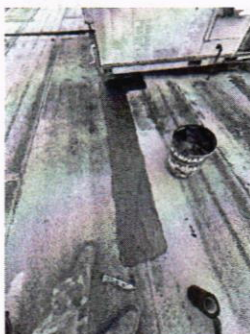


Distributed By: Schena Roofing and Sheet Metal
Date dispatched: 07/29/2025
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3 Problem:



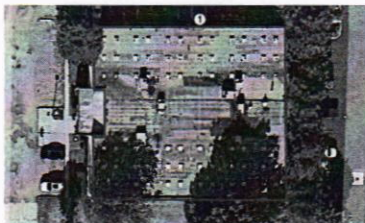
3 Corrective Action:





Property:
Warren Racquetball Club
29901 Civic Center Blvd.
Warren, MI 48092

INVOICE # 2343064
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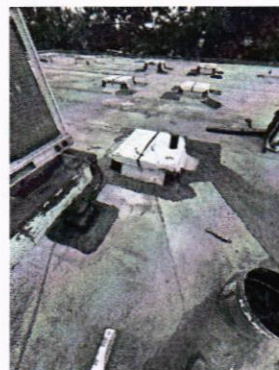
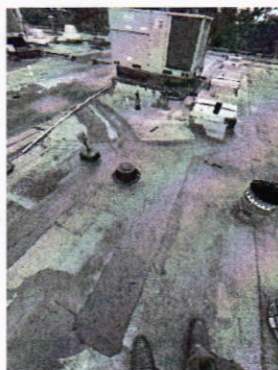


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4 Problem:



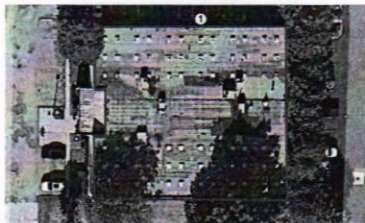
4 Corrective Action:





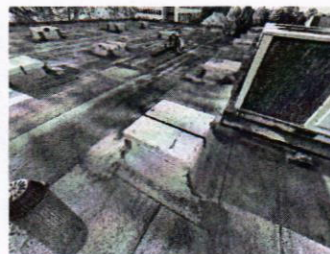
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5 Problem:



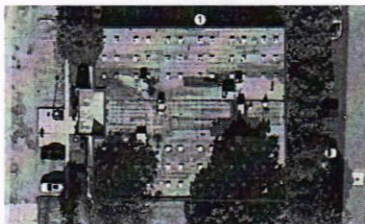
5 Corrective Action:





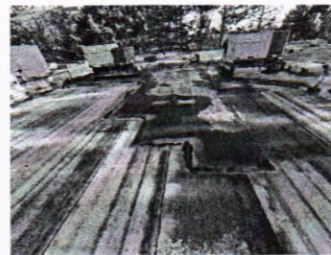
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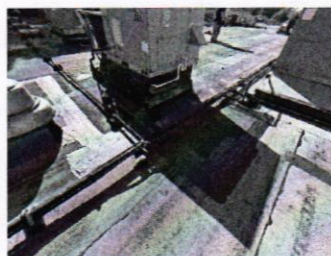


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Date dispatched: 07/29/2025
Time dispatched: 09:54 AM EST

6 Problem:



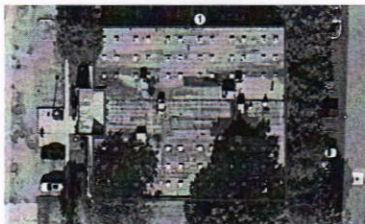
6 Corrective Action:





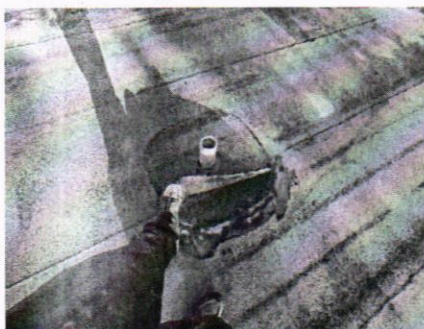
Property:
Warren Racquetball Club
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Distributed By: Schena Roofing and Sheet Metal
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7 Problem:



7 Corrective Action:





Property:
Warren Racquetball Club
29901 Civic Center Blvd.
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One City Square - Suite 425
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Distributed By: Schena Roofing and Sheet Metal
Date dispatched: 07/29/2025
Time dispatched: 09:54 AM EST

8 Problem:



8 Corrective Action:



PRESIDIO

Presidio Networked Solutions Group, LLC
 EIN: 76-0515249, DUNS: 15-405-0959
 For questions on this invoice please call:
 Dugini Kranthi Kumar
 (p) +1.781.970.6490, (f)
 dkranthikumar@presidio.com

004951
 Please send payments
 made payable to:
 Presidio Networked Solutions Group, LLC
 PO Box 677638
 Dallas, TX 75267-7638
 Wire or ACH Payments:
 PNC Bank
 Acct: 8616159745 / ABA 031000053
 Remit: remittanceadvice@presidio.com

INVOICE: 6013525004730

DATE: 7/7/2025

PAGE: 1 of 1

BILL TO: City of Warren
 Michelle Patterson
 Attn Payables
 One City Square, Suite 425, Purchasing
 Warren, MI 48093

DDA

SHIP TO: City of Warren - Information Systems
 Laura Wilson
 One City Square
 Suite 435
 Warren, MI 48093

Customer #: CITYW005
Account Manager: Cassie Damer
Payment Terms: Net 30
Title: City of Warren - Com Ctr Brackets & Cages
Comments: Please make sure these emails are emailed to Michelle Patterson
 mpatterson@cityofwarren.org and Laura Wilson lwilson@cityofwarren.org

Customer PO#: 2530361
Order #: 3002552500107
Quote #: 2003025001679-03
Contract Vehicle: *Open Market

Part #	Description	Unit Price	Qty Ordered	Qty Shipped	Tax	Extended Price
V12106KC-8.5-T	NEMA Enclosure with Clear Door, Key Lock, 12 x 10 x 6 in.	\$301.130	3.000	3.000	\$0.00	\$903.39

No return merchandise accepted without prior Return Authorization.
 All returns subject to a 20% restocking fee.
 If not billed on this invoice, all taxes are to be paid by the buyer.
 Past due balances are subject to 1.5% per month finance charge.
 GST/HST# 75468 2292 RT0001
 Delivery of software licenses and software maintenance are agreed to be accepted in electronic form.

Sub Total:	\$903.39
Miscellaneous:	\$0.00
Shipping & Handling:	\$0.00
Tax:	\$0.00
Grand Total:	\$903.39

Discrepancies must be reported within 5 days of receipt of shipment or shipment will be considered complete.

494-9494-97400

PRESIDIO

Presidio Networked Solutions Group, LLC
 EIN: 76-0515249, DUNS: 15-405-0959
 For questions on this invoice please call:
 Dugini Kranthi Kumar
 (p) +1.781.970.6490, (f)
 dkranthikumar@presidio.com

004951
 Please send payments
 made payable to:

Presidio Networked Solutions Group, LLC
 PO Box 677638
 Dallas, TX 75267-7638

Wire or ACH Payments:
 PNC Bank
 Acct: 8616159745 / ABA 031000053
 Remit: remittanceadvice@presidio.com

INVOICE: 6013525004951

DATE: 7/21/2025

PAGE: 1 of 1

BILL TO: City of Warren
 Michelle Patterson
 Attn Payables
 One City Square, Suite 425, Purchasing
 Warren, MI 48093

DDA

SHIP TO: City of Warren - Information Systems
 Laura Wilson
 One City Square
 Suite 435
 Warren, MI 48093

Customer #: CITYW005
Account Manager: Cassie Damer
Payment Terms: Net 30
Title: City of Warren - Fire Dept - Juniper T Grid Adapters
Comments: Please make sure these emails are emailed to Michelle Patterson
 mpatterson@cityofwarren.org and Laura Wilson lwilson@cityofwarren.org

Customer PO#: 2529962
Order #: 3002552500140
Quote #: 2003025001913-01
Contract Vehicle: *Open Market

Part #	Description	Unit Price	Qty Ordered	Qty Shipped	Tax	Extended Price
APBR-ADP-RT15	BRACKET ADAPTOR RECESSED 15/16 USED WITH APBR-U INDR AP	\$6.210	33.0	33.0	\$0.00	\$204.93

No return merchandise accepted without prior Return Authorization.
 All returns subject to a 20% restocking fee.
 If not billed on this invoice, all taxes are to be paid by the buyer.
 Past due balances are subject to 1.5% per month finance charge.
 GST/HST# 75468 2292 RT0001
 Delivery of software licenses and software maintenance are agreed to be accepted in electronic form.

Sub Total:	\$204.93
Miscellaneous:	\$0.00
Shipping & Handling:	\$0.00
Tax:	\$0.00
Grand Total:	\$204.93

Discrepancies must be reported within 5 days of receipt of shipment or shipment will be considered complete.

494-0000-09493

604951

PRESIDIO™

Presidio Networked Solutions Group, LLC
 EIN: 76-0515249, DUNS: 15-405-0959
 For questions on this invoice please call:
 Dugini Kranthi Kumar
 (p) +1.781.970.6490, (f)
 dkranthikumar@presidio.com

Please send payments
 made payable to:
 Presidio Networked Solutions Group, LLC
 PO Box 677638
 Dallas, TX 75267-7638
 Wire or ACH Payments:
 PNC Bank
 Acct: 8616159745 / ABA 031000053
 Remit: remittanceadvice@presidio.com

INVOICE: 6023425003194

DATE: 9/15/2025

PAGE: 1 of 1

BILL TO: City of Warren
 Michelle Patterson
 Attn Payables
 One City Square, Suite 425, Purchasing
 Warren, MI 48093

DDA

WORK LOCATION: City of Warren
 Laura Wilson
 Community Center
 5460 Arden Ave
 Warren, MI 48092

Customer #: CITYW005
Account Manager: Cassie Damer
Payment Terms: NET45
Title: CITYW005 City of Warren - Community Center Juniper MIST Deployment
 (3002552500023) [FF]
Comments: 3002552500023

Customer PO#: 2530361
Order #: 3002552500023
Quote #: 2003025001249-01

Fixed Fee

Description	Amount
Project Complete	\$5,575.74

Total: \$5,575.74

Subtotal:	\$5,575.74
MICHIGAN, STATE OF Taxes	\$0.00
Amount Due:	\$5,575.74

494-9494-97400

**WARREN**

Engineering Division Payment Request

Date: September 9, 2025

To: Downtown Development Authority

From: Engineering Division

Re: Payment No. 24 DocusignContract: RFP-W-0592 Professional Engineering ServicesInvoice # 224919Improvement: Fire Station 5 Traffic SignalActivity: Design (approved 1/9/24)

Payee: Hubbell, Roth & Clark, Inc.

P.O. Box 824

Bloomfield Hills, MI 48303-0824

	This Project	Total Contract
Original Contract Amount (approved 11/18/23)	\$ 20,277.00	
Contract Renewal - No Current Cap		
Current Amended Contract Amount		
Amount this Billing	\$ 319.45	\$ 319.45
Previously Approved Work to Date	\$ 9,024.70	\$ 255,987.56
Total Work Performed as of: 02/01/25	\$ 9,344.15	\$ 256,307.01

Total Amount Due this Payment

\$ 319.45

Chargeable to:	DDA	494-0000493	100.00%	\$	319.45
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Chargeable to:		0.00%	\$	-
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Prepared By:

Signed by:

ACCD698732C34E6...

Ron Gayta

Office Coordinator

Approved for Payment:

DocuSigned by:

874B09CBFD6E4E8...

Mark Knapp

Assistant Controller

cc: Payee



HUBBELL, ROTH & CLARK, INC.
CONSULTING ENGINEERS
PO BOX 824
BLOOMFIELD HILLS, MICHIGAN 48303-0824
(248) 454-6300

February 20, 2025
Project No: 20230847.07
Invoice No: 0224919

CITY OF WARREN
ENGINEERING DIVISION
ONE CITY SQUARE
SUITE 300
WARREN, MI 48093

ATTN: TINA GAPSHES, P.E., CITY ENGINEER

CITY OF WARREN FIRE STATION 5 TRAFFIC SIGNAL
PLANS AND SPECIFICATIONS

Professional Services for period ending February 1, 2025

Professional Personnel

	Hours	Rate	Amount	
Licensed Architect/Engineer/Surveyor	2.50	127.78	319.45	
Totals	2.50		319.45	
Total Labor				319.45
Billing Limits	Current	Prior	To-Date	
Total Billings	319.45	9,024.70	9,344.15	
Limit			20,276.98	
Remaining			10,932.83	
		Total Due this Invoice		\$319.45



Engineering Division Payment Request

Date: September 9, 2025

To: Mark Knapp, Assistant City Controller

From: Engineering Division

Re: Payment No. 25 DocuSign

Contract: RFP-W-0592 Professional Engineering Services

Invoice # 226373

Improvement: Fire Station 5 Traffic Signal

Activity: Design (approved 1/9/24)

Payee: Hubbell, Roth & Clark, Inc.

P.O. Box 824

Bloomfield Hills, MI 48303-0824

	This Project	Total Contract
Original Contract Amount (approved 11/18/23)	\$ 20,277.00	
Contract Renewal - No Current Cap		
Current Amended Contract Amount		
Amount this Billing	\$ 842.19	\$ 842.19
Previously Approved Work to Date	\$ 9,344.15	\$ 256,307.01
Total Work Performed as of: 03/29/25	\$ 10,186.34	\$ 257,149.20

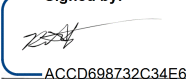
Total Amount Due this Payment \$ 842.19

Chargeable to:	DDA	494-0000493	100.00%	\$	842.19
----------------	-----	-------------	---------	----	--------

Chargeable to:			0.00%	\$	-
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Prepared By:

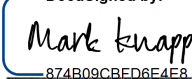
Signed by:


ACCD698732C34E6

Ron Gayta
Office Coordinator

Approved for Payment:

DocuSigned by:


874B09CBED6E4E8

Mark Knapp
Assistant Controller

cc: Payee



HUBBELL, ROTH & CLARK, INC.
CONSULTING ENGINEERS
PO BOX 824
BLOOMFIELD HILLS, MICHIGAN 48303-0824
(248) 454-6300

April 14, 2025

Project No: 20230847.07

Invoice No: 0226373

CITY OF WARREN
ENGINEERING DIVISION
ONE CITY SQUARE
SUITE 300
WARREN, MI 48093

ATTN: TINA GAPSHES, P.E., CITY ENGINEER

CITY OF WARREN FIRE STATION 5 TRAFFIC SIGNAL
PLANS AND SPECIFICATIONS

Professional Services for period ending March 29, 2025

Professional Personnel

	Hours	Rate	Amount	
Licensed Architect/Engineer/Surveyor	3.50	127.78	447.23	
Graduate Architect/Engineer/Surveyor	4.00	98.74	394.96	
Totals	7.50		842.19	
Total Labor				842.19

Billing Limits

	Current	Prior	To-Date
Total Billings	842.19	9,344.15	10,186.34
Limit			20,276.98
Remaining			10,090.64

Total Due this Invoice \$842.19



Engineering Division Payment Request

Date: September 9, 2025

To: Downtown Development Authority

From: Engineering Division

Re: Payment No. 43
 Contract: RFP-W-0592 Professional Engineering Services
 Invoice # 228373
 Improvement: City Buildings ADA Compliance Priority 1
 Activity: Design (DDA approved 6/5/24)

Payee: Hubbell, Roth & Clark, Inc.
 P.O. Box 824
 Bloomfield Hills, MI 48303-0824

	This Project	Total Contract
Original Contract Amount (approved 11/18/23)	\$ 74,747.00	
Contract Renewal - No Current Cap		
Current Amended Contract Amount		
Amount this Billing	\$ 26,161.45	\$ 26,161.45
Previously Approved Work to Date	\$ 18,686.75	\$ 551,973.71
Total Work Performed as of: 05/24/25	\$ 44,848.20	\$ 578,135.16

Total Amount Due this Payment \$ 26,161.45

Chargeable to:	DDA	494-9494-97400	100.00%	\$	26,161.45
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Chargeable to:			0.00%	\$	-
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Prepared By:

Signed by:

ACCD698732C34E6...

Ron Gayta
Office Coordinator

Approved for Payment:

DocuSigned by:

874B00CBFD6E4E8...

Mark Knapp
Assistant Controller

cc: Payee



HUBBELL, ROTH & CLARK, INC.
CONSULTING ENGINEERS
PO BOX 824
BLOOMFIELD HILLS, MICHIGAN 48303-0824
(248) 454-6300

June 25, 2025

Project No: 20210787.21

Invoice No: 0228373

CITY OF WARREN
ENGINEERING DIVISION
ONE CITY SQUARE
SUITE 300
WARREN, MI 48093

ATTN: TINA GAPSHES, P.E., CITY ENGINEER

ACCESSIBILITY PLAN ADA COMPLIANCE CITY PROPERTIES
ADA PROJECTS DESIGN

Professional Services for period ending May 24, 2025

Task	Construction Cost	Fee %	Fee
Community Center	593,000	5.10%	30,243.00
Civic Center South	26,000	9.94%	2,584.40
City Hall	23,000	9.94%	2,286.20
Police Headquarters	106,000	9.54%	10,112.40
Owen Jax Rec Center	557,000	5.30%	29,521.00

Total Fee	\$74,747.00
Percent Complete	60.00%

Total Earned	\$44,848.20
Previous Fee Billing	\$18,686.75
Current Fee Billing	\$26,161.45

Total Due this Invoice	\$26,161.45
-------------------------------	--------------------

Date 09/18/2023
Time 10:45:57

MACOMB COUNTY DEPARTMENT OF ROADS
AR - Construction Invoice Detail for - AUG
Bill Thru - 08/31/2023

Page 61 of 141
kecken

Invoice 918872 Invoice 09/18/2023

Work Order: 01938E Dequindre Road - 696 to

Type	Reference Number	Description	Quantity	Cost	Amount	Date
Contractor	010743	Florence Cement Co.	EST15 2022PP		178,455.73	08/15/2023

Contractor Total 178,455.73

Work Type Total 178,455.73

Work Order Total 178,455.73

0001	Macomb County Dept of Roads	Non-Billable	50.00	89,227.86
0045	City of Warren	Billable	50.00	89,227.87
Total Billable:			89,227.87	
Total Non-Billable:			89,227.86	



Certificate Of Completion

Envelope Id: 2F801359-C5D6-49B5-92E8-05BD4F5576DC	Status: Completed
Subject: Revised HRC Pay 43 ADA Compliance Invoice 228373.pdf	
Source Envelope:	
Document Pages: 3	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Ronald Gayta
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	1 City Sq Ste 215
	Warren, MI 48093
	rgayta@cityofwarren.org
	IP Address: 24.127.1.78

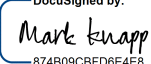
Record Tracking

Status: Original	Holder: Ronald Gayta	Location: DocuSign
9/9/2025 1:51:49 PM	rgayta@cityofwarren.org	

Signer Events	Signature	Timestamp
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Ronald Gayta	Signed by:  ACCD698732C34E6...	Sent: 9/9/2025 1:54:10 PM
rgayta@cityofwarren.org		Viewed: 9/9/2025 1:54:22 PM
Office Coordinator		Signed: 9/9/2025 1:54:28 PM
City of Warren		
Security Level: Email, Account Authentication (None)	Signature Adoption: Drawn on Device Using IP Address: 24.127.1.78	

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Mark Knapp	DocuSigned by:  874B09CBFD6E4E8...	Sent: 9/9/2025 1:54:29 PM
mknapp@cityofwarren.org		Viewed: 9/9/2025 2:21:57 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 24.127.1.78	Signed: 9/9/2025 2:22:04 PM

Electronic Record and Signature Disclosure:
Accepted: 10/28/2024 11:33:44 AM
ID: ad8e7931-ee2f-4d16-8659-80e09745af2b

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Tiffany Nawrocki	COPIED	Sent: 9/9/2025 2:22:05 PM
tnawrocki@cityofwarren.org		
DDA/TIFA Assistant		
City of Warren		
Security Level: Email, Account Authentication (None)		

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/9/2025 1:54:10 PM
Certified Delivered	Security Checked	9/9/2025 2:21:57 PM
Signing Complete	Security Checked	9/9/2025 2:22:04 PM
Completed	Security Checked	9/9/2025 2:22:05 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Warren:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: dclark@cityofwarren.org

To advise City of Warren of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at dclark@cityofwarren.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Warren

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to dclark@cityofwarren.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Warren

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to dclark@cityofwarren.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Warren as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Warren during the course of your relationship with City of Warren.



Engineering Division Payment Request

Date: September 9, 2025

To: Mark Knapp, Assistant City Controller

From: Engineering Division

Re: Payment No. 45 Docusign

Contract: RFP-W-0592 Professional Engineering Services

Invoice # 228355

Improvement: Fire Station 5 Traffic Signal

Activity: Design (approved 1/9/24)

Payee: Hubbell, Roth & Clark, Inc.

P.O. Box 824

Bloomfield Hills, MI 48303-0824

	This Project	Total Contract
Original Contract Amount (approved 11/18/23)	\$ 20,277.00	
Contract Renewal - No Current Cap		
Current Amended Contract Amount		
Amount this Billing	\$ 3,728.65	\$ 3,728.65
Previously Approved Work to Date	\$ 10,186.34	\$ 608,447.66
Total Work Performed as of: 05/24/25	\$ 13,914.99	\$ 612,176.31

Total Amount Due this Payment

\$ 3,728.65

Chargeable to:	DDA	494-0000493	100.00%	\$ 3,728.65
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Chargeable to:		0.00%	\$ -
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Prepared By:

Signed by:

ACCD698732C34E6...

Ron Gayta

Office Coordinator

Approved for Payment:

DocuSigned by:

874B99GBFD6E4E8...

Mark Knapp

Assistant Controller

cc: Payee



HUBBELL, ROTH & CLARK, INC.
CONSULTING ENGINEERS
PO BOX 824
BLOOMFIELD HILLS, MICHIGAN 48303-0824
(248) 454-6300

June 25, 2025

Project No: 20230847.07

Invoice No: 0228355

CITY OF WARREN
ENGINEERING DIVISION
ONE CITY SQUARE
SUITE 300
WARREN, MI 48093

ATTN: TINA GAPSHES, P.E., CITY ENGINEER

CITY OF WARREN FIRE STATION 5 TRAFFIC SIGNAL
PLANS AND SPECIFICATIONS

Professional Services for period ending May 24, 2025

Professional Personnel

	Hours	Rate	Amount	
Sr. Licensed Architect/Engineer/Surveyor	4.00	161.12	644.48	
Licensed Architect/Engineer/Surveyor	2.50	127.78	319.45	
Architect/Eng/Surveyor Aide (Designer)	28.00	98.74	2,764.72	
Totals	34.50		3,728.65	
Total Labor				3,728.65

Billing Limits	Current	Prior	To-Date	
Total Billings	3,728.65	10,186.34	13,914.99	
Limit			20,276.98	
Remaining			6,361.99	
		Total Due this Invoice		\$3,728.65



Engineering Division Payment Request

Date: September 9, 2025

To: Mark Knapp, Assistant City Controller

From: Engineering Division

Re: Payment No. 46 Docusign

Contract: RFP-W-0592 Professional Engineering Services

Invoice # 229250

Improvement: Fire Station 5 Traffic Signal

Activity: Design (approved 1/9/24)

Payee: Hubbell, Roth & Clark, Inc.

P.O. Box 824

Bloomfield Hills, MI 48303-0824

	This Project	Total Contract
Original Contract Amount (approved 11/18/23)	\$ 20,277.00	
Contract Renewal - No Current Cap		
Current Amended Contract Amount		
Amount this Billing	\$ 672.24	\$ 672.24
Previously Approved Work to Date	\$ 13,914.99	\$ 612,176.31
Total Work Performed as of: 06/30/25	\$ 14,587.23	\$ 612,848.55

Total Amount Due this Payment \$ 672.24

Chargeable to:	DDA	494-0000493	100.00%	\$ 672.24
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Chargeable to:	0.00%	\$ -
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Prepared By:

Signed by:

ACGD698732C34E6...

Ron Gayta

Office Coordinator

Approved for Payment:

DocuSigned by:

874B09CDBF6E4E8...

Mark Knapp

Assistant Controller

cc: Payee



HUBBELL, ROTH & CLARK, INC.
CONSULTING ENGINEERS
PO BOX 824
BLOOMFIELD HILLS, MICHIGAN 48303-0824
(248) 454-6300

July 21, 2025

Project No: 20230847.07

Invoice No: 0229250

CITY OF WARREN
ENGINEERING DIVISION
ONE CITY SQUARE
SUITE 300
WARREN, MI 48093

ATTN: TINA GAPSHES, P.E., CITY ENGINEER

CITY OF WARREN FIRE STATION 5 TRAFFIC SIGNAL
PLANS AND SPECIFICATIONS

Professional Services for period ending June 30, 2025

Professional Personnel

	Hours	Rate	Amount	
Sr. Licensed Architect/Engineer/Surveyor	5.00	161.12	672.24	
Totals	5.00		672.24	
Total Labor				672.24
Billing Limits	Current	Prior	To-Date	
Total Billings	672.24	13,914.99	14,587.23	
Limit			20,276.98	
Remaining			5,689.75	
		Total Due this Invoice		\$672.24

013336

Page

1

LANDSCAPE SERVICES, INC.

22932 Rasch
Clinton Township, MI 48035

Phone 586-741-5296 Fax 586-741-4600
www.lsimichigan.com

DDA

PO#2632427

CITY OF WARREN - DDA - COMMUNITY CENTER

PO-2528572 chakeem@cityofwarren.o
ONE CITY SQUARE, 4TH FLOOR
WARREN, MI 48093

Invoice

Invoice #	Account No.
242388	13630
Date	Due Date
09/01/25	09/08/25
Invoice Total:	Paid Amt 0.00
\$2,618.00	Total Due: 2618.00

REMIT TO: LANDSCAPE SERVICES, INC.

994-9494-80100

Services Rendered At: CITY OF WARREN - DDA - COMMUNITY CENTER
ONE CITY SQUARE, 4TH FLOOR
WARREN MI 48093

Date	Description	Amount
08/07/25	Bed Maintenance August Warren Community Center 5460 Arden Ave. Warren, MI	1,134.00
08/07/25	Herbicide Application August Warren Community Center 5460 Arden Ave. Warren, MI	350.00
08/20/25	Bed Maintenance August Warren Community Center 5460 Arden Ave. Warren, MI	1,134.00

Sub Total:	2,618.00
Tax:	0.00
Invoice Total:	\$2,618.00

Message:

You now have the option to pay invoices online at
www.lsimichigan.com - Look for PAY NOW button.
Please include acct. number when paying by check.

013736

Page

1

LANDSCAPE SERVICES, INC.

22932 Rasch
Clinton Township, MI 48035

Phone 586-741-5296 Fax 586-741-4600
www.lsimichigan.com

DDA

PO# 2632427

CITY OF WARREN - DDA - CITY HALL & CIVIC...

PO 2528572 chakeem@cityofwarren.o
ONE CITY SQUARE, 4TH FLOOR
WARREN, MI 48093

Invoice

Invoice #	Account No.
242382	13390
Date	Due Date
09/01/25	09/08/25
Invoice Total:	Paid Amt 0.00
\$6,738.00	Total Due: 6738.00

REMIT TO: LANDSCAPE SERVICES, INC.

494-9494-80100

ITB-W-0303

Services Rendered At: CITY OF WARREN - DDA - CITY HALL & CIVIC PARK
ONE CITY SQUARE, 4TH FLOOR
WARREN MI 48093

Date	Description	Amount
08/07/25	Bed Maintenance August	3,119.00
08/07/25	Herbicide Application August CITY HALL & CIVIC PARK 1 City Square Warren, MI	500.00
08/20/25	Bed Maintenance August	3,119.00

Sub Total:	6,738.00
Tax:	0.00
Invoice Total:	\$6,738.00

Message:

You now have the option to pay invoices online at
www.lsimichigan.com - Look for PAY NOW button.
Please include acct. number when paying by check.

013336

Page

1

LANDSCAPE SERVICES, INC.

22932 Rasch

Clinton Township, MI 48035

Phone 586-741-5296 Fax 586-741-4600

www.lsimichigan.com

DDA

Invoice

Invoice #	Account No.
242383	13391
Date	Due Date
09/01/25	09/08/25
Invoice Total:	Paid Amt 0.00
\$1,812.00	Total Due: 1812.00

PO# 2632427

CITY OF WARREN - DDA - POLICE & COURT

P.O. #2528572 chakeem@cityofwarren.

ONE CITY SQUARE, 4TH FLOOR

WARREN, MI 48093

REMIT TO: LANDSCAPE SERVICES, INC.

494-9494-80100

Services Rendered At: CITY OF WARREN - DDA - POLICE & COURT
ONE CITY SQUARE, 4TH FLOOR
WARREN MI 48093

Date	Description	Amount
08/07/25	Bed Maintenance August Warren Police Station and 37th District Court 29900 S. Civic Center Drive Warren, MI	756.00
08/07/25	Herbicide Application August Warren Police Station and 37th District Court 29900 S. Civic Center Drive Warren, MI	300.00
08/20/25	Bed Maintenance August Warren Police Station and 37th District Court 29900 S. Civic Center Drive Warren, MI	756.00

Sub Total:	1,812.00
Tax:	0.00
Invoice Total:	\$1,812.00

Message:

You now have the option to pay invoices online at
www.lsimichigan.com - Look for PAY NOW button.
Please include acct. number when paying by check.

013751



Ignited Light and Sound

37497 Charter Oaks Blvd.
Clinton Township, MI 48036

(586) 463-6124

DDA

INVOICE

INVOICE NO 8122025
DATE August 12, 2025

To: City of Warren
"Birthday Bash" event
attn: Casey Kyewski

Ship To: Warren City Hall

SALESPERSON	P.O. NUMBER	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS
KK	2632164	8/19/2025	Delivery		COD

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Sound system, stage, roof, lighting and services, including set, labor and strike For "Birthday Bash" Event August 21-23 2025		

SUBTOTAL	\$16,000.00
SALES TAX	
Deposit on order	
TOTAL DUE	\$16,000.00

Make all checks payable to: Ignited Light and Sound
If you have any questions concerning this invoice, call: Kevin Kuptz, (810) 610-6893

494-9494-80100

ITB-W-1577

THANK YOU FOR YOUR BUSINESS!

017360



Planterra®
CORPORATION

Invoice #32654

3823 Childs Lake Rd.
Milford, MI 48381

Date	9/1/2025
Terms	Net 10
PO #	2632262
Sales Rep	Zach Pliska
Amount Due	\$373.68

Bill To

City of Warren
One City Square
4th Floor
Warren, MI 48093-5289

DDA

Property Address

City of Warren
One City Square
Warren, MI 48093-5289

Description

Amount

#8891 - Standard Horticulture Service September 2025

\$373.68

Subtotal	\$373.68
Sales Tax	\$0.00
Total	\$373.68
Credits/Payments	(\$0.00)
Balance Due	\$373.68

494 - 9494.80100

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due
\$373.68	\$373.68	\$373.68	\$0.00	\$0.00



Engineering Division Payment Request

Date: September 10, 2025

To: Downtown Development Authority

From: Engineering Division

Re: Payment No. 208
 Contract: Environmental, Geotechnical, Testing Engineering Services RFP-W-0025
 Invoice # 252448
 Improvement: 29901 Civic Center Warren Racquetball Fitness Center
 Activity: Geotechnical Testing (workslope 8-6-25)

Payee: G2 Consulting Group, LLC
 1866 Woodslee Street
 Troy, MI 48083

	This Project	Total Contract
Original Contract Amount (approved 9/16/19)	\$ 3,250.00	
Contract Renewal - No Current Cap		
Current Amended Contract Amount		
Amount this Billing	\$ 3,250.00	\$ 3,250.00
Previously Approved Work to Date	\$ -	\$ 716,070.16
Total Work Performed as of: 08/01/25	\$ 3,250.00	\$ 719,320.16

Total Amount Due this Payment \$ 3,250.00

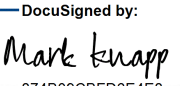
Chargeable to:	0.00% \$ -
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Chargeable to:	494-9494-80100 100.00% \$ 3,250.00
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Prepared By:

Signed by: 
 ACCD698732C34E6...
 Ron Gayta
 Office Coordinator

Approved for Payment:

DocuSigned by: 
 874B09CBFD6E4E8...
 Mark Knapp
 Assistant Controller

cc: Payee

G2 Consulting Group, LLC
1866 Woodslee Street
Troy, MI 48083

Voice: 248.680.0400

Fax: 248.680.9745

INVOICE

Invoice Number: 252448

Invoice Date: August 18, 2025

Page Number: 1

Bill To:

City of Warren
 One City Square
 Suite 300
 Warren, Mi 48093-2390

Customer ID	Purchase Order No.	G2 Project No.	
COWAR001		250781	
Payment Terms	Due Date	Ship Date	Shipping Method
Net 30 Days	September 17, 2025		

Quantity	Description	Unit Price	Amount
1.00	Report on Geotechnical Investigation, Lump Sum Warren Racquetball and Fitness Parking Lot, 29901 S. Civic Center Drive, Warren, Michigan Client Contact - Tina Gapshes, P.E.	3,250.00	3,250.00

Total Invoice Amount \$ 3,250.00

If you have any questions concerning this invoice, call Mark W. Smolinski, (248) 680-0400. Client agrees to pay a charge of 1.5 percent per month on accounts past due 30 days from invoice date.

Make all checks payable to: G2 Consulting Group, LLC.



WARREN

**Engineering Division
Payment Request**

Date: September 10, 2025

To: Downtown Development Authority

From: Engineering Division

Re: Payment No. 204
Contract: Environmental, Geotechnical, Testing Engineering Services RFP-W-0025
Invoice # 252115
Improvement: Fire Station 1, 23211 Van Dyke
Activity: Material Testing

Payee: G2 Consulting Group, LLC
 1866 Woodslee Street
 Troy, MI 48083

	<u>This Project</u>	<u>Total Contract</u>
Original Contract Amount (approved 9/16/19)	<u>As Needed</u>	<u></u>
Contract Renewal - No Current Cap	<u></u>	<u></u>
Current Amended Contract Amount	<u></u>	<u></u>
Amount this Billing	\$ 2,043.63	\$ 2,043.63
Previously Approved Work to Date	\$ 35,247.21	\$ 694,358.40
Total Work Performed as of: 07/10/25	\$ 37,290.84	\$ 696,402.03

Total Amount Due this Payment \$ 2,043.63

Chargeable to:	0.00%	\$	-
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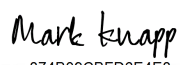
Chargeable to:	494-00000493	100.00%	\$	2,043.63
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Prepared By:

Approved for Payment:

Signed by:

 ACCD698732C34E6...
 Ron Gayta
 Office Coordinator

DocuSigned by:

 874B09CBED6E4E8...
 Mark Knapp
 Assistant Controller

cc: Payee

G2 Consulting Group, LLC
1866 Woodslee Street
Troy, MI 48083

Voice: 248.680.0400

Fax: 248.680.9745

INVOICE

Invoice Number: 252115

Invoice Date: July 30, 2025

Page Number: 1

Bill To:

City of Warren
 One City Square
 Suite 300
 Warren, Mi 48093-2390

Customer ID	Purchase Order No.	G2 Project No.	
COWAR001		220738	
Payment Terms	Due Date	Ship Date	Shipping Method
Net 30 Days	August 29, 2025		

Quantity	Description	Unit Price	Amount
12.00	Engineering Technician, Regular Hours, each	73.76	885.12
30.00	Compressive Strength Test Cylinders, each	18.14	544.20
3.00	Cylinder Pick-Up, per trip	120.93	362.79
1.00	Project Manager, per hour	175.34	175.34
1.00	Administrative Assistant, per hour	76.18	76.18
	Warren Fire Station NO. 1, Warren, Michigan 7/1/25 through 7/10/25		
	Client Contact: Tina Gapshes		

Total Invoice Amount \$ 2,043.63

If you have any questions concerning this invoice, call Mark W. Smolinski, (248) 680-0400. Client agrees to pay a charge of 1.5 percent per month on accounts past due 30 days from invoice date.

Make all checks payable to: G2 Consulting Group, LLC.



WARREN

**Engineering Division
Payment Request**

Date: September 23, 2025

To: Downtown Development Authority

From: Engineering Division

Re: Payment No. 213
 Contract: Environmental, Geotechnical, Testing Engineering Services RFP-W-0025
 Invoice # 251816
 Improvement: Fire Station 1, 23211 Van Dyke
 Activity: Material Testing

Payee: G2 Consulting Group, LLC
1866 Woodslee Street
Troy, MI 48083

	This Project As Needed	Total Contract
Original Contract Amount (approved 9/16/19)		
Contract Renewal - No Current Cap		
Current Amended Contract Amount		
Amount this Billing	\$ 4,722.95	\$ 4,722.95
Previously Approved Work to Date	\$ 37,290.84	\$ 746,177.56
Total Work Performed as of: 06/30/25	\$ 42,013.79	\$ 750,900.51

Total Amount Due this Payment \$ 4,722.95

Chargeable to:	0.00% \$ -
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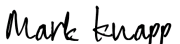
Chargeable to:	494-00000493 100.00% \$ 4,722.95
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Prepared By:

Signed by:


 ACCD698732C34E6
 Ron Gayta
 Office Coordinator

Approved for Payment:

DocuSigned by:


 874B00CBED6E4E8...
 Mark Knapp
 Assistant Controller

cc: Payee

G2 Consulting Group, LLC
1866 Woodslee Street
Troy, MI 48083

Voice: 248.680.0400

Fax: 248.680.9745

INVOICE

Invoice Number: 251816

Invoice Date: June 30, 2025

Page Number: 1

Bill To:

City of Warren
 One City Square
 Suite 300
 Warren, Mi 48093-2390

Customer ID	Purchase Order No.	G2 Project No.	
COWAR001		220738	
Payment Terms	Due Date	Ship Date	Shipping Method
Net 30 Days	July 30, 2025		

Quantity	Description	Unit Price	Amount
34.75	Engineering Technician, Regular Hours, each	73.76	2,563.16
58.00	Compressive Strength Test Cylinders, each	18.14	1,052.12
4.00	Troxler Nuclear Moisture/Density Gauge, each	60.46	241.84
3.00	Cylinder Pick-Up, per trip	120.93	362.79
2.00	Project Manager, per hour	175.34	350.68
2.00	Administrative Assistant, per hour	76.18	152.36
	Warren Fire Station 1, Warren, Michigan 6/2/25 through 6/27/25 Client Contact: Tina Gapshes		

Total Invoice Amount \$ 4,722.95

If you have any questions concerning this invoice, call Mark W. Smolinski, (248) 680-0400. Client agrees to pay a charge of 1.5 percent per month on accounts past due 30 days from invoice date.

Make all checks payable to: G2 Consulting Group, LLC.

019289

INV # 1TBW-0912-#24

PAGE ONE OF 16 PAGES

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO: City of Warren DDA
One City Square
Warren, Michigan 48093

PROJECT: Fire Station No. 1
Fire Station No. 5

FROM: BRIVAR Construction Company
9325 Malby Road
Brighton, MI 48116

APPLICATION NO: 024

PERIOD TO: 8/31/2025

PO NO: ITB-W-0912

CONTRACT DATE:

Distribution to:
☐ OWNER
☐ CONSTRUCTION MANAGER
☐ ARCHITECT
☐ CONTRACTOR

CONTRACT FOR: General Contracting

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 16,446,478.55
2. Net change by Change Orders	\$ 964,799.29
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 17,411,277.84
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 17,175,050.55

5. RETAINAGE:	
a. 10 % of Completed Work (Column D + E on G703)	\$ 802,273.41
b. 10 % of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 802,273.41

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 16,372,777.14
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 16,160,339.94
8. CURRENT PAYMENT DUE (Line 3 less Line 6)	\$ 212,437.20
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 1,038,500.70

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner: CO 001-019	\$980,733.29	(\$15,934.00)
Total approved this Month:		
TOTALS	\$980,733.29	(\$15,934.00)
NET CHANGES by Change Order	\$964,799.29	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:  Date: 9/02/2025

State of: Michigan County of: Livingston

Subscribed and sworn to before me this 2 day of SEP, 2025

Notary Public: MARY BETH FUSON

My Commission expires: 11/20/2028

Notary Public, State of Michigan

County of Livingston

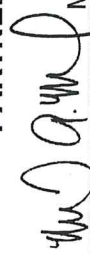
CERTIFICATE FOR PAYMENT Commission Expires 11-20-2028

Acting in the County of Livingston, Michigan, I, Notary Public, MARY BETH FUSON, do hereby certify that the Contractor and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED **\$ 212,437.20**

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

PARTNERS in Architecture, PLC

By:  Michael A. Malone Date: 9/17/25

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

494- 9494- 97400

Continuation Sheet - Fire Station No. 1

PAGE 2 OF 16 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 024
APPLICATION DATE: 9/2/2025
PERIOD TO: 8/31/2025
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
1A	DEMOLITION/REMOVALS LABOR	\$22,900.00	\$22,900.00			\$22,900.00	\$0.00	\$1,145.00
1B	DEMOLITION/REMOVALS MATERIAL	\$4,800.00	\$4,800.00			\$4,800.00	\$0.00	\$240.00
2A	SITE EARTHWORK/UTILITIES LABOR	\$210,000.00	\$196,700.00			\$196,700.00	\$13,300.00	\$19,670.00
2B	SITE EARTHWORK/UTILITIES MATERIAL	\$400,000.00	\$378,250.00			\$378,250.00	\$21,750.00	\$37,825.00
3A	ASPHALT PAVING/BASE LABOR	\$13,500.00	\$0.00	\$1,600.00		\$1,600.00	\$11,900.00	\$160.00
3B	ASPHALT PAVING/BASE MATERIAL		\$0.00			\$0.00	\$0.00	\$0.00
4A	FENCING LABOR	\$14,683.00	\$0.00	\$14,683.00		\$14,683.00	\$0.00	\$1,468.30
4B	FENCING MATERIAL	\$53,047.00	\$53,047.00			\$53,047.00	\$0.00	\$5,304.70
5A	LANDSCAPE LABOR	\$24,092.50	\$24,092.50			\$24,092.50	\$0.00	\$2,409.25
5B	LANDSCAPE MATERIAL	\$46,307.50	\$46,307.50			\$46,307.50	\$0.00	\$4,630.75
6A	FOUNDATIONS LABOR	\$35,757.00	\$35,757.00			\$35,757.00	\$0.00	\$3,575.70
6B	FOUNDATIONS MATERIAL	\$85,000.00	\$85,000.00			\$85,000.00	\$0.00	\$8,500.00
7A	CONCRETE/FLATWORK LABOR	\$219,426.00	\$219,426.00			\$219,426.00	\$0.00	\$21,942.60
7B	CONCRETE/FLATWORK MATERIAL	\$148,000.00	\$148,000.00			\$148,000.00	\$0.00	\$14,800.00
8A	PRECAST/TILT-UP LABOR	\$15,000.00	\$15,000.00			\$15,000.00	\$0.00	\$0.00
8B	PRECAST/TILT-UP MATERIAL	\$34,150.00	\$34,150.00			\$34,150.00	\$0.00	\$0.00
9A	MASONRY LABOR	\$664,800.00	\$664,800.00			\$664,800.00	\$0.00	\$33,240.00
9B	MASONRY MATERIAL	\$959,585.00	\$959,585.00			\$959,585.00	\$0.00	\$47,979.25
	SUBTOTAL THIS SHEET	\$2,951,048.00	\$2,887,815.00	\$16,283.00	\$0.00	\$2,904,098.00	\$46,950.00	\$202,890.55

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Continuation Sheet - Fire Station No. 1

PAGE 3 OF 16 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
 Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 024
 APPLICATION DATE: 9/2/2025
 PERIOD TO: 8/31/2025
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
10A	STRUCTURAL STEEL LABOR	\$110,500.00	\$110,500.00			\$110,500.00	\$0.00	\$11,050.00
10B	STRUCTURAL STEEL MATERIAL	\$253,500.00	\$253,500.00			\$253,500.00	\$0.00	\$25,350.00
11A	CARPENTRY LABOR	\$138,300.00	\$131,385.00			\$131,385.00	\$6,915.00	\$13,138.50
11B	CARPENTRY MATERIAL	\$102,700.00	\$102,700.00			\$102,700.00	\$0.00	\$10,270.00
12A	MILLWORK LABOR	\$10,030.00	\$9,052.00			\$9,052.00	\$978.00	\$905.20
12B	MILLWORK MATERIAL	\$49,970.00	\$47,997.42			\$47,997.42	\$1,972.58	\$4,799.75
12C	STAINLESS STEEL MILLWORK LABOR	\$3,767.00	\$3,390.00	\$377.00		\$3,767.00	\$0.00	\$376.70
12D	STAINLESS STEEL MILLWORK MATERIAL	\$27,593.00	\$19,593.00	\$8,000.00		\$27,593.00	\$0.00	\$2,759.30
13	WATERPROOFING Included in Masonry	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
14A	ROOFING/METAL PANELS LABOR	\$108,200.00	\$108,200.00			\$108,200.00	\$0.00	\$10,820.00
14B	ROOFING/METAL PANELS MATERIAL	\$226,300.00	\$226,300.00			\$226,300.00	\$0.00	\$22,630.00
15A	DOORS, FRAMES & HARDWARE MATERIAL	\$129,270.00	\$50,604.00	\$78,666.00		\$129,270.00	\$0.00	\$12,927.00
16A	OVERHEAD DOORS LABOR	\$65,200.00	\$13,410.00			\$13,410.00	\$51,790.00	\$1,341.00
16B	OVERHEAD DOORS MATERIAL	\$109,162.00	\$107,253.00			\$107,253.00	\$1,909.00	\$10,725.30
17A	GLASS & GLAZING LABOR	\$20,497.00	\$20,497.00			\$20,497.00	\$0.00	\$2,049.70
17B	GLASS & GLAZING MATERIAL	\$127,503.00	\$127,503.00			\$127,503.00	\$0.00	\$12,750.30
	SUBTOTAL THIS SHEET	\$1,482,492.00	\$1,331,884.42	\$87,043.00	\$0.00	\$1,418,927.42	\$63,564.58	\$141,892.75

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Continuation Sheet - Fire Station No. 1

PAGE 4 OF 16 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 024
APPLICATION DATE: 9/2/2025
PERIOD TO: 8/31/2025
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
18A	FLOOR COVERING LABOR	\$116,923.00	\$108,411.02			\$108,411.02	\$8,511.98	\$10,841.11
18B	FLOOR COVERING MATERIAL	\$80,000.00	\$80,000.00			\$80,000.00	\$0.00	\$7,999.99
19A	PAINTING/CAULKING LABOR	\$35,000.00	\$35,000.00			\$35,000.00	\$0.00	\$3,500.00
19B	PAINTING/CAULKING MATERIAL	\$20,000.00	\$20,000.00			\$20,000.00	\$0.00	\$2,000.00
20A	FIRE EXTINGUISHERS LABOR	\$2,850.00	\$0.00	\$2,850.00		\$2,850.00	\$0.00	\$285.00
20B	FIRE EXTINGUISHERS MATERIAL		\$0.00			\$0.00	\$0.00	\$0.00
21A	TOILET PARTITIONS & ACCESSORIES LABOR	\$35,340.00	\$0.00	\$35,340.00		\$35,340.00	\$0.00	\$3,534.00
21B	TOILET PARTITIONS & ACCESSORIES MATERIAL		\$0.00			\$0.00	\$0.00	\$0.00
22A	APPLIANCES MATERIAL	\$59,642.00	\$57,130.46			\$57,130.46	\$2,511.54	\$5,713.05
22B	APPLIANCES LABOR	\$5,000.00	\$0.00			\$0.00	\$5,000.00	\$0.00
23A	FIRE SUPPRESSION LABOR	\$50,000.00	\$50,000.00			\$50,000.00	\$0.00	\$5,000.00
23B	FIRE SUPPRESSION MATERIAL	\$28,200.00	\$28,200.00			\$28,200.00	\$0.00	\$2,820.00
24A	CONVEYANCE SYSTEMS LABOR	\$20,627.00	\$0.00			\$0.00	\$20,627.00	\$0.00
24B	CONVEYANCE SYSTEMS MATERIAL		\$0.00			\$0.00	\$0.00	\$0.00
25A	PLUMBING & COMPRESSED AIR LABOR	\$229,141.00	\$229,141.00			\$229,141.00	\$0.00	\$22,914.10
25B	PLUMBING & COMPRESSED AIR MATERIAL	\$286,694.00	\$286,694.00			\$286,694.00	\$0.00	\$28,669.40
26A	HVAC LABOR	\$304,495.00	\$294,867.50			\$294,867.50	\$9,627.50	\$29,486.75
26B	HVAC MATERIAL	\$484,470.00	\$478,050.20			\$478,050.20	\$6,419.80	\$47,805.02
	SUBTOTAL THIS SHEET	\$1,758,382.00	\$1,667,494.18	\$38,190.00	\$0.00	\$1,705,684.18	\$52,697.82	\$170,568.42

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Continuation Sheet - Fire Station No. 1

PAGE 5 OF 16 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 024
APPLICATION DATE: 9/2/2025
PERIOD TO: 8/31/2025
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
27A	ELECTRICAL LABOR	\$171,627.00	\$163,045.88	\$3,896.40		\$166,942.28	\$4,684.72	\$16,694.23
27B	ELECTRICAL MATERIAL	\$570,332.00	\$570,332.00			\$570,332.00	\$0.00	\$57,033.20
27C	ELECTRICAL GENERATOR	\$163,322.00	\$163,322.00			\$163,322.00	\$0.00	\$16,332.20
28A	LOW VOLTAGE LABOR	\$103,502.50	\$100,873.33	\$2,629.17		\$103,502.50	\$0.00	\$10,350.25
28B	LOW VOLTAGE MATERIAL	\$98,497.00	\$98,497.00			\$98,497.00	\$0.00	\$9,849.70
29A	FLAGPOLES LABOR	\$14,250.00	\$0.00			\$0.00	\$14,250.00	\$0.00
29B	FLAGPOLES MATERIAL		\$0.00			\$0.00	\$0.00	\$0.00
30	PERMITS (ALLOWANCE)	\$5,000.00	\$1,818.00	\$3,182.00		\$5,000.00	\$0.00	\$250.00
31	STAKING	\$18,600.00	\$18,600.00			\$18,600.00	\$0.00	\$930.00
32A	SIGNAGE MATERIAL	\$13,624.86	\$10,781.00			\$10,781.00	\$2,843.86	\$1,078.10
32B	SIGNAGE LABOR	\$2,750.14	\$1,375.07			\$1,375.07	\$1,375.07	\$137.51
33A	WINDOW TREATMENTS LABOR	\$4,369.00	\$0.00			\$0.00	\$4,369.00	\$0.00
34	OWNER ALLOWANCE - \$51,916.00							
34A	OCOR 008 - Gates	\$4,406.13	\$0.00	\$4,006.13		\$0.00	\$0.00	\$0.00
34B	OCOR 016 - Pre-Cast Plates	\$605.00	\$400.00			\$4,406.13	\$0.00	\$440.61
34C	OCOR 017 - Millwork Handle	\$1,259.28	\$605.00			\$605.00	\$0.00	\$60.50
34D	OCOR 019 - Added Millwork Depth	\$1,711.69	\$1,259.28			\$1,259.28	\$0.00	\$125.93
34E	OCOR 050 - Partially Funded	\$4,587.14	\$1,711.69			\$1,711.69	\$0.00	\$171.17
34F	OCOR 051 - Sign Demo	\$3,500.00	\$4,587.14			\$4,587.14	\$0.00	\$458.71
34G	OCOR 052 - Partially Funded	\$496.60	\$3,500.00			\$3,500.00	\$0.00	\$175.00
34H	OCOR 070 - Partially Funded	\$3,025.89	\$0.00	\$496.60		\$496.60	\$0.00	\$49.66
34I	OCOR 076 - Undercuts	\$16,343.02	\$3,025.89			\$3,025.89	\$0.00	\$302.59
			\$16,343.02			\$16,343.02	\$0.00	\$1,634.30
	SUBTOTAL THIS SHEET	\$1,201,809.25	\$1,160,076.30	\$14,210.30	\$0.00	\$1,174,286.60	\$27,522.65	\$116,073.66
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APPLICATION NO: 024
APPLICATION DATE: 9/2/2025
PERIOD TO: 8/31/2025
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN DORE)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
34J	OCOR 081 - Mailboxes	\$631.48	\$631.48			\$631.48	100%	\$0.00	\$63.15
34K	OCOR 082 - Undercuts 5/9/25 FS1	\$3,538.67	\$3,538.67			\$3,538.67	100%	\$0.00	\$353.87
34L	OCOR 085 - Undercuts 5/16/25 FS1	\$11,811.10	\$11,811.10			\$11,811.10	100%	\$0.00	\$1,181.11
35	ALLOWANCE #1 - \$11,287.50 OCOR 033 - Partially Funded	\$11,287.50	\$11,287.50			\$11,287.50	100%	\$0.00	\$1,128.75
36	ALLOWANCE #2 - \$8,850.00 OCOR 033 - Partially Funded	\$8,850.00	\$8,850.00			\$8,850.00	100%	\$0.00	\$885.00
37	GENERAL CONDITIONS	\$31,175.00	\$29,950.00	\$750.00		\$30,700.00	98%	\$475.00	\$1,535.00
38	BRIVAR LABOR PROJECT MANAGEMENT, SUPERVISION, ENGINEER, LABOR, ETC	\$148,286.50	\$142,500.00	\$3,000.00		\$145,500.00	98%	\$2,766.50	\$7,275.00
39	INSURANCE	\$12,000.00	\$12,000.00			\$12,000.00	100%	\$0.00	\$600.00
40	PERFORMANCE BOND	\$60,307.50	\$60,307.50			\$60,307.50	100%	\$0.00	\$3,015.38
41	WEATHER CONDITIONS - \$60,000.00 (ALLOWANCE)	\$0.00	\$0.00			\$0.00	#DIV/0!	\$0.00	\$0.00
	OCOR 055	\$4,400.00	\$4,400.00			\$4,400.00	100%	\$0.00	\$440.00
	OCOR 056	\$12,671.62	\$12,671.62			\$12,671.62	100%	\$0.00	\$1,267.16
	OCOR 070	\$42,928.38	\$42,928.38			\$42,928.38	100%	\$0.00	\$4,292.84
42	OVERHEAD	\$174,484.00	\$168,000.00	\$3,000.00		\$171,000.00	98%	\$3,484.00	\$8,550.00
43	FEE	\$325,850.50	\$313,550.00	\$6,000.00		\$319,550.00	98%	\$6,300.50	\$15,977.50
	SUBTOTAL THIS SHEET	\$848,202.25	\$822,426.25	\$12,750.00	\$0.00	\$835,176.25	98%	\$13,026.00	\$46,564.76

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Continuation Sheet - Fire Station No. 1

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AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.									
ARCHITECT'S PROJECT NO:									
APPLICATION NO: 024									
APPLICATION DATE: 9/2/2025									
PERIOD TO: 8/31/2025									
ARCHITECT'S PROJECT NO:									
A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
44	Change Order 002 - \$275,185.94								
44A	OCOR 010R2	\$59,246.89	\$51,784.18			\$51,784.18	\$7,462.71	\$5,178.42	
44B	OCOR 022	\$126,262.29	\$126,262.29			\$126,262.29	\$0.00	\$12,626.23	
44C	OCOR 023	\$89,676.76	\$89,676.76			\$89,676.76	\$0.00	\$8,967.68	
45	Change Order 004 - OCOR026	\$33,536.90	\$33,536.90			\$33,536.90	\$0.00	\$3,353.69	
46	Change Order 006								
46A	OCOR 033	\$31,634.00	\$31,634.00			\$31,634.00	\$0.00	\$3,163.40	
47	Change Order 007 -								
47A	OCOR 041	\$29,481.45	\$29,481.45			\$29,481.45	\$0.00	\$2,948.15	
47B	OCOR 054	\$11,897.35	\$11,897.35			\$11,897.35	\$0.00	\$1,189.74	
47C	OCOR 057	\$20,107.64	\$20,107.64			\$20,107.64	\$0.00	\$2,010.76	
48	Change Order 008								
48A	OCOR 058	\$1,013.65	\$1,013.65			\$1,013.65	\$0.00	\$101.37	
48B	OCOR 059	\$1,529.00	\$1,529.00			\$1,529.00	\$0.00	\$152.90	
48C	OCOR 060	\$2,860.00	\$2,860.00			\$2,860.00	\$0.00	\$286.00	
49	Change Order 009								
49A	OCOR 025 - Generator Storage	\$1,480.50	\$1,480.50			\$1,480.50	\$0.00	\$148.05	
50	Change Order 018								
50A	OCOR 083	\$1,100.00	\$0.00			\$0.00	\$1,100.00	\$0.00	
50A	OCOR 086	\$6,735.37	\$0.00	\$6,735.37		\$6,735.37	\$0.00	\$673.54	
	SUBTOTAL THIS SHEET	\$416,561.80	\$401,263.72	\$6,735.37	\$0.00	\$407,999.09	\$8,562.71	\$40,799.93	
	SUBTOTAL FIRE STATION 1	\$8,658,495.30	\$8,270,959.87	\$175,211.67	\$0.00	\$8,446,171.54	\$212,323.76	\$718,790.07	
AIA DOCUMENT G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.									
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5232									
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3703-1552

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3703-1552

Continuation Sheet - Fire Station No. 5

PAGE 8 OF 16 PAGES

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APPLICATION NO: 024
APPLICATION DATE: 9/2/2025
PERIOD TO: 8/31/2025
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
51A	DEMOLITION/REMOVALS LABOR	\$29,500.00	\$29,500.00			\$29,500.00	\$0.00	\$0.00
51B	DEMOLITION/REMOVALS MATERIAL	\$20,000.00	\$20,000.00			\$20,000.00	\$0.00	\$0.00
52A	SITE EARTHWORK/UTILITIES LABOR	\$220,632.00	\$220,632.00			\$220,632.00	\$0.00	\$5,000.00
52B	SITE EARTHWORK/UTILITIES MATERIAL	\$400,000.00	\$400,000.00			\$400,000.00	\$0.00	\$0.00
53A	ASPHALT PAVING/BASE LABOR	\$19,580.00	\$0.00			\$0.00	\$19,580.00	\$0.00
53B	ASPHALT PAVING/BASE MATERIAL		\$0.00			\$0.00	\$0.00	\$0.00
54A	FENCING LABOR	\$18,035.00	\$18,035.00			\$18,035.00	\$0.00	\$0.00
54B	FENCING MATERIAL	\$60,022.00	\$60,022.00			\$60,022.00	\$0.00	\$0.00
55A	LANDSCAPE LABOR	\$19,044.50	\$19,044.50			\$19,044.50	\$0.00	\$1,500.00
55B	LANDSCAPE MATERIAL	\$45,325.50	\$45,325.50			\$45,325.50	\$0.00	\$0.00
56A	FOUNDATIONS LABOR	\$30,504.00	\$30,504.00			\$30,504.00	\$0.00	\$0.00
56B	FOUNDATIONS MATERIAL	\$57,025.00	\$57,025.00			\$57,025.00	\$0.00	\$0.00
57A	CONCRETE/FLATWORK LABOR	\$148,114.00	\$148,114.00			\$148,114.00	\$0.00	\$1,400.00
57B	CONCRETE/FLATWORK MATERIAL	\$224,168.00	\$224,168.00			\$224,168.00	\$0.00	\$0.00
58A	PRECAST/TILT-UP LABOR	\$15,000.00	\$15,000.00			\$15,000.00	\$0.00	\$0.00
58B	PRECAST/TILT-UP MATERIAL	\$29,100.00	\$29,100.00			\$29,100.00	\$0.00	\$0.00
59A	MASONRY LABOR	\$681,000.00	\$681,000.00			\$681,000.00	\$0.00	\$30,100.00
59B	MASONRY MATERIAL	\$881,000.00	\$881,000.00			\$881,000.00	\$0.00	\$0.00
	SUBTOTAL THIS SHEET	\$2,898,050.00	\$2,878,470.00	\$0.00	\$0.00	\$2,878,470.00	\$19,580.00	\$38,000.00

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Continuation Sheet - Fire Station No. 5

PAGE 9 OF 16 PAGES

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
60A	STRUCTURAL STEEL LABOR	\$110,500.00	\$110,500.00			\$110,500.00	\$0.00	\$1,000.00
60B	STRUCTURAL STEEL MATERIAL	\$253,500.00	\$253,500.00			\$253,500.00	\$0.00	\$0.00
61A	CARPENTRY LABOR	\$130,800.00	\$130,800.00			\$130,800.00	\$0.00	\$0.00
61B	CARPENTRY MATERIAL	\$84,700.00	\$84,700.00			\$84,700.00	\$0.00	\$0.00
62A	MILLWORK LABOR	\$10,030.00	\$10,030.00			\$10,030.00	\$0.00	\$1,000.00
62B	MILLWORK MATERIAL	\$49,970.00	\$49,970.00			\$49,970.00	\$0.00	\$0.00
62C	STAINLESS STEEL MILLWORK LABOR	\$3,767.00	\$3,767.00			\$3,767.00	\$0.00	\$0.00
62D	STAINLESS STEEL MILLWORK MATERIAL	\$27,593.00	\$27,593.00			\$27,593.00	\$0.00	\$0.00
63	WATERPROOFING Included in Masonry	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
64A	ROOFING/METAL PANELS LABOR	\$109,800.00	\$109,800.00			\$109,800.00	\$0.00	\$1,250.00
64B	ROOFING/METAL PANELS MATERIAL	\$198,500.00	\$198,500.00			\$198,500.00	\$0.00	\$0.00
65A	DOORS, FRAMES & HARDWARE MATERIAL	\$126,770.00	\$126,770.00			\$126,770.00	\$0.00	\$0.00
66A	OVERHEAD DOORS LABOR	\$65,200.00	\$65,200.00			\$65,200.00	\$0.00	\$2,250.00
66B	OVERHEAD DOORS MATERIAL	\$109,162.00	\$109,162.00			\$109,162.00	\$0.00	\$0.00
67A	GLASS & GLAZING LABOR	\$17,322.00	\$17,322.00			\$17,322.00	\$0.00	\$0.00
67B	GLASS & GLAZING MATERIAL	\$130,678.00	\$130,678.00			\$130,678.00	\$0.00	\$0.00
	SUBTOTAL THIS SHEET	\$1,428,292.00	\$1,428,292.00	\$0.00	\$0.00	\$1,428,292.00	\$0.00	\$5,500.00

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Continuation Sheet - Fire Station No. 5

PAGE 10 OF 16 PAGES

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A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
68A	FLOOR COVERING LABOR	\$116,923.00	\$116,923.00			\$116,923.00	\$0.00	\$0.00
68B	FLOOR COVERING MATERIAL	\$80,000.00	\$80,000.00			\$80,000.00	\$0.00	\$0.00
69A	PAINTING/CAULKING LABOR	\$35,000.00	\$35,000.00			\$35,000.00	\$0.00	\$3,500.00
69B	PAINTING/CAULKING MATERIAL	\$20,000.00	\$20,000.00			\$20,000.00	\$0.00	\$2,000.00
70A	FIRE EXTINGUISHERS LABOR	\$1,425.00	\$1,425.00			\$1,425.00	\$0.00	\$0.00
70B	FIRE EXTINGUISHERS MATERIAL	\$1,425.00	\$1,425.00			\$1,425.00	\$0.00	\$0.00
71A	TOILET PARTITIONS & ACCESSORIES LABOR	\$17,670.00	\$17,670.00			\$17,670.00	\$0.00	\$0.00
71B	TOILET PARTITIONS & ACCESSORIES MATERIAL	\$17,670.00	\$17,670.00			\$17,670.00	\$0.00	\$0.00
72A	APPLIANCES MATERIAL	\$59,642.00	\$59,642.00			\$59,642.00	\$0.00	\$0.00
72B	APPLIANCES LABOR	\$5,000.00	\$5,000.00			\$5,000.00	\$0.00	\$0.00
73A	FIRE SUPPRESSION LABOR	\$50,000.00	\$50,000.00			\$50,000.00	\$0.00	\$0.00
73B	FIRE SUPPRESSION MATERIAL	\$28,200.00	\$28,200.00			\$28,200.00	\$0.00	\$0.00
74A	CONVEYANCE SYSTEMS LABOR	\$5,000.00	\$5,000.00			\$5,000.00	\$0.00	\$0.00
74B	CONVEYANCE SYSTEMS MATERIAL	\$15,627.00	\$15,627.00			\$15,627.00	\$0.00	\$0.00
75A	PLUMBING & COMPRESSED AIR LABOR	\$220,675.00	\$220,675.00			\$220,675.00	\$0.00	\$3,304.17
75B	PLUMBING & COMPRESSED AIR MATERIAL	\$295,160.00	\$295,160.00			\$295,160.00	\$0.00	\$0.00
76A	HVAC LABOR	\$304,495.00	\$304,495.00			\$304,495.00	\$0.00	\$1,250.00
76B	HVAC MATERIAL	\$484,470.00	\$484,470.00			\$484,470.00	\$0.00	\$0.00
	SUBTOTAL THIS SHEET	\$1,758,382.00	\$1,758,382.00		\$0.00	\$1,758,382.00	\$0.00	\$10,054.17

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A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
77A	ELECTRICAL LABOR	\$169,427.00	\$169,427.00			\$169,427.00	\$0.00	\$5,500.00
77B	ELECTRICAL MATERIAL	\$513,702.00	\$513,702.00			\$513,702.00	\$0.00	\$0.00
77C	ELECTRICAL GENERATOR	\$163,322.00	\$163,322.00			\$163,322.00	\$0.00	\$0.00
78A	LOW VOLTAGE LABOR	\$103,502.50	\$103,502.50			\$103,502.50	\$0.00	\$0.00
78B	LOW VOLTAGE MATERIAL	\$98,497.00	\$98,497.00			\$98,497.00	\$0.00	\$0.00
79A	FLAGPOLES LABOR	\$14,250.00	\$14,250.00			\$14,250.00	\$0.00	\$0.00
79B	FLAGPOLES MATERIAL		\$0.00			\$0.00	\$0.00	\$0.00
80	PERMITS (ALLOWANCE)	\$5,000.00	\$5,000.00			\$5,000.00	\$0.00	\$0.00
81	STAKING	\$18,600.00	\$18,600.00			\$18,600.00	\$0.00	\$1,860.00
82A	SIGNAGE MATERIAL	\$13,624.86	\$13,624.86			\$13,624.86	\$0.00	\$1,362.49
82B	SIGNAGE LABOR	\$2,750.14	\$2,750.14			\$2,750.14	\$0.00	\$275.01
83	WINDOW TREATMENTS	\$4,369.00	\$4,369.00			\$4,369.00	\$0.00	\$644.50
84	OWNER ALLOWANCE - \$51,916.00	\$1,573.53	\$0.00			\$0.00	\$1,573.53	\$0.00
84A	OCOR05 - Site Debris/Bridge Over Footing	\$4,033.92	\$4,033.92			\$4,033.92	\$0.00	\$0.00
84B	OCOR08 - Gates	\$4,406.12	\$4,406.12			\$4,406.12	\$0.00	\$0.00
84C	OCOR09 - Temp Road	\$417.68	\$417.68			\$417.68	\$0.00	\$0.00
84D	OCOR16 - PreCast Plates	\$605.00	\$605.00			\$605.00	\$0.00	\$0.00
84E	OCOR17 - Millwork Handle	\$1,259.28	\$1,259.28			\$1,259.28	\$0.00	\$0.00
84F	OCOR19 - Added Millwork Depth	\$1,711.69	\$1,711.69			\$1,711.69	\$0.00	\$0.00
84G	OCOR20 - U/G Comm. Conduit	\$8,024.64	\$8,024.64			\$8,024.64	\$0.00	\$0.00
	SUBTOTAL THIS SHEET	\$1,129,076.36	\$1,127,502.83		\$0.00	\$1,127,502.83	\$1,573.53	\$9,642.00

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Continuation Sheet

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AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.									
ARCHITECT'S PROJECT NO:									
APPLICATION NO: 024									
APPLICATION DATE: 9/2/2025									
PERIOD TO: 8/31/2025									
ARCHITECT'S PROJECT NO:									
A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
84H	OCOR07 - Masonry Winter Conditions	\$18,842.16	\$18,842.16			\$18,842.16	\$0.00	\$0.00	
84I	OCOR24 - ATT Permit	\$500.00	\$500.00			\$500.00	\$0.00	\$0.00	
84J	OCOR43 - Temp Heating	\$5,458.24	\$5,458.24			\$5,458.24	\$0.00	\$0.00	
84K	OCOR50 - Partially Funded	\$4,587.14	\$4,587.14			\$4,587.14	\$0.00	\$0.00	
84L	OCOR52 - Partially funded	\$496.60	\$496.60			\$496.60	\$0.00	\$0.00	
85	ALLOWANCE #1 - \$11,287.50	\$0.00							
85A	OCOR06 - Foundation Undercuts	\$11,287.50	\$11,287.50			\$11,287.50	\$0.00	\$0.00	
86	ALLOWANCE #2 - \$8,850.00	\$0.00							
86A	OCOR06 - Foundation Undercuts	\$8,850.00	\$8,850.00			\$8,850.00	\$0.00	\$0.00	
87A	CONCRETE RETAINING WALL LABOR	\$22,163.55	\$22,163.55			\$22,163.55	\$0.00	\$0.00	
87B	CONCRETE RETAINING WALL MATERIAL	\$29,061.70	\$29,061.70			\$29,061.70	\$0.00	\$0.00	
88	GENERAL CONDITIONS	\$38,175.00	\$38,175.00			\$38,175.00	\$0.00	\$0.00	
89	BRIVAR LABOR PROJECT MANAGEMENT, SUPERVISION, ENGINEER, LABOR, ETC	\$181,266.50	\$181,266.50			\$181,266.50	\$0.00	\$0.00	
90	INSURANCE	\$12,000.00	\$12,000.00			\$12,000.00	\$0.00	\$0.00	
91	PERFORMANCE BOND	\$60,307.50	\$60,307.50			\$60,307.50	\$0.00	\$0.00	
92	WEATHER CONDITIONS - \$60,000.00	\$0.00							
92A	OCOR02 - Foundation Depth	\$35,254.69	\$35,254.69			\$35,254.69	\$0.00	\$0.00	
92B	OCOR04 - Concrete Mix, Blankets	\$6,586.56	\$6,586.56			\$6,586.56	\$0.00	\$0.00	
92C	OCOR09 - Temp Road	\$18,158.75	\$18,158.75			\$18,158.75	\$0.00	\$0.00	
93	OVERHEAD	\$214,484.00	\$214,484.00			\$214,484.00	\$0.00	\$0.00	
	SUBTOTAL THIS SHEET	\$667,479.89	\$667,479.89	\$0.00		\$667,479.89	\$0.00	\$0.00	
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AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.									
APPLICATION NO: 024 APPLICATION DATE: 9/2/2025 PERIOD TO: 8/31/2025 ARCHITECT'S PROJECT NO:									
A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)						
94	FEE	\$323,264.80	\$323,264.80				\$323,264.80	\$0.00	\$5,904.58
95	Change Order 001 Subsoil conditions	\$67,962.24	\$67,962.24				\$67,962.24	\$0.00	\$0.00
96	Change Order 003 - \$133,614.08								
96A	OCOR 010R2	\$87,891.08	\$87,891.08				\$87,891.08	\$0.00	\$0.00
96B	OCOR 014	\$30,050.67	\$30,050.67				\$30,050.67	\$0.00	\$0.00
96C	OCOR 015R	\$15,672.33	\$15,672.33				\$15,672.33	\$0.00	\$0.00
97	Change Order 004 - \$55,969.90								
97A	OCOR 026	\$33,536.90	\$33,536.90				\$33,536.90	\$0.00	\$0.00
97B	OCOR 034	\$22,433.00	\$22,433.00				\$22,433.00	\$0.00	\$0.00
98	Change Order 005 - \$23,603.20								
98A	OCOR 038R2	\$9,550.24	\$9,550.24				\$9,550.24	\$0.00	\$0.00
98B	OCOR 039R2	\$3,644.55	\$3,644.55				\$3,644.55	\$0.00	\$0.00
98C	OCOR 040R2	\$6,290.43	\$6,290.43				\$6,290.43	\$0.00	\$0.00
98D	OCOR 042R2	\$4,117.98	\$4,117.98				\$4,117.98	\$0.00	\$0.00
99	Change Order 006 - \$23,603.20								
99A	OCOR 035	\$58,987.33	\$58,987.33				\$58,987.33	\$0.00	\$0.00
99B	OCOR 045	\$973.50	\$973.50				\$973.50	\$0.00	\$0.00
100	Change Order 007 -								
100A	OCOR 041	\$33,359.17	\$33,359.17				\$33,359.17	\$0.00	\$1,667.96
	SUBTOTAL THIS SHEET	\$697,734.22	\$697,734.22	\$0.00	\$0.00	\$0.00	\$697,734.22	\$0.00	\$7,572.54
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Continuation Sheet

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AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.									
ARCHITECT'S PROJECT NO:									
APPLICATION NO: 024									
APPLICATION DATE: 9/2/2025									
PERIOD TO: 8/31/2025									
A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)						
100B	OCOR 046	\$7,028.01	\$7,028.01				\$7,028.01	\$0.00	\$0.00
100C	OCOR 054	\$13,057.51	\$13,057.51				\$13,057.51	\$0.00	\$652.88
101	Change Order 008								
101A	OCOR 058	\$1,013.65	\$1,013.65				\$1,013.65	\$0.00	\$50.68
101B	OCOR 059	\$1,529.00	\$1,529.00				\$1,529.00	\$0.00	\$76.45
101C	OCOR 060	\$2,860.00	\$2,860.00				\$2,860.00	\$0.00	\$286.00
102	Change Order 009								
102A	OCOR 025 - Generator Storage	\$1,480.50	\$1,480.50				\$1,480.50	\$0.00	\$74.03
103	Change Order 010								
103A	OCOR 063 - Stainless Steel Cabinet Fillers	\$552.00	\$552.00				\$552.00	\$0.00	\$27.60
103B	OCOR 064 - Extend Kitchen Wing Walls	\$880.00	\$880.00				\$880.00	\$0.00	\$44.00
103C	OCOR 065 - Murphy Bed Backing Installation	\$330.00	\$330.00				\$330.00	\$0.00	\$16.50
103D	OCOR 066 - Raise Kitchen Hood	\$495.00	\$495.00				\$495.00	\$0.00	\$0.00
103E	OCOR 067 - Relocate PPE Storage Room Outlets	\$487.00	\$487.00				\$487.00	\$0.00	\$0.00
103F	OCOR 068 - Miscellaneous Painting	\$3,663.00	\$3,663.00				\$3,663.00	\$0.00	\$366.30
104	Change Order 011								
104A	OCOR071	\$3,962.82	\$3,962.82				\$3,962.82	\$0.00	\$198.14
104B	OCOR072	\$5,390.00	\$5,390.00				\$5,390.00	\$0.00	\$269.50
105	Change Order 012								
105A	OCOR 062	\$18,984.79	\$18,984.79				\$18,984.79	\$0.00	\$949.24
	SUBTOTAL THIS SHEET	\$61,713.28	\$61,713.28	\$0.00	\$0.00	\$0.00	\$61,713.28	\$0.00	\$3,011.31
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Continuation Sheet

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AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
 Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 024
 APPLICATION DATE: 9/2/2025
 PERIOD TO: 8/31/2025
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
106 106A	Change Order 013 OCOR 061	\$7,564.55	\$7,564.55			\$7,564.55	\$0.00	\$756.46
107 107A 107B 107C 107D	Change Order 014 OCOR 073 OCOR 074 OCOR 075 OCOR 077	\$9,209.00 \$838.90 \$12,320.00 \$8,075.78	\$9,209.00 \$838.90 \$12,320.00 \$8,075.78			\$9,209.00 \$838.90 \$12,320.00 \$8,075.78	\$0.00 \$0.00 \$0.00 \$0.00	\$920.90 \$83.89 \$1,232.00 \$807.58
108 108A	Change Order 015 OCOR 080	\$42,141.87	\$35,512.03	\$6,629.84		\$42,141.87	\$0.00	\$4,214.19
109 109A	Change Order 016 OCOR 047R	(\$15,934.00)	(\$15,934.00)			(\$15,934.00)	\$0.00	(\$1,593.40)
110 110A	Change Order 017 OCOR 085	\$11,953.21	\$11,953.21			\$11,953.21	\$0.00	\$1,195.32
111 111A	Change Order 018 OCOR 084	\$3,899.50	\$3,899.50			\$3,899.50	\$0.00	\$389.95
112 112A 112B 112C 112D	Change Order 019 OCOR 087 OCOR 088 OCOR 089 OCOR 090	\$15,136.31 \$1,650.00 (\$2,000.00) \$2,178.00	\$4,000.00 \$0.00 \$0.00 \$0.00	\$11,136.31 \$1,650.00 (\$2,000.00) \$2,178.00		\$15,136.31 \$1,650.00 (\$2,000.00) \$2,178.00	\$0.00 \$0.00 \$0.00 \$0.00	\$1,513.63 \$165.00 (\$200.00) \$217.80
	SUBTOTAL THIS SHEET	\$97,033.12	\$77,438.97	\$19,594.15	\$0.00	\$97,033.12	\$0.00	\$9,703.32

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Continuation Sheet - Fire Station No. 5

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AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 024
APPLICATION DATE: 9/2/2025
PERIOD TO: 8/31/2025
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
112E 112F	OCOR 091 OCOR 092	\$12,271.67 \$2,750.00	\$12,271.67			\$12,271.67 \$0.00	\$0.00 \$2,750.00	\$0.00 \$0.00
	SUBTOTAL THIS SHEET	\$15,021.67	\$12,271.67	\$0.00		\$12,271.67	\$2,750.00	\$0.00
	SUBTOTAL FIRE STATION 5	\$8,752,782.54	\$8,709,284.86	\$19,594.15		\$8,728,879.01	\$23,903.53	\$83,483.34
	GRAND TOTALS	\$17,411,277.84	\$16,980,244.73	\$194,805.82		\$17,175,050.55	\$236,227.29	\$802,273.41
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SWORN STATEMENT

State of Michigan)
 County of Livingston)
)SS
)
 Date: 9/2/2025
 Anthony Goins (deponent), being sworn, states the

following: Brivar Construction Company is the (contractor)
 (subcontractor) for an improvement to the following described real property
 in Macomb County, Michigan, described as follows:
 Warren Fire Station No. 1 - 23345 Van Dyke Avenue Warren, MI 48089
 Warren Fire Station No. 5 - 30619 Schoenherr Road Warren, MI 48088
 (insert legal description of property or name and address of Project)

That the following is a statement of each subcontractor and supplier and laborer, for whom payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor) (subcontractor) has (contracted) (subcontracted) for performance under the contract with the owner or lessee of the property and the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names:

Names of Subcontractor, supplier or laborer	Subcontractor or supplier address and phone number	Type of Improvement furnished	Base Contract Amount	Change Orders	Total Contract amount	Amount already paid	Amount currently owing	Balance to complete
Blue Star, Inc.	21950 Hoover, Warren, MI 48089; 586-427-9933	Demolition/Removals	\$76,500.00	\$4,200.00	\$80,700.00	\$78,682.50		\$2,017.50
Site Development Inc	30850 Stephenson Hwy., Madison Heights, MI 48071, (248) 583-1200 x223	Sitework/Utilities	\$1,235,782.00	\$473,228.83	\$1,709,010.83	\$1,605,765.18		\$103,245.65
Nagle Paving	39525 W. 13 Mile Road, Suite 300 Novi, MI 48377; (248) 553-0600	Asphalt Paving	\$31,680.00	-\$11,450.00	\$20,230.00	\$-		\$20,230.00
Justice Fence	1276 E. Columbia Ave. Battle Creek, MI 49014	Fencing	\$148,287.00	-\$1,293.10	\$146,993.90	\$126,946.90	\$13,950.00	\$6,097.00

Salisbury Landscape Group	6295 Joy Road, Dexter, MI 48130; 734-216-0950	Landscaping	\$127,770.00	\$127,184.50	\$254,954.50	\$233,515.15		\$21,439.35
Poured Brick Walls, Inc.	8001 Park Place, Brighton, MI 48116; (248) 437-4494	Foundations	\$208,285.00	\$45,179.68	\$253,464.68	\$238,923.28		\$14,541.40
Charles Sinelli and Sons	4100 Prairie Rose Dr, Howell, MI 48843; (248)684-7014	Concrete Flatwork	\$739,708.00	\$2,808.00	\$742,516.00	\$703,344.10		\$39,171.90
Hollowcore Inc.	60 Halliner Ave., River Rouge, MI 48218	PreCast Concrete	\$99,400.00	\$1,100.00	\$100,500.00	\$100,500.00		\$-
Leidal & Hart	12100 Globe Street, Livonia, MI 48150; 734-522-2400	Masonry	\$3,186,385.00	\$63,337.80	\$3,249,722.80	\$3,135,327.18		\$114,395.62
B&A Structural Steel	50775 Richard W. Blvd, Chesterfield, MI 48054; 586-948-2220	Structural Steel	\$729,800.00		\$729,800.00	\$691,974.00		\$37,826.00
New Hudson Construction	37693 Schoolcraft Rd, Livonia, MI 48150; 734-743-3186	Carpentry - Fire Station No. 1 & 5	\$446,500.00	\$22,400.00	\$468,900.00	\$443,541.75		\$25,358.25
MICA-TEC	21325 Hoover Rd., Warren, MI 48089; 586-758-4404	Millwork	\$120,000.00	\$14,056.00	\$134,056.00	\$116,322.48		\$17,733.52
JD Candler Commercial Roofing	6111 Sterling Drive North, Sterling Heights, MI 48312; 734-762-0100	Roofing/ Metal Panels	\$623,516.00	\$14,581.23	\$638,097.23	\$604,841.00		\$33,256.23
Stafford Building Products	1235 Waterville-Monclova Rd, Waterville, OH; (419)878-3070	Doors, Frames, & Hardware	\$258,540.00	\$6,224.00	\$264,764.00	\$175,200.60	\$76,401.00	\$13,162.40
International Doors, Inc.	8001 Ronda Drive, Canton, MI 48187; 800-231-9521 X203	Overhead Doors	\$286,266.00	-\$7,726.00	\$278,540.00	\$212,776.80		\$65,763.20
Daniels Glass	21250 W. Seven Mile Road, Detroit, MI 48219; 313-538-2746	Glass & Glazing	\$295,000.00		\$295,000.00	\$280,250.00		\$14,750.00

SCI Floorcovering	30610 Ecorse Road, Romulus, MI 48174; 248-359-3500	Floor Covering	\$280,000.00	\$2,043.00	\$282,043.00	\$260,378.63		\$21,664.37
Concrete Floor Treatment	38257 Abruzzi Dr., Westland MI 48185; 734-721-4640	Epoxy Flooring	\$113,846.00	\$857.00	\$114,703.00	\$107,350.00		\$7,353.00
Thompson Painting	PO Box 858 Pinckney, MI 48169; 734-260-4093	Painting	\$110,000.00	\$23,810.00	\$133,810.00	\$120,050.00		\$13,760.00
D10 USA	7702 Cooley Lake Rd, Waterford, MI 48327; (810)523-8721	Fire Extinguishers	\$5,700.00		\$5,700.00	\$2,867.10	\$2,547.90	\$285.00
D10 USA	7702 Cooley Lake Rd, Waterford, MI 48327; (810)523-8721	Toilet Room Partitions & Accessories	\$70,680.00	\$4,000.00	\$74,680.00	\$37,535.90	\$33,814.80	\$3,329.30
Great Lakes Hotel Supply	24101 W. Nine Mile Road, Southfield, MI 48033; 313-962-9176 X221	Appliances	\$135,284.00	\$993.20	\$136,277.20	\$122,478.61		\$13,798.59
Elite Fire Safety	46620 Ryan Court, Novi, MI 48377; 248-834-4467	Fire Suppression	\$156,400.00	-\$5,588.18	\$150,811.82	\$143,065.64		\$7,746.18
Konecranes, Inc	43050 W. 10 Mile Rd., Novi, MI 48375; (248) 380-6262	Conveyance Systems	\$41,254.00	\$5,000.00	\$46,254.00	\$18,564.30		\$27,689.70
SE Kalchik Mechanical	47510 Avante Dr., Wixom, MI 48393; 248-449-5070	Plumbing & Compressed Air	\$936,116.00	\$38,346.49	\$974,462.49	\$927,055.81		\$47,406.68
Sherman Heating & Cooling	4500 Morrish Road, Swartz Creek, MI 48473; 810-630-6032	HVAC	\$1,567,021.00	\$39,530.00	\$1,606,551.00	\$1,487,819.25	\$18,000.00	\$100,731.75
EL Electric	1203 Centre Road, Auburn Hills, MI 48326; 248-475-4662	Electrical	\$1,761,732.00	\$151,983.16	\$1,913,715.16	\$1,795,471.57	\$6,049.72	\$112,193.87
Johnson Controls Inc.	31831 Sherman Ave., Madison Heights, MI 48071	Low Voltage	\$403,999.00	\$7,036.12	\$411,035.12	\$388,448.92	\$2,384.25	\$20,201.95

Flagpoles Etc.	51056 Century Court, Wixom, MI 48393; 248-634-7183	Flag Poles	\$29,700.94		\$29,700.94	\$14,850.47		\$14,850.47
BRIVAR Construction Company	9325 Maltby Road, Brighton, MI 48116; (248)446-8000	Permits (Allowance)	\$10,000.00	\$500.00	\$10,500.00	\$7,227.10	\$3,022.90	\$250.00
MEGA	298 Veterans Drive, Fowlerville, MI 48836; 517-223-3512	Staking	\$33,000.00		\$33,000.00	\$29,862.00		\$3,138.00
DMP Sign Company	20732 Negaunee, Southfield, MI 48033; 248-996-9281	Signage	\$32,750.00	\$8,900.00	\$41,650.00	\$31,721.59		\$9,928.41
The Sheer Shop	7393 23 Mile Road, Shelby Township, MI 48316; 586-731-4499	Window Treatments	\$8,738.00	\$4,000.00	\$12,738.00	\$5,800.50		\$6,937.50
City of Warren		Owner Allowance	\$103,832.00	-\$103,832.00	\$-	\$-		\$-
		Allowance #1	\$22,575.00	-\$22,575.00	\$-	\$-		\$-
		Allowance #2	\$17,700.00	-\$17,700.00	\$-	\$-		\$-
Brick Faced Concrete Walls Inc.	40469 W. 11 Mile Rd, Novi, MI 48375	Retaining Wall	\$51,225.25		\$51,225.25	\$51,225.25		\$-
BRIVAR Construction Company	9325 Maltby Road, Brighton, MI 48116; (248)446-8000	General Conditions	\$69,350.00	\$17,210.18	\$86,560.18	\$82,340.18	\$2,210.00	\$2,010.00
BRIVAR Construction Company	9325 Maltby Road, Brighton, MI 48116; (248)446-8000	Brivar Labor	\$329,533.00		\$329,533.00	\$309,516.50	\$9,975.00	\$10,041.50
BRIVAR Construction Company	9325 Maltby Road, Brighton, MI 48116; (248)446-8000	Insurances	\$24,000.00		\$24,000.00	\$22,800.00	\$600.00	\$600.00
BRIVAR Construction Company	9325 Maltby Road, Brighton, MI 48116; (248)446-8000	Bonds	\$120,615.00	\$5,277.25	\$125,892.25	\$119,597.63	\$3,279.24	\$3,015.38

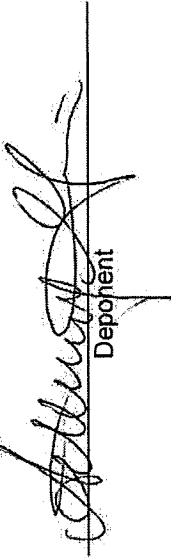
BRIVAR Construction Company	9325 Maltby Road, Brighton, MI 48116; (248)446- 8000	Weather Conditions	\$120,000.00	-\$90,084.21	\$29,915.79	\$28,420.00		\$1,495.79
BRIVAR Construction Company	9325 Maltby Road, Brighton, MI 48116; (248)446- 8000	Overhead	\$388,968.00		\$388,968.00	\$365,684.00	\$11,250.00	\$12,034.00
BRIVAR Construction Company	9325 Maltby Road, Brighton, MI 48116; (248)446- 8000	Fee	\$658,812.36	\$84,295.90	\$743,108.26	\$685,032.59	\$5,701.59	\$52,374.08
Detroit Technical Equipment Company	1091 Centre Rd, Suite 100, Auburn Hills, MI 48326; 248-232-8894	Stainless Millwork	\$61,000.00	\$20,253.44	\$81,253.44	\$57,986.64	\$21,850.80	\$1,416.00
Overhead Door of Whitmore Lake	PO Box 176, Bancroft, MI 48414	Overhead Doors	\$72,274.00	\$74.20	\$72,348.20	\$67,000.80		\$5,347.40
National Water Solutions	47510 Avante Dr., Wixom, MI 48393; 248-449-5070	Compressed Air	\$95,554.00	\$36,637.80	\$132,191.80	\$122,278.04		\$9,913.76
Industrial Commercial Striping	54000 Grand River Ave, New Hudson, MI 48165; 877- 361-4400	Striping	\$1,400.00		\$1,400.00		\$1,400.00	\$-
			\$16,446,478.55	\$964,799.29	\$17,411,277.84	\$16,160,339.94	\$212,437.20	\$1,038,500.70

(Some columns are not applicable to all persons listed)

The contractor has not procured material from, or subcontracted with, any person other than those set forth, and owes no money for the improvement other than the sums set forth.

I make this statement as the contractor to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement for claims of construction liens by laborers that may be provided under section 109 of the construction lien act, 1980 P.A. 497, MCL 570.1109.

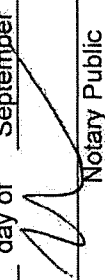
WARNING TO OWNER: AN OWNER OR LESSEE OF THE PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT 1980 P.A. 497, MCL 570.1109 TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.


Deponent

WARNING TO DEPONENT: A PERSON, WHO GIVES A FALSE SWORN STATEMENT WITH THE INTENT TO DEFRAUD IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT 1980 PA 497, MCL 570.1110.

Subscribed and sworn to before me on

2 day of September 20 25


Notary Public

Livingston County Michigan

My commission expires: 11/20/2028

MARY BETH FUSON
Notary Public, State of Michigan
County of Livingston
My Commission Expires 11-20-2028
Acting in the County of Livingston

PARTNERS



September 17, 2025

RE: Warren Fire Station #1 and #5
Payment Application No. 24
PARTNERS Project #21-146

Craig Treppa
Purchasing Agent
City of Warren - Purchasing
One City Square – Suite 425
Warren, MI 48093-2396

Email: ctreppa@cityofwarren.org

Dear Craig:

Attached please find a copy of certified Payment Application No. 24 from Brivar Construction Company. Please issue payment in the amount of \$212,437.20 to Brivar Construction Company at your earliest convenience.

Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

PARTNERS in Architecture, PLC

Michael A. Malone, AIA
Principal

File Ref: 21-146

Enclosure: Certified Payment Application No.24

019447



MacQueen
350 Austin Circle
Delafield, WI 53018
(262) 646-5911
Fax: (262) 646-5912

PLEASE REMIT TO:
MacQueen
1125 7th Street E
St Paul, MN 55106
651-645-5726 • 800-832-6417

Ship To: IAN GRIFFIN WILL PROVIDE
SHIPPING ADDRESSES WHEN
UNITS ARE READY TO BE SHIPPED

Invoice To: WARREN FIRE DEPARTMENT
1 CITY SQUARE
PURCHASING SUITE 425
WARREN MI 48093-5289

DDA

Attention: ORRIN FERGUSON

Branch DELAFIELD, WI			CNNYYY
Date 09/12/25	Time 16:25:33 (O)	Page 01	
Account No WARRE023	Phone No 5867562800	Inv No P54646	
Ship Via N/C SHIPPING		Purchase Order 2529671	
Tax ID No			
		Salesperson 395 / 345	

PARTS INVOICE

ORDER#: 035445

Est. Ship Date 09/30/2025 ✓

Part#	Description	Bin	ORD	ISS	SHF	B/O	UTTTT	Price	Amount
CACSHD-40.WFD	40# EXTRACTOR CIRCUL-AIR HEAVY DUTY INDUSTRIAL SOFT MOUNT EXTRACTOR, 40 LB CAP - 8 PCS INCLUDES SEKO-2 DOSING PUMP AND ONE GALLON OF CITRO-SQUEEZE	D017862	2	2	1			14500.00	14500.00
CAC-DCN-2401-NA.WFD	CIRCUL-AIR ROTO CIRCUL-AIR ROTO-DECON WASHER 240V, 1PH, 60HZ INCLUDES: -PRE-WIRED SEKO PUMP PROGRAMMED TO SC-14 FOR DECON -SCBA HARNESS, CYLINDER, FACEPLATE & GENERAL TURNTABLE RACK -ONBOARD WARM WATER ACCESSORY HOSE FOR PRE-DECON AND POST RINSE OFF -3 YEAR WARRANTY	D017862	2	2	1			24500.00	24500.00
FRT	SHIP & HNDLING		1	1	1			1534.48	1534.48
SALES CONCESSION	SLS CONCESSION		1-	1-	1-			1534.48	1534.48CR

THANK YOU FOR YOUR ORDER! (OA 028272)
TRACKING: DOHRN #88079310 05/07/25

TOTAL DUE 39000.00

SOL-W-1355

11-13-24 Meeting Minutes

494-0000-09493

Attached ✓

X

Received By

Date

VisitUsOnline
www.macqueengroup.com

019837



SALES / SERVICE / SUPPORT
MERCURY SOUND & LIGHTING
28854 WALL STREET
WIXOM, MI 48393

Deposit Invoice

City of Warren - Display and Wall Mount Installation
Document ID: 25-32511-D

Client

City of Warren
One City Square
4th Floor Suite 425
Warren, MI 48093-5289
US
Office: 586-574-4639

Location

City of Warren
One City Square
4th Floor Suite 425
Warren, MI 48093-5289
US
Office: 586-574-4639

PO # 2530953

Quote Date

4/9/2025

Valid Until

6/15/2025

Account Manager

Steve Ward

Payment Terms

In Advance

Deposit

50%

Deposit Amount

\$20,229.68

Discount**Sales Tax Status**

Tax Exempt

Qty.**Item Description**

Fire Station #1 - 23211 Van Dyke Ave.

Station #1

- 2 Samsung QN85Q7FAAFXZA
- 9 Samsung QN50Q7FAAFXZA 50" QLED 4K QHDR
- 1 Samsung QN55Q7FAAFXZA 55" QLED 4K QHDR
- 4 Samsung QN65Q7FAAFXZA
- 16 Sanus VLFS820
- 2 Installer

Station #1 Total:**19,979.68**

Fire Station #5 30619 Schoenherr - COMPLETED

Fire Station #5

- 2 Samsung QN85Q7FAAFXZA
- 9 Samsung QN50Q7FAAFXZA 50" QLED 4K QHDR
- 1 Samsung QN55Q7FAAFXZA 55" QLED 4K QHDR
- 4 Samsung QN65Q7FAAFXZA
- 16 Sanus VLFS820
- 2 Installer

ITB-W-1488

Meeting Minutes 6-4-25 Attached ✓

Fire Station #5 Total:**19,979.68**

Displays listed on the fair pricing excel sheet are EOL and are being replaced by the displays on our quote. This is information coming from the distributor/manufacture.

Notes

This quote includes no cabling or mounting of OFE equipment.

Deposit Due:**\$20,229.68**

494.9494.97400

All displays must be installed at the same time for each site.

Displays listed on the fair pricing excel sheet are EOL and are being replaced by the displays on our quote. This is information coming from the distributor/manufacturer.

Invoice for Station 5 that is completed.

Date: September 5, 2025

Invoice: DDA0625

City of Warren
Office of the Controller
One City Square, Suite 425
Warren, Michigan 48093-5289

To: Downtown Development Authority

Reimbursable expenses:
January through June 2025

January-25

Payroll - Permanent/Temp	\$ 18,721.31
Workers Comp	20.60
City VEBA Expense	1,831.00
Blue Cross	1,798.00
Delta Dental/Golden	149.96
Dearborn National Life Ins	385.90
Windstream	46.68
Gasoline-Police	-
Postage	27.72
	<u>\$ 22,981.17</u>

February-25

Payroll - Permanent/Temp	\$ 19,910.70
Workers Comp	21.92
City VEBA Expense	1,831.00
Blue Cross	1,798.00
Delta Dental/Golden	149.96
Dearborn National Life Ins	192.95
Windstream	23.48
Gasoline-Police	-
Postage	5.80
	<u>\$ 23,933.81</u>

March-25

Payroll - Permanent/Temp	\$ 19,438.30
Workers Comp	21.45
City VEBA Expense	1,831.00
Blue Cross	1,798.00
Delta Dental/Golden	149.96
Dearborn National Life Ins	192.95
Windstream	-
Gasoline-Police	-
Postage	11.04
	<u>\$ 23,442.70</u>

April-25

Payroll - Permanent/Temp	\$ 10,861.87
Payroll - Temp	-
Workers Comp	-
City VEBA Expense	1,831.00
Blue Cross	1,798.00
Delta Dental/Golden	-
Dearborn National Life Ins	342.91
Windstream	23.44
Gasoline-Police	-
Postage	11.01
	<u>\$ 14,868.23</u>

May-25

Payroll - Permanent/Temp	\$ 28,077.89
Workers Comp	-
City VEBA Expense	1,831.00
Blue Cross	1,798.00
Delta Dental/Golden	149.96
Dearborn National Life Ins	193.25
Windstream	23.72
Gasoline-Police	45.90
Postage	11.60
	<u>\$ 32,131.32</u>

June-25

Payroll - Permanent/Temp	\$ 19,998.62
Workers Comp	-
City VEBA Expense	1,830.00
Blue Cross	1,798.00
Delta Dental/Golden	149.96
Dearborn National Life Ins	-
Windstream	47.49
Doc U Sign	131.04
Postage	10.59
	<u>\$ 23,965.70</u>

Allocation of TIFA expenditures

		4.60%
Payroll	117,008.69	\$ 5,382.40
Employee/Retiree Insurances	26,821.01	1,233.77
Telephone	164.81	7.58
Gasoline	176.94	8.14
Postage	77.76	3.58
	<u>144,249.21</u>	<u>\$ 6,635.47</u>

DDA/TIFA expenditures

\$ 141,322.93

FYE accruals & adjustments

Workers Comp	\$ 60.40
Blue Cross	2,865.88
	<u>\$ 2,926.28</u>

DDA/TIFA expenditures

\$ 144,249.21

DDA only expenditures:

Administrative fee	222,300.00
ACT 345 Millage	1,658,281.71
	-
Invoices Paid by City****	37,888.29

The following percentages are applicable effective 7/01/24:

DDA portion 494-24101	95.40%	\$2,056,083.74
TIFA portion 495-24101	4.60%	\$ 6,635.47
		<u>\$2,062,719.21</u>

Total Amount Due DDA & TIFA

~~\$ 2,062,719.21~~

DDA \$397,802.03

TIFA \$6,635.47

\$404,437.50
342