



Agenda

**Regular Meeting of the Public
Works and Utilities Committee
June 29, 2026 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue**

Procedures for Public Works and Utilities Committee Meeting

Viewing: *If the relevant technology is available to record the meeting in City Hall,* members of the public may stream the meeting live on the [City of Santa Fe's YouTube channel](#). The YouTube live stream can be accessed from most smartphones, tablets, or computers.

The video recording, *if created*, of this and all past meetings of the Public Works and Utilities Committee will also remain available for viewing at any time on the [City's YouTube channel](#). Staff is available to help members of the public access pre-recorded Governing Body meetings online at any time during normal business hours. Please call 955-6521 for assistance.

If relevant technology is available and functioning for City use, the following options may be available:

Virtual Public Comment: To provide public comment virtually, you must join the Zoom meeting by internet or phone, using the following link:

- Internet: [Join the Zoom](#) meeting on the internet using a computer, laptop, smartphone, or tablet. Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.
- Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: US: - Webinar ID: Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Chair to speak at the appropriate time.

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Public Comment
6. Presentations
 - a. Presentation on Voda.ai Water Main Risk and Prioritization Software. (Taylor

Jurgens, Engineer, Public Utilities Department; trjurgens@santafenm.gov).

7. Action Items: Consent Agenda

- a. Request for Approval of the June 15, 2026, Public Works and Utilities Committee Meeting Minutes. (Norma Sutor, Administrative Assistant; nasutor@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 06/29/2026

- b. Request for Approval of Amendment No. 4 to Solutions Agreement Item #22-0176 with Mainline Information Systems to Increase Compensation by \$441,580.88 for a New Total Amount of \$1,480,454.36 Including NMGR and Extend the Term to August 31, 2027, for Managed Detection and Response Solution, Managed Risk Solution, and Managed Security Awareness. (Eric Candelaria, ITT Department Director; edcandelaria@santafenm.gov).

Committee Review:

Public Works and Utilities Committee: 06/29/2026

Finance Committee: 07/06/2026

Governing Body: 07/08/2026

- c. Request for Approval of a Professional Services Agreement with Langan LLC for Software Consulting Services to Integrate OpenGov Enterprise Asset Management and Geographic Information Services Systems in the Total Amount of \$600,000 through June 30, 2030. (Sean Moody, Capital Projects Manager, Public Works Department; sxmoody@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 06/29/2026

Finance Committee: 07/06/2026

Governing Body: 07/08/2026

- d. CONSIDERATION OF BILL NO. 2026-12. ADOPTION OF ORDINANCE NO. 2026-_____. (Mayor Michael Garcia and Councilor Paul Bustamante). A Bill Specifying that Specific and Limited Fishing Events on City-Owned Property in the Santa Fe Municipal Watershed May be Approved by the Governing Body. (Alan Hook, Water Resources Coordinator, Public Utilities Department; aghook@santafenm.gov)

Committee Review:

Governing Body (Introduced): 06/10/2026

Governing Body (Public Comment): 06/24/2026

Public Works and Utilities Committee: 06/29/2026

Quality of Life Committee: 07/01/2026

Public Works and Utilities Committee

June 29, 2026

Page 2 of 3

Governing Body: 07/08/2026

- e. CONSIDERATION OF RESOLUTION NO. 2026-____. (Councilor Patricia Feghali and Councilor Alma Castro)
A Resolution Amending Resolution Nos. 2014-49 and 2016-80 to Close the Streets Surrounding Plaza Park Annually from Memorial Day to October 31st or Later and to Close Lincoln Avenue and Palace Avenue, Next to Plaza Park Permanently. (Sam Burnett, Public Works Director; jsburnett@santafenm.gov)

Committee Review:

Governing Body (Introduced): 06/24/2026

Public Works and Utilities Committee: 06/29/2026

Quality of Life Committee: 07/01/2026

Finance Committee: 07/06/2026

Governing Body: 07/08/2026

- 8. Action Items: Discussion Agenda
- 9. Executive Session
- 10. Matters from Staff
- 11. Matters from the Committee
- 12. Matters from the Chair
- 13. Next Meeting: Monday, July 20, 2026
- 14. Adjourn

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.

Regular Meeting of the Public Works and Utilities Committee
June 15, 2026 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue
MINUTES

1. Call to Order

The Regular Meeting of the Public Works and Utilities Committee was called to order by Councilor Amanda Chavez at 5:00 PM, on Monday, June 15, 2026, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. Roll Call

MEMBERS PRESENT

City Councilor, District 4 Amanda Chavez
City Councilor, District 2 Elizabeth Barrett
City Councilor, District 2 Paul Bustamante
City Councilor, District 1 Patricia Feghali

MEMBERS EXCUSED

City Councilor, District 3 Pilar Faulkner

OTHER PARTICIPANTS ATTENDING

Sean Moody, Capital Projects Manager
Sam Burnett, Facilities Division Director
Melissa McDonald, Park and Open Space Division Director
Palmer Anderson, Policy Analyst
David Parra, Environmental Services Supervisor
Kevin Crawford, Environmental Services Department Collections Equipment Operator
Faviola Chavez, Affordable Housing Director

3. Approval of Agenda

MOTION A motion was made by Councilor Feghali, seconded by Councilor Bustamante to Approve.

VOTE The motion passed on a voice vote.

4. Approval of Consent Agenda

Approval for the Consent Agenda was (retracted, withdrawn) twice.

MOTION A motion was made by Councilor Bustamante, seconded by Councilor Barrett to Approve as Amended by Councilor Chavez, pulling Item 7g.

VOTE The motion passed on a roll call vote.

City Councilor, District 4 Amanda Chavez -yes
City Councilor, District 2 Elizabeth Barrett -yes

City Councilor, District 2 Paul Bustamante -yes
City Councilor, District 1 Patricia Feghali -yes

First, Motion was made by Councilor Bustamante, seconded by Councilor Barrett to withdraw Approval of Consent Agenda (Item 6b).

Second **MOTION** was made by Councilor Bustamante, seconded by Councilor Barrett to Approve as Amended by Councilor Chavez, pulling Items 7g and 7h.

VOTE The motion passed on a roll call vote.

City Councilor, District 4 Amanda Chavez -yes
City Councilor, District 2 Elizabeth Barrett -yes
City Councilor, District 2 Paul Bustamante -yes
City Councilor, District 1 Patricia Feghali -yes

Second Motion was made by Councilor Bustamante, seconded by Councilor Barrett to withdraw Approval of Consent Agenda as Amended by Councilor Chavez (Item 7j).

VOTE The motion passed on a roll call vote.

City Councilor, District 4 Amanda Chavez -yes
City Councilor, District 2 Elizabeth Barrett -yes
City Councilor, District 2 Paul Bustamante -yes
City Councilor, District 1 Patricia Feghali -yes

Third **MOTION** was made by Councilor Chavez, seconded by Councilor Barrett to Approve as Amended by pulling Items 7g, 7h, and 7j.

VOTE The motion passed on a roll call vote.

City Councilor, District 4 Amanda Chavez -yes
City Councilor, District 2 Elizabeth Barrett -yes
City Councilor, District 2 Paul Bustamante -yes
City Councilor, District 1 Patricia Feghali -yes

5. Public Comment

6. Presentations

a.

Public Utilities Department Employee of the Month for June 2026: Kevin Crawford, Environmental Services Collections Equipment Operator, Public Utilities Division. (David Ruiz-Parra, Environmental Services Department Supervisor; dfuizparra@santafenm.gov, Debora Trujillo, Environmental Services Division Director; dctrujillo@santafenm.gov)

- b. Presentation of External Requests for Inclusion in the Infrastructure Capital Improvements Plan FY 2028-2032. (Sean Moody, Capital Projects Manager; sxmoody@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 06/15/2026

Quality of Life Committee: 06/17/2026

Finance Committee: 06/22/2026

Governing Body: 06/24/2026

7. Action Items: Consent Agenda

- a. Request for Approval of the June 1, 2026, Public Works and Utilities Committee Minutes. (Norma Sutor, Administrative Assistant; nasutor@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 06/15/2026

Approved on Consent

- b. Request for Approval of a Budget Adjustment Request (BAR) in the Total Amount of \$250,000 to Allocate Half Percent Gross Receipts Tax to Complete Streets FY26 WIP Construction for Repairs to Corte de Princesa. (Marcos Esquibel, Acting Complete Streets Department Director; mpesquibel@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 06/15/2026

Finance Committee: 06/22/2026

Governing Body: 06/24/2026

Approved on Consent

- c. Request for Approval of the New Mexico Special Appropriate Grant Agreement Firefighter Recruitment Fund 24-ZI5036-124 in the Total Amount of \$12,792 to Support Santa Fe Fire Department (SFFD) Equipment Reimbursement Program. (Scott Ouderkirk, Interim Fire Chief; slouderkirk@santafenm.gov, Mario D. Risso, Assistant Fire Chief; mdrisso@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 06/15/2026

Public Safety Committee: 06/16/2026

Finance Committee: 06/22/2026

Governing Body: 06/24/2026

Approved on Consent

- d. Request for Approval of a Budget Adjustment Request (BAR) in the Total Amount of \$2,000,000 from Water WIP Construction to New Mexico State

Engineer for Critical Dam Maintenance and Improvements at Nichols Dam.
(Taylor Jurgens, Engineer; trjurgens@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 06/15/2026

Finance Committee: 06/22/2026

Governing Body: 06/24/2026

Approved on Consent

- e. Request for Approval of a Budget Adjustment Request (BAR) in the Total Amount of \$1,354,479 from Water WIP Construction to New Mexico State Engineer for Planning and Design for the Rehabilitation of McClure Dam.
(Taylor Jurgens, Engineer; trjurgens@santafenm.gov)

Committee Review:

Public Works and Utilities: 06/15/2026

Finance Committee: 06/22/2026

Governing Body: 06/24/2026

Approved on Consent

- f. Request for Approval of Amendment No. 1 to Lease Agreement Item #16-0828 with Santa Fe Solid Waste Management Agency to Extend the First Option Term to May 31, 2032, and Increase Rent to \$277,774.80 with a 2.5% Annual Increase for the Lease of the City-Owned Buckman Road Recycling and Transfer Station. (Terry Lease, Asset Development Manager; tjlease@santafenm.gov, Nina A. Nguyen, Project Manager; nanguyen@santafenm.gov)

Committee Review:

Public Works & Utilities Committee: 06/15/2026

Finance Committee: 06/22/2026

Governing Body: 06/24/2026

Approved on Consent

- g. Request for Approval of Amendment No. 1 to Professional Services Contract #26-0125 with Kiwanis Club of Santa Fe to Increase Compensation by \$51,179.80 for Event Management Services for the City's Fourth of July Celebrations. (Melissa McDonald, Parks and Open Space Director; mamcdonald@santafenm.gov)

Committee Review:

Governing Body (Introduced): 06/10/2026

Public Works and Utilities Committee: 06/15/2026

Quality of Life Committee: 06/17/2026

Governing Body: 06/24/2026

MOTION A motion was made by Councilor Feghali, seconded by Councilor Barrett to

Approve.

VOTE The motion passed on a roll call vote.

City Councilor, District 4 Amanda Chavez -yes
City Councilor, District 2 Elizabeth Barrett -yes
City Councilor, District 2 Paul Bustamante -yes
City Councilor, District 1 Patricia Feghali -yes

- h. CONSIDERATION OF RESOLUTION NO. 2026-____. (Mayor Michael Garcia)
A Resolution Adopting the City of Santa Fe's 2028- 2032 Infrastructure Capital Improvements Plan. (Sean Moody, Capital Projects Manager; sxmoody@santafenm.gov)

Committee Review:

Governing Body (Introduced): 06/10/2026
Public Works and Utilities Committee: 06/15/2026
Finance Committee: 06/22/2026
Governing Body: 06/24/2026

MOTION A motion was made by Councilor Chavez, seconded by Councilor Bustamante to
Amend RESOLUTION NO. 2026-____, adopt all five projects into the City of Santa Fe's 2028-2032 Infrastructure Capital Improvements Plan.

VOTE The motion passed on a roll call vote.

City Councilor, District 4 Amanda Chavez -yes
City Councilor, District 2 Elizabeth Barrett -yes
City Councilor, District 2 Paul Bustamante -yes
City Councilor, District 1 Patricia Feghali -yes

- i. CONSIDERATION OF RESOLUTION NO. 2026-____. (Mayor Michael Garcia and Councilor Alma Castro)
A Resolution Authorizing the Annual Installation of Twenty-Five Banners from October 1 through November 1, Commemorating the Santa Fe International Film Festival Along the Guadalupe Corridor. (Jennifer LaBar-Tapia, Film Office Executive Director; jllabartapia@santafenm.gov)

Committee Review:

Governing Body (Introduced): 06/10/2026
Public Works and Utilities Committee: 06/15/2026
Quality of Life Committee: 06/17/2026
Governing Body: 06/24/2026

Approved on Consent

- j. CONSIDERATION OF BILL NO. 2026-11. ADOPTION OF ORDINANCE NO.

2026-____. (Mayor Michael Garcia, Councilor Alma Castro, and Councilor Pilar Faulkner)

A Bill Relating to the Santa Fe Homes Program and Requirements for Rental Units; Amending Section 26-1.22 to Make Certain Technical Changes, to Clarify the Calculation of Fees Paid in Lieu of Providing On-Site Affordable Units, to Amend the Fee-in-Lieu Calculation to Use Thirty Percent of the Area Median Income Instead of Sixty-Five Percent when Determining Base Fee Amount. (Faviola Chavez, Affordable Housing Director; fachavez@santafenm.gov)

Committee Review:

Governing Body (Introduction): 05/27/2026

Governing Body (Public Comment): 06/10/2026

Quality of Life Committee: 06/17/2026

Finance Committee: 06/22/2026

Governing Body (Public Hearing): 07/08/2026

MOTION A motion was made by Councilor Bustamante, seconded by Councilor Barrett, request to waive Procedural Rule, Roman numeral 4-C-3A, Item to be pulled from discussion tonight and added to the CDC Committee meeting June 17th, 2026.

VOTE The motion passed on a roll call vote.

City Councilor, District 4 Amanda Chavez
City Councilor, District 2 Elizabeth Barrett
City Councilor, District 2 Paul Bustamante
City Councilor, District 1 Patricia Feghali

MAIN MOTION A motion on the main Bill was made by Councilor Feghali, seconded by Councilor Barrett to Approve.

VOTE The motion passed on a roll call vote.

City Councilor, District 4 Amanda Chavez
City Councilor, District 2 Elizabeth Barrett
City Councilor, District 2 Paul Bustamante
City Councilor, District 1 Patricia Feghali

8. Action Items: Discussion Agenda

9. Executive Session

10. Matters from Staff

11. Matters from the Committee

12. Matters from the Chair

13. Next Meeting: Monday, June 29, 2026

14. Adjourn

Meeting Adjourned at 5:30 PM.

Liaison

Chair

The Purchasing Memo

Date: June 1, 2026

Finance Committee/ Governing Body

From: Erin Gomez, Contract Administrator

Via: Eric Candelaria, ITT Department Director 
Eric Candelaria (Jun 1, 2026 13:14:37 MDT)

Subject: Mainline Information Systems Amendment 4

Vendor Name: Mainline Information Systems

Munis Vendor Number: 3408

ITEM AND ISSUE:

ITT Department Respectfully Requests Your Review and Approval of Amendment #4 to Solutions Agreement Item #22-0176 with Mainline Information Systems to add Additional Products, Extend the Term by One Year, and Increase the Compensation in the Total Amount of \$441,580.88 not to Exceed \$1,480,454.36 Including NMGRT. (Eric Candelaria, ITT Department Director; edcandelaria@santafenm.gov).

CONTRACT NUMBER:

The FY25 Munis contract number is 3203279.

BACKGROUND AND SUMMARY:

The Information Technology and Telecommunications (ITT) Department bears the critical responsibility of ensuring robust security and preservation of the City's data and information assets. In today's increasingly complex digital landscape, comprehensive cybersecurity measures are essential to maintaining the integrity, confidentiality, and availability of municipal records and documentation.

Our security strategy emphasizes proactive risk management rather than reactive incident response. Through this proposed agreement, ITT will implement enterprise-grade security information and event management (SIEM) capabilities alongside continuous vulnerability assessment protocols. Additionally, we will engage Mainline Information Systems as our dedicated Security Operations Center (SOC) provider to deliver expert threat detection and response solutions.

This strategic partnership will enable real-time security monitoring, threat intelligence integration, and coordinated incident response between Mainline Information System's specialized personnel and our internal

ITT security team. This collaborative approach strengthens our security posture while maximizing operational efficiency and cybersecurity expertise.

This document constitutes the third amendment to Solution Agreement #22-0176, extending the contract term by one full year, increasing the total compensation by \$441,580.88, and expanding the scope to include additional product offerings.

FUNDING SOURCE:

Fund Name/Number: ITT Service of Other Dept/ 620

Munis Org Name/Number: ITT EAS/ 6203600

Munis Object Name/Number: Software Subscriptions/ 530710

Budget Officer / Designee: Andy Hopkins **Date:** 06/11/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-135, Coop

Chief Procurement Officer (CPO)/Designee:  **Date:** 06/18/2026

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☒ Yes | ☐ No

Approval:  **Title:** _____ **Date:** 06/01/2026

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

ATTACHMENTS:

Mainline Information Systems Amendment #3 to Solutions Agreement Item#22-0176

Mainline Information Systems Amendment #3 to Solutions Agreement Item#22-0176

Mainline Information Systems Amendment #2 to Solutions Agreement Item#22-0176

Mainline Information Systems Amendment #1 to Solutions Agreement Item#22-0176

Mainline Information Systems Solutions Agreement Item#22-0176

Cooperative Purchasing Agreement #21-0149

Mainline Information Systems Quote

Mainline Information Systems COI

Mainline Information Systems W9

**CITY OF SANTA FE
AMENDMENT No. 4 TO
SOLUTIONS AGREEMENT #22-0176**

This AMENDMENT No. 4 (the "Amendment") amends the CITY OF SANTA FE SOLUTIONS AGREEMENT, dated April 20, 2022 (the "Contract"), between the City of Santa Fe (the "City") and Arctic Wolf Networks, Inc./Mainline Information Systems (the "Contractor"). The date of this Amendment shall be the date of the last signature below.

RECITALS:

- A. Under the terms of the Contract, Contractor has agreed to provide the Solutions prescribed in Proposal MIS-171042-1-3 and Proposal MIS-171042-1-4 attached herein.
- B. Pursuant to Article 12 (Term and Renewal) of the Arctic Wolf Networks, Inc. Solutions Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. COMPENSATION

The compensation is hereby amended to increase in the total amount of four hundred forty-one thousand, five hundred eighty dollars and eighty-eight cents (\$441,580.88) based on the fixed prices described in the attached MIS-171042-1-2 Proposal:

The City shall pay to the Contractor a total not to exceed one million, four hundred eighty thousand, four hundred fifty-four dollars and thirty-six cents (\$1,480,454.36) which includes any applicable gross receipts tax.

2. TERM

The term of this Agreement is hereby extended to August 31st, 2027, unless terminated per the terms of this Agreement.

3. ASSIGNMENT

Arctic Wolf Networks, Inc./Mainline Information Systems has been acquired by Peller Technologies. The Agreement is now assigned to Peller Technologies.

4. CONTRACT IN FULL FORCE

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the Contract as of the date of last signature below.

CITY OF SANTA FE:

MICHAEL GARCIA, CITY MAYOR

DATE: _____

CONTRACTOR:
PELLERA TECHNOLOGIES

Nick Jacobson

NICK JACOBSON, DIRECTOR OF OPERATIONS

DATE: May 29, 2026

ATTEST:

GERALYN CARDENAS, CITY CLERK

CITY ATTORNEY'S OFFICE:

Sarah Piltch
Sarah Piltch (May 29, 2026 14:05:45 MDT)
SARAH PILTCH, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Andrea Phillips
ANDREA PHILLIPS (Jun 18, 2026 16:29:19 MDT)
ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

The Purchasing Memo

Date: May 22, 2025

Finance Committee/ Governing Body

From: Joshua Chandler, Contract Administrator

Via: Eric Candelaria, ITT Department Director/ Larry Worstell, ISD Manager

Subject: Mainline Information Systems Amendment 3

Vendor Name: Mainline Information Systems

Munis Vendor Number: 3408

ITEM AND ISSUE:

ITT Department Respectfully Requests Your Review and Approval of Amendment #3 to Solutions Agreement Item #22-0176 with Mainline Information Systems to add Additional Products, Extend the Term by One Year, and Increase the Compensation in the Total Amount of \$323,605 not to Exceed \$1,038,873.48 Including NMGR. (Eric Candelaria, ITT Department Director; edcandelaria@santafenm.gov; Larry Worstell, ISD Manager; lfworstell@santafenm.gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3203279.

BACKGROUND AND SUMMARY:

The Information Technology and Telecommunications (ITT) Department bears the critical responsibility of ensuring robust security and preservation of the City's data and information assets. In today's increasingly complex digital landscape, comprehensive cybersecurity measures are essential to maintaining the integrity, confidentiality, and availability of municipal records and documentation.

Our security strategy emphasizes proactive risk management rather than reactive incident response. Through this proposed agreement, ITT will implement enterprise-grade security information and event management (SIEM) capabilities alongside continuous vulnerability assessment protocols. Additionally, we will engage Mainline Information Systems as our dedicated Security Operations Center (SOC) provider to deliver expert threat detection and response solutions.

This strategic partnership will enable real-time security monitoring, threat intelligence integration, and coordinated incident response between Mainline Information System's specialized personnel and our internal

ITT security team. This collaborative approach strengthens our security posture while maximizing operational efficiency and cybersecurity expertise.

This document constitutes the third amendment to Solution Agreement #22-0176, extending the contract term by one full year, increasing the total compensation by \$323,605, and expanding the scope to include additional product offerings.

FUNDING SOURCE:

Fund Name/Number: ITT Service of Other Dept/ 620

Munis Org Name/Number: ITT Infrastructure/ 6203650

Munis Object Name/Number: Software Subscriptions/ 530710 (\$259,605.00)

FUNDING SOURCE:

Fund Name/Number: ITT Service of Other Dept/ 620

Munis Org Name/Number: ITT EAS/ 6203600

Munis Object Name/Number: Software Subscriptions/ 530710 (\$61,000.00)

FUNDING SOURCE:

Fund Name/Number: ITT Service of Other Dept/ 620

Munis Org Name/Number: ITT Infrastructure/ 6203650

Munis Object Name/Number: Service Contracts/ 510310 (\$3,000.00)

Budget Officer / Designee: Andy Hopkins **Date:** 05/23/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-135, Coop

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montano **Date:** 05/23/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☒ Yes | ☐ No

Approval: Eric Candelaria Eric Candelaria (May 22, 2025 14:09 MDT) **Title:** _____ **Date:** 05/20/2025

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

Mainline Information Systems Amendment #3 to Solutions Agreement Item#22-0176

Mainline Information Systems Amendment #2 to Solutions Agreement Item#22-0176

Mainline Information Systems Amendment #1 to Solutions Agreement Item#22-0176

Mainline Information Systems Solutions Agreement Item#22-0176

Cooperative Purchasing Agreement #21-0149

Mainline Information Systems Quote

Mainline Information Systems COI

Mainline Information Systems W9

**CITY OF SANTA FE
AMENDMENT No. 3 TO
SOLUTIONS AGREEMENT**

This AMENDMENT No. 3 (the "Amendment") amends the CITY OF SANTA FE SOLUTIONS AGREEMENT, dated April 20, 2022 (the "Contract"), between the City of Santa Fe (the "City") and **Arctic Wolf Networks, Inc.** (the "Contractor"). The date of this Amendment shall be the date of the last signature below.

RECITALS:

- A. Under the terms of the Contract, Contractor has agreed to provide the Solutions prescribed in proposal MIS-130280-1 attached herein.
- B. Pursuant to Article 1 of the Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SCOPE OF WORK

- A. Article 1 of the Contract is amended to provide additional products for the city listed on Quote# MIS-144185-1 including: Arctic Wolf MDR Data Explorer, Arctic Wolf 200 Series Sensor, Arctic Wolf Managed Security Awareness Service, Arctic Wolf Managed Security Awareness Plus Add on, and Arctic Wolf Sensor/Scanner Shipping.

2. COMPENSATION

- A. The compensation is hereby amended to increase in the total amount by Three hundred twenty-three thousand, six hundred five dollars. (\$323,605).
- B. The increase in compensation brings the total amount of the agreement to One million, thirty-

eight thousand, eight hundred seventy-three dollars and forty-eight cents (\$1,038,873.48).

C. The additional compensation shall be paid in equal monthly installments according to the payment schedule in the original agreement.

D. Except as specifically amended herein, all other terms and conditions of the Contract regarding compensation shall remain in full force and effect.

3. TERM

A. The term of this Agreement is hereby extended to May 31, 2026, unless earlier terminated as provided herein.

4. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the Contract as of the date of last signature below.

CITY OF SANTA FE:

CONTRACTOR:
Arctic Wolf Networks, Inc.


Alan Webber (May 29, 2025 22:11 EDT)

ALAN WEBBER, CITY MAYOR


Pablo Garfunkel (May 22, 2025 13:13 EDT)

PABLO GARFUNKEL, VP OF OPERATIONS

DATE: 05/29/2025

DATE: 05/22/2025

ATTEST:

Registration # 136891


ANDREA SALAZAR (May 29, 2025 20:13 MDT)

ANDREA SALAZAR, CITY CLERK



GB MTG 05/28/25

CITY ATTORNEY'S OFFICE:

Christopher W. Ryan

Christopher W. Ryan (May 22, 2025 11:12 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

Item# 24-0348

Munis Contract# 3203279

Original Contract Item# 22-0176

SWPA/GSA/Coop/RFP/ITB #: NCPA-ITEM #21-0149 Contract 01-96

CITY OF SANTA FE
AMENDMENT No. 2 TO SOLUTIONS AGREEMENT BETWEEN THE CITY OF SANTA FE
AND ARTIC WOLF
ITEM# 22-0176

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE SOLUTIONS AGREEMENT, dated April 20, 2022 (the "Agreement"), between the City of Santa Fe (the "City") and Arctic Wolf Networks, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the Solutions prescribed in proposal MIS-130280-1 attached herein.

B. Pursuant to Article 1 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

The compensation with the Contractor is as follows:

- Original Contract signed April 20, 2022 with Quote MIS-91746-1-1 of \$224,993.98;
- Amendment #1 signed May 14, 2023 with Quote MIS-105986-1 of \$231,301.50 increasing the total compensation to \$456,295.48; and
- Amendment #2 with Quote MIS-130280-1 of \$258,973.00 for a total compensation of \$715,268.48.

The City shall pay to its Authorized Party the Subscription Fees based upon fixed prices described in the attached Exhibit "2". The total compensation under this Agreement shall not exceed \$715,268.48 including gross

receipts taxes.

2. TERM:

Proposal MIS-105986-1 of the Agreement is hereby deleted in its entirety to be substituted with Proposal MIS-130280-1 in its place.

The City's Subscription Term for the Solutions shall be June 1, 2024 through May 31, 2025.

3. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Contract as of the dates set forth below.

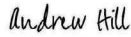
CITY OF SANTA FE:


Alan Webber (May 30, 2024 15:54 MDT)

ALAN WEBBER/MAYOR

DATE: May 30, 2024

CONTRACTOR:
Arctic Wolf Networks, Inc

DocuSigned by:

ANDREW HILL

CHIEF LEGAL OFFICER & GC

DATE: 4/24/2024
CRS# _____

Registration # _____

ATTEST:



GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 05/29/2024

XIV

CITY ATTORNEY'S OFFICE:


Marcos Martinez (Apr 24, 2024 16:01 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



FINANCE DIRECTOR

Item# 23-0214

Munis Contract# 3203279

**AMENDMENT No. 1 TO SOLUTIONS AGREEMENT BETWEEN THE CITY OF SANTA FE
AND ARCTIC WOLF
ITEM# 22-0176**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE SOLUTIONS AGREEMENT, dated April 20, 2022 (the "Agreement"), between the City of Santa Fe (the "City") and Arctic Wolf Networks, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the Solutions prescribed in proposal MIS-105986-1 attached herein.

B. Pursuant to Article 1 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

This Amendment No. 1 increases the amount of compensation to be paid by the City to Arctic Wolf by \$231,301.50.

The City shall pay to its Authorized Party the Subscription Fees based upon fixed prices described in the attached Exhibit "2". The total compensation under this Agreement shall not exceed \$457,523.76 including gross receipts taxes.

2. TERM:

Proposal MIS-91746-1 of the Agreement is hereby deleted in its entirety to be substituted with Proposal MIS-105986-1 in its place.

The City's Subscription Term for the Solutions shall be June 1, 2023 through May 31, 2024.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement as of the dates set forth below.

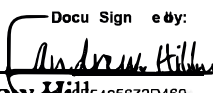
CITY OF SANTA FE:



ALAN WEBBER, MAYOR

DATE: May 14, 2023

CONTRACTOR:

Docu Sign e dy:  DS
Andrew Hill 5495672D469...

General Counsel

Chief Legal Officer & GC

DATE: 4/20/2023

CRS# _____

Registration # _____

ATTEST:



KRISTINE BUSTOS MIHELICIC, CITY CLERK X/V
GB MTG 05/10/23

CITY ATTORNEY'S OFFICE:


[Marcos Martinez \(Apr 21, 2023 09:57 MDT\)](#)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

Emily K. Oster (May 12, 2023 17:26 MDT)

EMILY OSTER, FINANCE DIRECTOR

Org. Name/Org.#

SOLUTIONS AGREEMENT

This Solutions Agreement (the "**Agreement**") is a legal agreement entered into by and between the Customer identified in the signature block below ("**The City of Santa Fe**") and Arctic Wolf Networks, Inc. ("**Arctic Wolf**") and governs any order forms, quotes, or other ordering document executed by the Customer ("**Proposal Number: MIS-91746-1**") that reference this Agreement. An Order Form will be issued to Customer by an Arctic Wolf authorized partner which as of the Effective Date (defined below) is **Mainline Information Systems** but may be updated from time-to-time at Customer's election ("**Authorized Partner**"). This Agreement is effective on the date last executed in the signature block below (the "**Effective Date**"). This Agreement permits Customer to purchase subscriptions to the Solutions, as defined below, identified in the Order Form from its Authorized Partner and sets forth the terms and conditions under which those Solutions will be delivered. The Agreement consists of the terms and conditions set forth below, any attachments or exhibits identified herein and any Order Forms that reference this Agreement. If there is a conflict between the terms below, the Order Form, or the terms set forth in an URL referenced herein (such URL terms, the "**Terms**"), the documents will control in the following order: the Order Form, this Agreement, and the Terms. Any capitalized terms not otherwise defined herein will have the meaning set forth in the Solutions Terms.

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Scope.**

- 1.1 **Solutions.** Customer will purchase and Arctic Wolf, together with its Affiliates, will provide the specific products and services (each a "**Solution**" or collectively, "**Solutions**") as specified in the applicable Order Form. For purposes of this Agreement, "**Affiliate**" means any company or other entity, which directly or indirectly controls, is controlled by or is under joint control with Arctic Wolf.

A Solution will be comprised of the following components:

	Managed Detection & Response Solution	Managed Risk Solution	Managed Security Awareness / Managed Security Awareness+ Solution ("MA/MA+")
Software	The object form of any software, including any operating system software included in the Equipment, and add-ons offering enhanced features and functionality made generally available to Arctic Wolf customers from time-to-time	The object form of any software, including any related to virtual Equipment, if applicable, any operating system software included in the Equipment, and add-ons offering enhanced features and functionality made generally available to Arctic Wolf customers from time-to-time	N/A
Equipment	Virtual appliances or physical sensors	Virtual appliances or physical scanners	N/A
Content	N/A	N/A	Online access and download rights, if licensed by Customer, to Customer learning content and Content Compliance Pack within the Administrator Dashboard and/or Content Library
Content Management Hosting Environment	N/A	N/A	Access to and use of a cloud-based learning management tool (the "Administrator Dashboard") and metrics related to the use of the Content by Customer's users
Services	Support, onboarding services, and services provided by Security Services, all as described in the Solutions Terms (defined below)	Support, onboarding services, and services provided by Security Services, all as described in the Solutions Terms (defined below)	Support, onboarding services, and Content modification services, all as described in the Solutions Terms (defined below)
Professional Services	As agreed by the parties in accordance with Section 3	As agreed by the parties in accordance with Section 3	As agreed by the parties in accordance with Section 3
Platform	Unlimited data ingestion Access to the Customer Portal Use of the Arctic Wolf Agent 90-day Log Retention (unless another retention period is purchased by	Unlimited data ingestion Access to the Customer Portal Use of the Arctic Wolf Agent	N/A

	Customer and set forth on an Order Form)		
--	--	--	--

1.2 License Grant. The Solutions are provided on a subscription basis for a set term designated on the Order Form (each, a "**Subscription Term**") for the one-time costs and subscription fees set forth therein (the "**Fees**"). Provided Customer is in compliance with the terms of this Agreement, including payment of Fees, Arctic Wolf grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive right and/or license during the Subscription Term, to the extent a component of the Solutions being licensed by Customer as set forth in Section 1.1 above, to:

- (i) Install, use and access the Software,
- (ii) Use the Equipment for purposes of the use of the Solutions,
- (iii) Obtain and use the Services in conjunction with Customer's use of the Solutions,
- (iv) Load Customer's users and associated information for delivery of Content and use of the Administrator Dashboard,
- (v) Access the Customer Portal and/or Administrator Dashboard, as applicable, subject to the Privacy Notice located at <https://arcticwolf.com/privacy-policy-for-customer-portal-users/>, as may be updated from time-to-time in accordance with Section 13 below (the "**Privacy Notice**"),
- (vi) Access and use the Platform features and functionality,
- (vii) Use Arctic Wolf Trademarks included in the Content in accordance with the Solutions Terms, and
- (viii) Distribute, display, transmit, and, if licensed by Customer, download certain Content in electronic format.

Customer may access and use the Solutions, and any Documentation associated therewith, solely for its own internal business purposes and in accordance with the terms and conditions of this Agreement, such associated Documentation, any scope of use restrictions and license counts, including by server, user, or such other licensing metric designated in the applicable Order Form, and the Solutions Terms found at <https://arcticwolf.com/terms/solutionsterms/>, as may be updated from time to time by Arctic Wolf in accordance with Section 13 herein (the "**Solutions Terms**"). "**Documentation**" means user manuals, training materials, product descriptions and specifications, and other printed information relating to the Solution, as in effect and generally available from Arctic Wolf, but expressly excluding marketing and sales collateral and materials.

1.3 Future Functionality. Customer agrees that it has not relied on the promise of availability of any future functionality of the Solutions or any other future product or service in executing this Agreement or any Order Form. Customer acknowledges that information provided by Arctic Wolf regarding future functionality should not be relied upon to make a purchase decision. Should Arctic Wolf offer additional optional functionality in the future that complement the Solutions, Customer may elect to subscribe to and obtain a license to the optional functionality for an additional fee.

1.4 Except as otherwise provided herein, Customer understands and agrees that the Authorized Partner may not modify this Agreement or make any commitments related to the delivery or performance of the Solutions on Arctic Wolf's behalf.

1.5 Beta Solutions.

1.5.1 From time-to-time Arctic Wolf may invite Customer to try, at no charge, Arctic Wolf products, features, or functionality that are not generally available to Arctic Wolf's customers ("Beta Solutions"). Customer may accept or decline any such trial in its sole discretion. Any Beta Solutions will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import.

1.5.2 Restrictions and Disclaimers. Beta Solutions are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. Beta Solutions are not considered Solutions hereunder and are provided solely and exclusively "AS IS" with no express or implied warranty of any kind. CUSTOMER ASSUMES AND UNCONDITIONALLY RELEASES ARCTIC WOLF FROM ALL RISKS ASSOCIATED WITH THE USE OF ANY BETA SOLUTIONS. Arctic Wolf may discontinue the Beta Solutions at any time in its sole discretion and Arctic Wolf will make reasonable efforts to provide Customer with advanced notice of any such discontinuance. Arctic Wolf does not promise or represent that Beta Solutions will be made generally available.

1.5.3 NO DATA RETENTION. ANY DATA ENTERED INTO THE BETA SOLUTIONS MAY BE PERMANENTLY LOST UNLESS CUSTOMER: (i) PURCHASES A SUBSCRIPTION TO THE COMMERCIALY AVAILABLE VERSION OF THE BETA SOLUTIONS AS MAY BE MADE AVAILABLE BY ARCTIC WOLF; OR (ii) TO THE EXTENT POSSIBLE, EXPORTS SUCH DATA PRIOR TO TERMINATION OF THE BETA SOLUTIONS.

1.5.4 LIMITED LIABILITY. ARCTIC WOLF'S ENTIRE LIABILITY IN CONNECTION WITH ANY USE OF THE BETA SOLUTIONS WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WILL NOT, AS TO ANY INDIVIDUAL CLAIM OR IN THE AGGREGATE, EXCEED \$50. IF CUSTOMER DOES NOT AGREE TO THE ALLOCATION OF RISK IN THIS SECTION, ITS SOLE RECOURSE IS TO IMMEDIATELY DISCONTINUE THE USE OF THE BETA SOLUTIONS.

1.5.5. Despite anything to the contrary in this Agreement, Customer acknowledges that (a) Beta Solutions may not be supported and may be changed at any time, including in a manner that reduces functionality, (b) Beta Solutions may not be available or reliable, and (c) Beta Solutions may not be subject to the same security or audits as the Solutions.

2. Equipment. If the Order Form specifies that Customer will receive Equipment, then Customer is responsible for installing the Equipment at the location(s) specified by Arctic Wolf and for the implementation of appropriate data protection practices related to the protection of any information included on such Equipment while the Equipment is located within Customer's environment. The Equipment is a part of the Solutions and included with the subscription to the Solutions for use by Customer during the Subscription Term. If Customer attempts to install or use the Equipment at a location other than the location determined by Customer and communicated to Arctic Wolf during onboarding or at any time thereafter, the Solutions may fail to function or may function improperly. In the event Customer installs, uses, or relocates the Equipment, Customer will promptly notify Arctic Wolf so that Equipment deployment information can be updated within Customer's account. Other than normal wear and tear, Customer is directly responsible for the replacement cost of the Equipment associated with any loss, repair, or replacement, including any other costs, damages, fees and charges to repair the Equipment. If applicable, Arctic Wolf will ship Equipment to Customer and will

pay the freight costs associated with shipping the Equipment to Customer's designated locations. Customer is responsible for all additional costs and expenses associated with shipping the Equipment to its designated locations and for the return of the Equipment to Arctic Wolf. Such additional costs and expenses may be reflected on an Order Form, from time-to-time following shipment of the Equipment and will be invoiced by Arctic Wolf or the Authorized Partner. Customer understands and agrees if the Equipment is shipped outside of the United States or Canada (or such other locations identified by Arctic Wolf), Customer is responsible for acting as the importer of record.

3. **Professional Services.** In the event Arctic Wolf and Customer agree on the delivery of Professional Services, any such Professional Services shall be specified on an Order Form and described in a statement of work which shall reference this Agreement.

4. **Reservation of Rights and Ownership.** Arctic Wolf owns or has the right to license the Solutions and any associated Documentation ("**Arctic Wolf Technology**"). Customer acknowledges and agrees that: (a) the Arctic Wolf Technology is protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws; (b) Arctic Wolf retains all right, title and interest (including, without limitation, all patent, copyright, trade secret and other intellectual property rights) in and to the Arctic Wolf Technology, excluding any rights, title, and interest in any Third Party Products (as defined in Section 10.3 below) which shall be retained by its third party licensor(s), any other deliverables, know-how, databases, developed programs, and registered or unregistered intangible property rights; (c) there are no implied licenses and any rights not expressly granted to Customer hereunder are reserved by Arctic Wolf; (d) the Solution, excluding Professional Services, is licensed on a subscription basis, not sold, and Customer acquires no ownership or other interest (other than the license rights expressly stated herein) in or to the Arctic Wolf Technology; and (e) the Solution is offered as an on-line, hosted solution, and Customer has no right to obtain a copy of the Software.

5. Restrictions, Responsibilities, and Prohibited Use.

5.1 **Restrictions.** Customer agrees not to, directly or indirectly: (i) modify, translate, copy or create derivative works of the Arctic Wolf Technology; (ii) reverse engineer, decompile, disassemble, or otherwise seek to obtain the intellectual property contained within Solutions, except to the extent expressly permitted by applicable law (and then only upon advance notice to Arctic Wolf); (iii) interfere with or disrupt the integrity or performance of the Solutions or the data and information contained therein or block or disrupt any use or enjoyment of the Solutions by any third party; (iv) attempt to gain unauthorized access to the Arctic Wolf Technology or related systems or networks; (v) remove or obscure any proprietary or other notice contained in the Arctic Wolf Technology, including on any reports or data printed from the Arctic Wolf Technology; (vi) unless Customer is an Authorized MSP Partner of Arctic Wolf, use the Solutions in connection with a service bureau, service provider or like activity whereby Customer operates or uses the Solutions for the benefit of a third party; or (vii) with respect to Customer's subscription to the Managed Security Awareness Solution, include material or information that is obscene, defamatory, libelous, slanderous, that violates any person's right of publicity, privacy or personality, or otherwise results in any tort, injury, damage or harm to any person. Customer agrees to abide by the terms of the Acceptable Use Policy at <https://arcticwolf.com/terms/acceptable-user-policy/>, as may be updated from time-to-time in accordance with Section 13 below. If Arctic Wolf, in its reasonable discretion, determines that Customer's use of or access to the Solutions imposes an actual or imminent threat to the security or stability of Arctic Wolf's infrastructure or that Customer is abusing its use of the Solutions in contravention with the terms of this Agreement, Arctic Wolf may, in addition to any other right herein, temporarily suspend Customer's access to the Solutions until such activity is rectified. If commercially practicable, Arctic Wolf shall provide Customer with notice prior to any such suspension and shall work with Customer in good faith to reinstate the Solutions promptly.

5.2 **Arctic Wolf Responsibilities.** Arctic Wolf shall provide the Solutions Customer subscribes to as set forth on an Order Form in accordance with the terms of this Agreement, as further described in the Solutions Terms, and the Addendum set forth as Exhibit A attached hereto and incorporated herein by reference. The Solutions provided under this Agreement shall include any updates, upgrades, bug fixes, version upgrades or any similar changes that are made generally available to Arctic Wolf's customers free of charge from time to time during the Subscription Term.

5.3 **Customer Responsibilities.** Customer must identify the administrative users for its account which may include Customer's authorized (email authorization sufficient) third party service providers and agents ("**Administrators**"). Each Administrator will receive an administrator ID and password and will need to register with Arctic Wolf. Customer is responsible for notifying Arctic Wolf about changes to Administrators, including but not limited to termination, change of authority, and the addition of Administrators. Customer acknowledges and agrees that Administrators will be able to view all Solutions Data and other traffic and activities that occur on Customer's network and that Customer is responsible for all activities that occur under Administrator accounts. Administrator IDs are granted to individual, named persons and cannot be shared or used by more than one Administrator but may be reassigned from time-to-time to new Administrators. Notwithstanding anything contrary herein, Customer understands and agrees that transmission of Solutions Data to Arctic Wolf may be impacted by in-country technical issues and requirements. Arctic Wolf will provide reasonable assistance to Customer in such instances but is not liable if the Solutions Data cannot be transmitted outside of such country. Customer understands and agrees that it will need to implement security controls to protect the Equipment and the data included therein. Customer, depending on the scope of the deployment, may be required to implement software and services to enable features of the Solutions. Customer acknowledges that any changes Customer makes to its infrastructure or the configuration of the Solutions after initial deployment may cause the Solutions to cease working or function improperly and that Arctic Wolf will have no responsibility for the impact of any such Customer changes. Customer understands that depending on the Solution deployed, a Solution may consume additional CPU and memory in Customer's environment while running in production.

5.4 **Anti-corruption.** In no event shall Arctic Wolf be obligated to take any action (including the shipping of any product or the provision of any service) or omit to take any action that Arctic Wolf believes in good faith would cause it to be in violation of any U.S. or foreign laws or regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act (the "**FCPA**"). Neither party will (i) attempt to, directly or indirectly, improperly influence the sale or purchase of products by payments or other actions contrary to law or regulation, or (ii) take any action or permit or authorize any action that would violate or cause a party to violate the FCPA, the UK Bribery Act, or other applicable anti-corruption laws or regulations. Neither party will, for the purpose of influencing any act or decision to obtain or retain business or direct business to any person, pay, offer or promise to pay, or authorize the payment of, directly or indirectly, any money or anything of value to or for the use or benefit of any of the following: (a) any government official (including any person holding an executive, legislative, judicial or administrative office, whether elected or appointed, or any representative of any public international organization, or any person acting in any official capacity for or on behalf of any

government, state-owned business or public organization); (b) any political party, official thereof, or candidate for political office; or (c) any other person if a party or any respective partner, officer, director, employee, agent, representative or shareholder of such party knows or has reason to suspect or know that any part of such money or thing of value will be offered, given or promised, directly or indirectly, to any of the above-identified persons or organizations. Each party acknowledges and agrees that none of its officers, directors, employees, agents or representatives is a government official or employee or an official or employee of any department or instrumentality of any government, nor is any of them an officer of a political party or candidate for political office, who will share directly or indirectly any part of the sums that may be paid pursuant to performance of this Agreement; and each party agrees to immediately notify the other party should the foregoing change during the term of this Agreement. Each party represents and warrants that neither this Agreement nor the performance of or exercise of rights under this Agreement is restricted by, in conflict with, requires registration or approval or tax withholding under, or will require any termination or expiration, compensation, or any compulsory licensing under, any applicable law or regulation of any country or other governmental entity, and each party will not make any claim to the contrary (each party is relying on this representation and warranty, among other provisions of this Agreement, in entering this Agreement and would not enter this Agreement in its absence).

5.5 Trade Controls. Customer understands that the Solutions may be subject to the export control, economic sanctions, customs, import, export and anti-boycott laws, regulations, and orders promulgated or enforced by Canada, the United States, Customer's country of residence, and any other country or governmental body having jurisdiction over the parties to this Agreement ("Trade Controls"). Customer agrees not to export, re-export, provide, or transfer the Solutions outside of Customer's country of residence. Within Customer's country of residence, Customer shall ensure that the Solutions are not re-exported, provided or transferred to any person or entity listed on any restricted persons list issued by Canada or identified on the Bureau of Industry and Security's Denied Persons, Entity, or Unverified List or the Office of Foreign Assets Control's Specially Designated Nationals List or List of Consolidated Sanctions (collectively, the "Restricted Persons Lists"). Customer represents and warrants that it and its shareholders, members, partners, or other owners are not listed on, or owned 50% or more, collectively or individually, by anyone on a Restricted Persons List. Customer shall not use the Solutions (a) for a military application, wherever located; or (b) with knowledge or reason to know that the Solutions will be used for nuclear, chemical, or biological weapons proliferation or (c) for any other end use or by any end user otherwise prohibited by applicable Trade Controls. Upon request by Arctic Wolf, Customer will complete and provide an end use certificate in the form requested by Arctic Wolf. Arctic Wolf may suspend and/or cancel the export, delivery, and/or servicing of the Solutions, if: (i) Arctic Wolf has not received requested end-user certifications; (ii) Arctic Wolf has not received any government approvals required to comply with Trade Controls, or (iii) Arctic Wolf believes that such activity may violate any Trade Controls. If the Solutions are resold or transferred in violation of any Trade Controls or the provision of this Agreement, Arctic Wolf shall not be obligated to provide any warranty service or technical support for such items.

6. Fees, Payment, Taxes, and Audit.

6.1 Fees, Payment, & Taxes. Customer will purchase the Solutions through the Authorized Partner. The Order Form containing terms related to fees, payment, taxes, audit, and any other related terms shall be between Customer and the Authorized Partner. Customer will pay any owed amounts to the Authorized Partner, as agreed between Customer and Authorized Partner. Customer agrees that Arctic Wolf may suspend or terminate Customer's use of the Solutions upon ten (10) days' written notice to Customer if Arctic Wolf does not receive payment of Fees from the Authorized Partner. The amounts paid by Authorized Partner to Arctic Wolf for Customer's use of the Solutions under this Agreement will be deemed the amount actually paid or payable under this Agreement for purposes of calculating Arctic Wolf's liability under Section 11. Customer's renewal pricing will be communicated to Customer by the Authorized Partner in accordance with the terms Customer has with the Authorized Partner or by Arctic Wolf prior to the renewal Subscription Term.

6.2 Audit. During the term of this Agreement and for one year thereafter, Customer shall provide Arctic Wolf, or its designated representative, promptly upon request with appropriate records requested by Arctic Wolf to verify Customer's compliance with the Agreement, including specifically its license counts as set forth on an Order Form. Arctic Wolf, at its option, may require that an executive officer of Customer certify in writing to Customer's compliance with this Agreement and disclose the scope of use of the Solutions by Customer. If, because of such audit, Arctic Wolf determines that Customer has exceeded the number of licenses subscribed to by Customer on an Order Form, Arctic Wolf will notify Customer of the number of additional licenses, along with the associated Subscription Fees prorated through the end of the then-current Subscription Term, and Customer will remit payment for such Subscription Fees in accordance with this Section 6.

7. Confidentiality. Either party (as a "Discloser") may disclose confidential and proprietary information, orally or in writing ("Confidential Information") to the other party (as a "Recipient"). Confidential Information (a) shall be marked with a restrictive legend of the Discloser or, (b) if orally or visually disclosed to Recipient by Discloser, or disclosed in writing without an appropriate letter, proprietary stamp or legend, shall be confidential if it would be apparent to a reasonable person that such information is confidential or proprietary. Confidential Information of Arctic Wolf includes the following: any pricing, trade secrets, know-how, inventions (whether or not patentable), techniques, ideas, or processes related to the Arctic Wolf Technology; the design and architecture of the Arctic Wolf Technology; the computer code, internal documentation, and design and functional specifications of the Arctic Wolf Technology; Arctic Wolf's security and privacy due diligence material such as SOC2 reports, security and privacy questionnaire responses & memos; and any intellectual property and know-how included in the problem reports, analysis, and performance information related to the Arctic Wolf Technology. Confidential Information of Customer may include the following:

(i) If the MA or MA+ Solution is deployed: First name, last name, corporate email address, phone number, job title, address, and organization hierarchy (collectively, "Point of Contact Information"); Customer's tracking metrics as described in the Solutions Terms; Customer created content; and any test response data; and

(ii) If MDR and/or MR Solutions are deployed: Point of Contact Information and Solutions Data (as defined in Section 8.1 below).

Each party agrees to hold the other party's Confidential Information in strict confidence, not to disclose such Confidential Information to third parties not authorized by the Discloser to receive such Confidential Information, and not to use such Confidential Information for any purpose except as expressly permitted hereunder and as described in the Privacy Notice. Each party agrees to take commercially reasonable steps to protect the other party's Confidential Information and to ensure that such Confidential Information is not disclosed, distributed or used in violation of the provisions of this Agreement. The Recipient may disclose Confidential Information only: (a) with the Discloser's prior written consent; or (b)

to those employees, officers, directors, agents, consultants, and advisors with a clear and well-defined "need to know" purpose who are informed of and bound by the obligations of this Agreement. Notwithstanding the foregoing, the Recipient may disclose Confidential Information to the extent required by law; however, the Recipient will give, to the extent legally permissible and reasonably practical, the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order and such Confidential Information disclosed to the extent required by law shall otherwise remain confidential and subject to the protections and obligations of this Agreement. To the extent legally required, Arctic Wolf may report any violations of law pertaining to any Customer Confidential Information and/or Customer's use of the Solutions. The Discloser agrees that the foregoing confidentiality obligations shall not apply with respect to any information that the Recipient can document is: (i) rightfully in its possession or known to it prior to receipt from the Discloser without an obligation of confidentiality; (ii) or has become public knowledge through no fault of the Recipient; (iii) rightfully obtained by the Recipient from a third party without breach of any confidentiality obligation; or (iv) independently developed by employees of the Recipient who had no access to Discloser's Confidential Information. Upon expiration or termination of this Agreement for any reason, and except as otherwise provided in Section 14 below, each party shall promptly destroy all copies of the other party's Confidential Information and copies, notes or other derivative material relating to the Confidential Information. Notwithstanding the foregoing, and subject to the Privacy Notice, Arctic Wolf may retain Customer's name, contact names, email address, and such other necessary contact information following termination of this Agreement for its internal business purposes.

8. Solutions Data.

8.1 Solutions Data. "**Solutions Data**" means, depending on the Solution deployed, the operational system log data and any other information provided by Customer in furtherance of its use of the Solutions and which Customer may elect to submit to Arctic Wolf through the Solutions, including, but not limited to operational values, event logs, and network data such as flow, HTTPS, TLS, DNS metadata, cursory inventory data, operating systems and versions, users and groups from Active Directory, system level inventory, event data, and network vulnerability data. As between the parties, Customer shall retain all right, title and interest (including any and all intellectual property rights) in and to the Solutions Data (excluding any Arctic Wolf Technology used with the Solutions Data). Customer hereby grants Arctic Wolf, during the term of the Agreement, a non-exclusive, worldwide, royalty-free right to collect, use, copy, store, transmit, modify and create derivative works of the Solutions Data solely to the extent necessary to provide the Solutions to Customer. The location of the storage of raw Solutions Data within Arctic Wolf's third party service providers' data centers will be as set forth in the Solutions Terms. Customer understands Arctic Wolf will aggregate Solutions Data with Arctic Wolf's other data so that results are non-personally identifiable (individual identities have been removed and are not linked or reasonably linked to any individual, including via a device, or could be reasonably linked, directly or indirectly, with a particular consumer or household) and collect anonymous technical logs and data regarding Customer's use of the Solutions ("**Aggregate/Anonymous Data**"). Such Aggregate/Anonymous Data is Arctic Wolf Technology, which Arctic Wolf may use for its business purposes during or after the term of this Agreement.

8.2 Personal Information. Confidential Information may include information that identifies, relates to, describes, is reasonably capable of being associated with or linked to a particular individual, whether directly or indirectly ("**Personal Information**"). Customer is responsible for the lawfulness of any such Personal Information and the receipt, use, and processing of it under the Agreement. Customer represents and warrants that, where it provides Personal Information to Arctic Wolf or requests Arctic Wolf collect or process such information, it (1) has complied with any applicable laws relating to the collection or provision of such information, (2) possesses any consents, authorizations, rights and authority, and has given all required notices to individual data subjects as are required to transfer or permit Arctic Wolf to collect, receive, or access any Personal Information for the Solutions, and (3) to the extent required by applicable law, informed the individuals of the possibility of Arctic Wolf processing their Personal Information on Customer's behalf and in accordance with its instructions.

8.3 European Union and United Kingdom General Data Protection Regulation. If and to the extent Customer submits to Arctic Wolf personal data (as that term is defined under the General Data Protection Regulation ("**GDPR**") of individuals located in the European Economic Area or United Kingdom, the Arctic Wolf Data Processing Agreement available at <https://arcticwolf.com/terms/dpa/>, as may be updated by Arctic Wolf from time-to-time in accordance with its terms (the "**DPA**"), may be executed by Customer and upon execution and return to Arctic Wolf in accordance with its terms will be incorporated into this Agreement. It is Customer's sole responsibility to notify Arctic Wolf of requests from data subjects related to the modification, deletion, restriction and/or objection of personal data. Customer represents and warrants that any processing of personal data in accordance with its instructions is lawful.

8.4 California Consumer Privacy Act. The parties acknowledge and agree that Arctic Wolf is a service provider for the purposes of the California Consumer Privacy Act, as amended by the California Privacy Rights Act ("**CCPA**") and may receive personal information (as defined by the CCPA) from Customer pursuant to this Agreement for a business purpose. The parties agree to comply at all times with the applicable provisions of the CCPA in respect to the collection, transmission, and processing of all personal information (as defined by the CCPA) exchanged or shared pursuant to the Agreement. Arctic Wolf shall not sell any such personal information. Arctic Wolf shall not retain, use or disclose any personal information provided by Customer pursuant to this Agreement except as necessary for the specific purpose of performing the Solutions for Customer pursuant to this Agreement or as permitted by the CCPA. The terms "personal information," "service provider," "sale," and "sell" are as defined in Section 1798.140 of the CCPA. Arctic Wolf certifies that it understands the restrictions of this Section 8.4. It is Customer's sole responsibility to notify Arctic Wolf of any requests from consumers (as defined in the CCPA) seeking to exercise rights afforded in the CCPA with regard to personal information received or processed in connection with the Solutions. Arctic Wolf agrees to provide reasonable cooperation to Customer in connection with such requests.

8.5 Canadian Privacy Laws. If and to the extent Customer submits to Arctic Wolf personal information (as that term is defined under applicable Canadian privacy laws, being all applicable federal, and provincial laws and regulations relating to the processing, protection or privacy of personal information ("**Privacy Laws**"), of individuals located in Canada, Customer agrees that it is solely responsible for and shall obtain from all such individuals, all required consents and/or provide all required notifications, regarding the collection, use, disclosure, and processing of their personal information by Arctic Wolf/Arctic Wolf's subcontractors/third party service providers (which may be located outside of Canada), and/or the transfer by Customer of such individual's personal information to Arctic Wolf/Arctic Wolf's subcontractors/third party service providers (which may be located outside of Canada). Upon request of Customer, Arctic Wolf will inform Customers of the locations to which the personal information is transferred and processed by Arctic Wolf and/or its subcontractors/third party service providers.

Customer retains control of the personal information and remains solely responsible for its compliance with Privacy Laws and for the processing instructions it gives to Arctic Wolf. The Parties agree that this Agreement, together with Customer's use of the Solution in accordance with this Agreement, constitutes Customer's instructions to Arctic Wolf in relation to the processing of such personal information. Subject to Section 8.1 of this Agreement, Arctic Wolf will only process the personal information to the extent, and in such a manner, as is necessary for the performance of the Solutions. Arctic Wolf will reasonably assist Customer with meeting the Customer's compliance obligations under applicable Privacy Laws, considering the nature of Arctic Wolf's processing and the information available to Arctic Wolf.

Arctic Wolf shall:

- Comply with its obligations as a third party service provider/mandatory under applicable Privacy Laws, including by implementing appropriate technical, physical and organizational measures to safeguard the personal information;
- Periodically conduct audits of its information security controls for facilities and systems used to deliver the Solutions and make relevant audit reports available to Customer for review. The Customer will treat such audit reports as Arctic Wolf's Confidential Information;
- Within seventy-two (72) hours of discovery notify Customer of any unauthorized or unlawful access to or processing of the personal information;
- Limit access to those employees who require the personal information access to meet Arctic Wolf's obligations under this Agreement and ensure that all employees are informed of the personal information's confidential nature;
- Notify Customer if it receives any complaint, notice, or communication that directly or indirectly relates to the personal information processing or to either party's compliance with Privacy Laws, and provide its full co-operation and assistance in responding to such complaint, notice or communication; and
- Upon Customer's request, provide the Customer a copy of or access to all or part of the Customer's personal information in its possession or control in the format reasonably agreed to by the parties.

9. Indemnity.

9.1 Arctic Wolf's Indemnity. Subject to Section 9.3, Arctic Wolf will defend and indemnify Customer from any unaffiliated third party claim or action to the extent based on the allegation that the Solutions infringe any intellectual property right (patents, utility models, design rights, copyrights and trademarks or any other intellectual property right) having effect in the United States and Canada and Arctic Wolf will pay any settlements that Arctic Wolf agrees to in a writing signed by an authorized officer of Arctic Wolf or final judgments awarded to the third party claimant by a court of competent jurisdiction. The foregoing obligations do not apply with respect to the Solutions, or portions or components thereof, that are: (a) not provided by Arctic Wolf; (b) combined with other products, processes or materials that are not reasonably contemplated by the Documentation where the alleged infringement relates to such combination; (c) modified other than with Arctic Wolf's express consent; (d) used after Arctic Wolf's notice to Customer of such activity's alleged or actual infringement; or (e) not used by Customer in strict accordance with this Agreement or the published Documentation. The indemnification obligations set forth in this Section 9.1 are Arctic Wolf's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to infringement or misappropriation of third-party intellectual property rights of any kind.

9.2 [INTENTIONALLY OMITTED]

9.3 Procedures. Arctic Wolf's indemnification obligations are conditioned on Customer: (a) providing the Arctic Wolf with prompt written notice of any claim, provided that the failure to provide such notice shall only limit Arctic Wolf's obligation to indemnify to the extent that the failure prejudices Arctic Wolf in its defense of the claim; (b) granting Arctic Wolf the sole control of the defense or settlement of the claim; and (c) providing reasonable information and assistance to Arctic Wolf in the defense or settlement of the claim at Arctic Wolf's expense. Notwithstanding the foregoing, Arctic Wolf (i) may not make an admission of fault on behalf of Customer without written consent, (ii) any settlement requiring Customer to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (iii) Customer may join in the defense with its own counsel at its own expense..

9.4 Options. If Customer's use of the Solutions has become, or in Arctic Wolf's opinion is likely to become, the subject of any claim of infringement, Arctic Wolf may at its option and expense: (a) procure for Customer the right to continue using and receiving the Solutions as set forth hereunder; (b) replace or modify the Solutions to make them non-infringing; (c) substitute an equivalent for the Solutions; or (d) if Arctic Wolf, in its sole discretion, determines that options (a)-(c) are not reasonably practicable, terminate this Agreement and refund any pre-paid unused Fees as of the effective date of termination.

10. Warranty and Warranty Disclaimer.

10.1 Solutions Warranty. ARCTIC WOLF WARRANTS THAT DURING THE SUBSCRIPTION TERM AND PROVIDED THAT CUSTOMER IS NOT IN BREACH OF THIS AGREEMENT THAT: (I) THE SOLUTIONS PROVIDED UNDER THIS AGREEMENT DO NOT INFRINGE OR MISAPPROPRIATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; (II) THE SOLUTIONS SHALL SUBSTANTIALLY PERFORM AS DESCRIBED IN THE DOCUMENTATION; AND (III) IT WILL COMPLY WITH ALL FOREIGN, PROVINCIAL, FEDERAL, STATE AND LOCAL STATUTES, LAWS, ORDERS, RULES, REGULATIONS AND REQUIREMENTS, INCLUDING THOSE OF ANY GOVERNMENTAL (INCLUDING ANY REGULATORY OR QUASI-REGULATORY) AGENCY APPLICABLE TO ARCTIC WOLF AS IT PERTAINS TO ITS OBLIGATIONS AND THE DATA REQUIRED FOR THE PERFORMANCE OF THE SOLUTIONS DESCRIBED HEREIN. IN THE EVENT OF ANY BREACH OF THIS SECTION 10.1, ARCTIC WOLF SHALL, AS ITS SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY, REPAIR OR REPLACE THE SOLUTIONS THAT ARE SUBJECT TO THE WARRANTY CLAIM AT NO COST TO CUSTOMER OR IF ARCTIC WOLF IS UNABLE TO REPAIR OR REPLACE, THEN ARCTIC WOLF WILL REFUND ANY PRE-PAID FEES FOR THE SOLUTIONS, OR PARTS THEREOF, SUBJECT TO THE WARRANTY CLAIM. EXCEPT FOR THE WARRANTIES DESCRIBED IN THIS SECTION, THE SOLUTIONS ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF TITLE. CUSTOMER ACKNOWLEDGES THAT THE SOLUTIONS ARE PROVIDED "AS IS" AND FURTHER ACKNOWLEDGES THAT ARCTIC WOLF DOES NOT WARRANT: (A) THE OPERATION OF THE SOLUTIONS WILL BE UNINTERRUPTED, OR ERROR FREE; (B) THE SOLUTIONS ARE NOT VULNERABLE TO FRAUD OR UNAUTHORIZED USE; AND (C) THE SOLUTIONS WILL IDENTIFY OR DETECT EVERY VULNERABILITY OR SECURITY ISSUE. CUSTOMER IS RESPONSIBLE AND ARCTIC WOLF SHALL HAVE NO RESPONSIBILITY

FOR DETERMINING THAT THE USE OF THE SOLUTIONS COMPLIES WITH APPLICABLE LAWS IN THE JURISDICTION(S) IN WHICH CUSTOMER MAY DEPLOY AND USE THE SOLUTIONS.

10.2 Open Source Warranty. The Software may include Open Source Software. To the extent included in the Software, Open Source Software is governed solely by the applicable open source licensing terms, if any, and is provided "AS IS", and Arctic Wolf hereby disclaims all copyright interest in such Open Source Software. Arctic Wolf provides no warranty specifically related to any Open Source Software or any applicable Open Source Software licensing terms. Any fees paid by Customer to Arctic Wolf are for Arctic Wolf's proprietary Software only, and not for any Open Source Software components of the Software. Any license associated with an Open Source Software component applies only to that component and not to Arctic Wolf's proprietary Software or any other third-party licensed software. The foregoing language is not intended to limit Arctic Wolf's warranty obligation for the Solutions set forth in Section 10.1. "Open Source Software" means software with its source code made available pursuant to a license by which, at a minimum, the copyright holder provides anyone the rights to study, change, and/or distribute the software to anyone and for any purpose.

10.3 Third Party Product. Third Party Product (as defined in this Section 10.3) may carry a limited warranty from the third-party publisher, provider, or original manufacturer of such Third Party Products. To the extent required or allowed, Arctic Wolf will pass through to Customer or directly manage for the benefit of Customer's use of the Third Party Products as part of the Solutions (such decision to be made in Arctic Wolf's discretion), the manufacturer warranties related to such Third Party Products. "Third Party Product" means any non-Arctic Wolf branded products and services (including Equipment, and any operating system software included therewith) and non-Arctic Wolf-licensed software products, including Open Source Software.

10.4 Customer Warranties. Customer represents and warrants that it shall: (i) be responsible for ensuring the security and confidentiality of all Administrator IDs and passwords; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Solutions; (iii) notify Arctic Wolf promptly upon discovery of any unauthorized use of the Solutions or any breach, or attempted breach, of security of the Solutions; (iv) not violate any foreign, provincial, federal, state and local statutes, laws, orders, rules, regulations and requirements applicable to Customer's performance of its obligations herein, including those of any governmental (including any regulatory or quasi-regulatory) agency, Trade Control laws, and regulations and the U.S. Foreign Corrupt Practices Act (the "FCPA"); (v) not use the Solutions and transfer any Solutions Data to Arctic Wolf for any fraudulent purposes; and (vi) implement safeguards within Customer's environment to protect the Solutions, including specifically, the Equipment, from the introduction, whether intentional or unintentional, of: (1) any virus or other code, program, or sub-program that damages or interferes with the operation of the Equipment or halts, disables, or interferes with the operation of the Solutions; or (2) any device, method, or token whose knowing or intended purpose is to permit any person to circumvent the normal security of the Solutions.

11. Limitation of Liability. FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN AN ACTION BASED ON A CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, HOWEVER ARISING, ARCTIC WOLF WILL IN NO EVENT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR: (A) DAMAGES BASED ON USE OR ACCESS, INTERRUPTION, DELAY OR INABILITY TO USE THE SOLUTIONS, LOST REVENUES OR PROFITS, LOSS OF SOLUTIONS, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION, BREACHES BY AN AUTHORIZED PARTNER, OR BREACHES IN CUSTOMER'S SYSTEM SECURITY; OR (B) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (C) ANY AMOUNTS THAT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE SOLUTIONS THAT ARE THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT WHICH GIVES RISE TO SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY WHETHER OR NOT ARCTIC WOLF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BOTH PARTIES UNDERSTAND AND AGREE THAT THE LIMITATIONS OF LIABILITIES FOR EACH PARTY SET FORTH IN THIS AGREEMENT ARE REASONABLE AND THEY WOULD NOT HAVE ENTERED INTO THE AGREEMENT WITHOUT SUCH LIMITATIONS.

12. Term and Renewal. This Agreement shall be in effect for the Subscription Term specified in the Order Form. The Order Form or other equivalent transaction document containing the terms related to the length of the Subscription Term and any renewal thereof, and any other related terms, as may be applicable, shall be between Customer and the Authorized Partner. Notwithstanding the foregoing, and unless otherwise set forth on an Order Form, the Subscription Term to the Solutions will automatically terminate at the end of the Subscription Term unless the parties agree to renew the Subscription prior to the expiration of the then-current Subscription Term. The term shall not exceed the maximum term permitted under NMSA 1978, sec. 13-1-150.A, including all extensions and renewals.

13. Updates. Arctic Wolf reserves the right to modify this Agreement, the Terms, and the Documentation in Arctic Wolf's sole discretion provided that changes to the Solutions Terms shall not materially decrease the Solutions features and functionalities that Customer has subscribed to during the then-current Subscription Term. Should Arctic Wolf make any modifications to the Agreement, the Terms, or Documentation, Arctic Wolf will post the amended terms on the applicable URL links and will update the "Last Updated Date" within such documents and notify Customer via the Customer Portal, Customer newsletter, <https://arcticwolf.com/terms/> website, or such other written communication method implemented by Arctic Wolf from time-to-time of any such changes. Customer may notify Arctic Wolf within 30 days after the effective date of the change of its rejection of such change. If Customer notifies Arctic Wolf of its rejection during such thirty (30) day period, then Customer will remain governed by the terms in effect immediately prior to the change until the end of Customer's then-current Subscription Term. However, any subsequent renewal of the Subscription Term will be renewed under the then-current terms, unless otherwise agreed in writing by the parties.

14. Termination. Either party may terminate this Agreement for cause if the other party commits a material breach of this Agreement, provided that such terminating party has given the other party ten (10) days advance notice to try and remediate the breach. Upon termination, Customer agrees to cease all use of the Solutions and Arctic Wolf Technology, installed or otherwise, and permanently erase or destroy all copies of any Arctic Wolf Technology, including all Content and virtual Equipment, that are in its possession or under its control and promptly remove and return all physical Equipment to Arctic Wolf. Except as otherwise required by law, Arctic Wolf will remove, delete, or otherwise destroy all copies of Solutions Data and Confidential Information in its possession upon the earlier of (i) the return of the Equipment, if applicable, to Arctic Wolf, or (ii) one hundred-twenty (120) days following termination. Notwithstanding anything contrary in this Agreement, should Customer fail to return any

Equipment within ninety (90) days following discontinuation of use of the Equipment or termination or expiration of this Agreement, Customer will be liable for the replacement cost of the Equipment, which shall be due and owing upon receipt of the invoice from Arctic Wolf or the Authorized Partner, and Customer shall be liable for any breach of the Confidential Information, Solutions Data, and Arctic Wolf Technology contained within the Equipment. Sections 6 through 13, 14, and 15 will survive the non-renewal or termination of this Agreement.

15. Miscellaneous.

15.1 Except as otherwise provided herein, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) on the next business day after the date sent, if sent for overnight delivery by a generally recognized international courier (e.g., FedEx, UPS, DHL, etc.) (receipt requested); or (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Such communications must be sent to the respective parties at the addresses set forth on the signature page hereof (or at such other address for a party as shall be specified in a notice given in accordance with this Section 15). For contractual purposes, Customer (1) consents to receive communications in an electronic form via the email address it provides herein or via the Customer Portal; and (2) agrees that all agreements, notices, disclosures, and other communications that Arctic Wolf provides electronically satisfies any legal requirement that those communications would satisfy if they were on paper. This Section does not affect Customer's non-waivable rights.

15.2 Notwithstanding any other terms to the contrary contained herein, Customer grants Arctic Wolf the right to use Customer's name or logo in customer lists, marketing materials, and verbal discussions with prospective customers to communicate that Customer uses the Solutions. If Arctic Wolf intends to disclose information about Customer's purchase(s) (such as dollar amount of sale or project objectives) in conjunction with the use of Customer's name or logo, Arctic Wolf will obtain Customer's prior written or email approval.

15.3 The parties to this Agreement are independent contractors. Neither party has the authority to bind the other party without the express written authorization of the other party. Nothing herein may be construed to create an employer-employee, franchisor-franchisee, agency, partnership, or joint venture relationship between the parties. Arctic Wolf shall be primarily liable for the obligations of its Affiliates and any subcontractors used in the delivery of the Solutions.

15.4 This Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Customer shall not be entitled to assign, subcontract, delegate or otherwise transfer any of its rights and/or duties arising out of this Agreement and/or parts thereof to third parties, voluntarily or involuntarily, including by change of control, operation of law or any other manner, without Arctic Wolf's express prior written consent. Any purported assignment, subcontract, delegation or other transfer in violation of the foregoing shall be null and void. No such assignment, subcontract, delegation or other transfer shall relieve the assigning party of any of its obligations hereunder.

15.5 The rights and obligations of the parties under this Agreement shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended. This Agreement shall be governed in accordance with Exhibit A.

15.6 [INTENTIONALLY OMITTED]

15.7 No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

15.8 If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The parties agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purpose of such void or unenforceable provision. Arctic Wolf does not accept, expressly or impliedly, and rejects and deems deleted any additional or different terms or conditions that Customer presents, including, but not limited to, any terms or conditions contained Customer's purchase order, or other such document, or established by trade usage or prior course of dealing.

15.9 This Agreement (including the exhibits hereto, if any, and any BAA (as defined in Section 15.10 below)) constitutes the parties' entire agreement by and between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or understanding by and among the parties with respect to such subject matter. Except as otherwise provided herein, this Agreement may be amended, modified or supplemented only by an agreement in writing signed by each party.

15.10 In the event that Arctic Wolf receives personal healthcare information in the delivery of the Solutions, the parties agree to comply with the Business Associate Addendum ("BAA") located at <https://arcticwolf.com/terms/business-associate-addendum/> or such other equivalent agreement/addendum as required under applicable health information/privacy laws. In the event the parties have entered into a BAA or equivalent agreement in relation to protected health information, the parties intend for both this Agreement and BAA or equivalent agreement to be binding upon them and the BAA or equivalent agreement is incorporated into this Agreement by reference.

15.11 The parties have participated mutually in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted mutually by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

15.12 The parties have agreed that this Agreement as well as any notice, document or instrument relating to it be drawn up in English only; *les parties aux présentes ont convenu que la présente convention ainsi que tous autres avis, actes ou documents s'y rattachant soient rédigés en anglais seulement.*

15.13 Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the Effective Date.

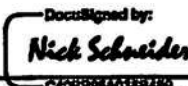
Arctic Wolf Networks, Inc.:	Customer: City of Santa Fe
Signed:   DocuSigned by: Nick Schneider C406888A0388480...	Signed: AMW
Name: <u>Nick Schneider</u>	Name: <u>Alan Webber</u>
Title: <u>President & CEO</u>	Title: <u>Mayor</u>
Date: <u>3/15/2022</u>	Date: _____
Notice Address: PO Box 48390 Eden Prairie, MN 55344 Attn: General Counsel legal@arcticwolf.com	Notice Address:

Exhibit A
ADDENDUM

This Addendum incorporates the additional terms and conditions in the Solutions Agreement (the "Agreement") between Arctic Wolf Networks, Inc. ("Arctic Wolf") and the CITY OF SANTA FE (CUSTOMER) to which this Addendum is attached as Exhibit A and incorporated therein by reference.

INDEMNIFICATION

Subject to Section 11 of the Agreement, ARCTIC WOLF shall indemnify, hold harmless and defend CUSTOMER from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from ARCTIC WOLF's performance under this Agreement as well as the performance of ARCTIC WOLF's employees, agents, representatives and subcontractors.

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by CUSTOMER in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. CUSTOMER and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

APPLICABLE LAW: CHOICE OF LAW: VENUE

ARCTIC WOLF shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of CUSTOMER. In any action, suit or legal dispute arising from this Agreement, ARCTIC WOLF agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by CUSTOMER for the performance of this Agreement. If sufficient appropriations and authorization are not made by CUSTOMER, this Agreement shall terminate at the end of any prepaid annual Subscription Term upon written notice being given by CUSTOMER to ARCTIC WOLF. The CUSTOMER's decision as to whether sufficient appropriations are available shall be accepted by ARCTIC WOLF and shall be final.

RELEASE

ARCTIC WOLF, solely to the extent required by law, releases the CUSTOMER, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. Each party agrees not to purport to bind the other party to any obligation not assumed herein by such party unless a party has express written authority to do so, and then only within the strict limits of that authority.

INSURANCE

ARCTIC WOLF shall maintain all insurance typically carried by businesses of its type and shall, upon request by CUSTOMER, provide a certificate of insurance reflecting such coverage. At a minimum, Arctic Wolf agrees to maintain the following insurance levels per occurrence: Worker's Compensation and Employers' Liability at \$1,000,000 (or, if greater, in compliance with statutory requirements), Commercial General Liability at \$1,000,000, Errors & Omissions (Professional Liability, including Cyber) Coverage in an amount no less than \$2,000,000, and Umbrella Liability at \$2,000,000..

THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than CUSTOMER and ARCTIC WOLF. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein, and any other application thereof shall not in any way be affected or impaired thereby.

Signature Lines required:

City of Santa Fe (Customer):



Alan Webber, City Mayor

Date: Apr 20, 2022

ARCTIC WOLF NETWORKS, INC.:

DocuSigned by:



Name & Title Nick Schneider President & CEO

Date: 3/15/2022

Attest:



Kristine Bustos Mihelcic, City Clerk

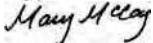
GB MTG 04/13/2022

City Attorney's Office:



Senior Assistant City Attorney

Approved for Finances:



Mary McCoy, Finance Director



Master Intergovernmental Cooperative Purchasing Agreement

This agreement is made between a government agency that executes a Lead Agency Certificate ("Lead Agency") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Cooperative Purchasing Alliance ("NCPA") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

Recitals

WHEREAS, after a competitive solicitation and selection process by Lead Agency, in compliance with their own policies, procedures, rules and regulations, a number of Vendors have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Lead Agency through NCPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Lead Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

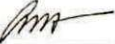
NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Vendor for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement incorporates the additional terms and conditions in the addendum between NCPA and the

City of Santa Fe.

This agreement shall take effect after execution of the Lead Agency Certificate or Participating Public Agency Registration, as applicable.

Participating Agency

By 
Authorized Signature

Mayor
Title

Apr 26, 2021
Date

Fran Dunaway
Contact Person

Cheif Procurement Officer
Title of Contact

200 Lincoln Ave
Street Address

Santa Fe, NM 87501
City, State Zip

505-955-6432
Contact's Telephone Number

purchasing@santafenm.gov
Email Address

National Cooperative Purchasing Alliance

By 
Authorized Signature

Director, Operations
Title

Apr 16, 2021
Date

Jonathan Applegate
Contact Person

832-477-3475
Telephone Number

japplegate@ncpa.us
Email Address

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

NCPA



ALAN WEBBER, MAYOR

DATE: Apr 26, 2021



Jonathan Applegate (Apr 16, 2021 15:52 CDT)

NAME

DATE: Apr 16, 2021

ATTEST:



Kristine Bustos (Apr 26, 2021 22:18 MDT)

KRISTINE BUSTOS MIHELICIC, CITY CLERK

GB Mtg 04/14/2021

CITY ATTORNEY'S OFFICE: 



Marcos Martinez (Apr 15, 2021 09:13 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



MARY MCCOY, FINANCE DIRECTOR

ADDENDUM BETWEEN NCPA AND CITY OF SANTA FE

Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the NCPA. The City's decision as to whether sufficient appropriations are available shall be accepted by the NCPA and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the NCPA shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

City of Santa Fe - Arctic Wolf

Proposal Number: MIS-144185-1 valid through 5/16/2025

Date: 3/25/2025

Prepared for:

John Lucero
ITT Chief Information Security Officer
City of Santa Fe
(505) 795-2349
jmlucero@santafenm.gov

Prepared by:

Doug Bench
Account Executive
Mainline Information Systems, LLC
(505) 994-0680
doug.bench@mainline.com

CONFIDENTIAL

PLEASE NOTE: This Proposal contains system configuration, pricing, and other business information that has been developed by Mainline Information Systems, LLC using proprietary methodologies designed to provide optimal solutions to your firm's business needs as you have expressed them to us. The information contained herein is therefore confidential in nature and is to be treated as your firm would treat its own confidential information and not disclosed to any employee of your firm not having a need to know or anyone who is not an employee of your firm without our express written permission.

The Mainline logo consists of the word "Mainline" in a bold, blue, sans-serif font. The letter "i" has a dot, and the letter "e" has a horizontal line through its middle.

City of Santa Fe - Arctic Wolf (MIS-144185-1-6)

<u>Product Code</u>	<u>Product Name</u>	<u>Qty</u>	<u>Extended List</u>	<u>Contract Price</u>	<u>Unit Sales</u>	<u>Extended Sales</u>
AW-TOTAL-USER-GOLD	Arctic Wolf Total User License - Gold (MDR, MR, MA, IRJS) Product stocked by manufacturer. Delivery times vary.	500	\$175,500.00	\$343.98	\$218.01	\$109,005.00
AW-TOTAL-SERVER-GOLD	Country of Origin: (None) Weight: 0.00					
	Dim Weight: 0.00					
	Arctic Wolf Total Server License - Gold (MDR, MR, MA, IRJS) Product stocked by manufacturer. Delivery times vary.	325	\$104,325.00	\$314.58	\$200.66	\$65,214.50
AW-MDR-1YR	Country of Origin: (None) Weight: 0.00					
	Dim Weight: 0.00					
	Arctic Wolf MDR Log Retention - 1 year Product stocked by manufacturer. Delivery times vary.	825	\$11,880.00	\$14.11	\$9.33	\$7,697.25
	Country of Origin: (None) Weight: 0.00					
	Dim Weight: 0.00					

<u>Product Code</u>	<u>Product Name</u>	<u>Qty</u>	<u>Extended List</u>	<u>Contract Price</u>	<u>Unit Sales</u>	<u>Extended Sales</u>
AW-MDR-EXPLR	Arctic Wolf MDR Data Explorer Product stocked by manufacturer. Delivery times vary.	825	\$24,750.00	\$29.40	\$18.81	\$15,518.25
AW-MDR-2XX-S	Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00 Arctic Wolf 200 Series Sensor Product stocked by manufacturer. Delivery times vary.	5	\$15,000.00	\$2,940.00	\$2,099.58	\$10,497.90
AW-MDR-10XX-S-10GF	Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00 Arctic Wolf 1000 Series Sensor - 4 x 10G Multi-Mode Fiber LC Connectors with Bypass Product stocked by manufacturer. Delivery times vary.	4	\$48,000.00	\$11,760.00	\$8,423.08	\$33,692.32
AW-MDR-O365	Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00 Arctic Wolf MDR Office 365 user license Product stocked by manufacturer. Delivery times vary.	1,800	\$40,500.00	\$22.05	\$15.74	\$28,332.00

<u>Product Code</u>	<u>Product Name</u>	<u>Qty</u>	<u>Extended List</u>	<u>Contract Price</u>	<u>Unit Sales</u>	<u>Extended Sales</u>
	Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00					
AW-MDR-LTDUSER	Arctic Wolf MDR limited user license Product stocked by manufacturer. Delivery times vary.	900	\$18,000.00	\$19.60	\$11.34	\$10,206.00
	Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00					
AW-MSAT-MA	Arctic Wolf Managed Security Awareness Service Product stocked by manufacturer. Delivery times vary.	900	\$27,000.00	\$29.40	\$18.63	\$16,767.00
	Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00					
AW-MSAT-MAP-ADDON	Arctic Wolf Managed Security Awareness Plus Add On Product stocked by manufacturer. Delivery times vary.	1,400	\$16,800.00	\$11.76	\$7.46	\$10,444.00
	Country of Origin: (None)					

<u>Product Code</u>	<u>Product Name</u>	<u>Qty</u>	<u>Extended List</u>	<u>Contract Price</u>	<u>Unit Sales</u>	<u>Extended Sales</u>
AW-MSAT-CCP	Weight: 0.00					
	Dim Weight: 0.00					
	Arctic Wolf Compliance Content	1,400	\$16,800.00	\$11.76	\$7.78	\$10,892.00
	Pack Product stocked by manufacturer. Delivery times vary.					
AW-CTI-TIPLUS	Country of Origin: (None)					
	Weight: 0.00					
	Dim Weight: 0.00					
	Arctic Wolf Threat Intelligence Plus Product stocked by manufacturer. Delivery times vary.	1	\$6,400.00	\$6,272.00	\$4,978.78	\$4,978.78
AW-WARRANTY-750	Country of Origin: (None)					
	Weight: 0.00					
	Dim Weight: 0.00					
	Arctic Wolf Security Operations Warranty - \$750k (Enrollment Required) Product stocked by manufacturer. Delivery times vary.	1	\$0.01	N/A	N/C	N/C
	Country of Origin: (None)					
	Weight: 0.00					
	Dim Weight: 0.00					

<u>Product Code</u>	<u>Product Name</u>	<u>Qty</u>	<u>Extended List</u>	<u>Contract Price</u>	<u>Unit Sales</u>	<u>Extended Sales</u>
AW-PLATFORM-BASE	Arctic Wolf Aurora Platform Product stocked by manufacturer. Delivery times vary.	1	\$15,000.00	\$14,700.00	N/C	N/C
	Country of Origin: (None) Weight: 0.00					
	Dim Weight: 0.00					
AW-SHP	Arctic Wolf Sensor/Scanner Shipping Product stocked by manufacturer. Delivery times vary.	3	\$360.00	N/A	\$120.00	\$360.00
	Country of Origin: (None) Weight: 0.00					
	Dim Weight: 0.00					
Grand Total			\$520,315.01			\$323,605.00

*This proposal is for budgetary and planning purposes only and cannot be executed *

Terms & Conditions for Proposal Number: MIS-144185-1

Mainline is offering these products as a Reseller under the Promark NCPA Advanced Technology Solutions Aggregator Contract 01-169, an OMNIA Partners contract. The NCPA Contract terms and conditions govern purchases under this contract. Please include reference to Promark NCPA Contract 01-169 and the Mainline proposal number on the Purchase Order to Mainline.

Price is valid through 5/16/2025 and subject to applicable taxes.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/3/2024

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 Newfront Insurance Services 777 Mariners Island Blvd Suite 250 San Mateo, CA 94404 www.newfront.com	CONTACT NAME: Cert Request PHONE (A/C, No. Ext): 650-488-8565 E-MAIL ADDRESS: TechCertRequest@newfront.com FAX (A/C, No):														
INSURED Arctic Wolf Networks, Inc. 8939 Columbine Road Eden Prairie MN 55347	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER B: American Guarantee and Liability Ins Co</td><td>26247</td></tr><tr><td>INSURER C: Liberty Surplus Insurance Corporation</td><td>10725</td></tr><tr><td>INSURER D: Endurance American Specialty Ins Co</td><td>41718</td></tr><tr><td>INSURER E: National Union Fire Ins Co Pittsburgh PA</td><td>19445</td></tr><tr><td>INSURER F: Standard Fire Insurance Company</td><td>19070</td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Company	16535	INSURER B: American Guarantee and Liability Ins Co	26247	INSURER C: Liberty Surplus Insurance Corporation	10725	INSURER D: Endurance American Specialty Ins Co	41718	INSURER E: National Union Fire Ins Co Pittsburgh PA	19445	INSURER F: Standard Fire Insurance Company	19070
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Zurich American Insurance Company	16535														
INSURER B: American Guarantee and Liability Ins Co	26247														
INSURER C: Liberty Surplus Insurance Corporation	10725														
INSURER D: Endurance American Specialty Ins Co	41718														
INSURER E: National Union Fire Ins Co Pittsburgh PA	19445														
INSURER F: Standard Fire Insurance Company	19070														

COVERAGES**CERTIFICATE NUMBER:** 81744071**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 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			CPO 6029616 - 01	9/1/2024	9/1/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CPO 6029616 - 01	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			AUC 6003523 - 01	9/1/2024	9/1/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC 6003520 - 02	9/1/2024	9/1/2025	☒ 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
C	Errors & Omissions/Cyber			EO5NACTZNM002	9/1/2024	9/1/2025	E&O/Cyber Limit: \$3,000,000
D	Errors & Omissions/Cyber - Excess			MTE9046549 01	9/1/2024	9/1/2025	Excess Limit: \$5,000,000
E	Crime			01-481-68-64	8/17/2024	8/17/2025	Crime Limit: \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Evidence of Insurance.

CERTIFICATE HOLDER

Evidence Only

CANCELLATION

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

Rod Sockolov

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Arctic Wolf Networks, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor

☒ C corporation

☐ S corporation

☐ Partnership

☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)

☐ Other (see instructions)

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

8939 Columbine Road, Suite 150

6 City, state, and ZIP code

Eden Prairie, MN 55347

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X

Form **W-9** (Rev. 3-2024)

Page 52 of 206

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a *saving clause*. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.–China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.–China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
- B—The United States or any of its agencies or instrumentalities.
- C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.
- G—A real estate investment trust.
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.
- I—A common trust fund as defined in section 584(a).
- J—A bank as defined in section 581.
- K—A broker.
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1).
- M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**
You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Signature: 

Email: xivigil@santafenm.gov



Master Intergovernmental Cooperative Purchasing Agreement

This agreement is made between a government agency that executes a Lead Agency Certificate ("Lead Agency") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Cooperative Purchasing Alliance ("NCPA") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

Recitals

WHEREAS, after a competitive solicitation and selection process by Lead Agency, in compliance with their own policies, procedures, rules and regulations, a number of Vendors have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Lead Agency through NCPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Lead Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

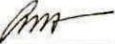
NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Vendor for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement incorporates the additional terms and conditions in the addendum between NCPA and the

City of Santa Fe.

This agreement shall take effect after execution of the Lead Agency Certificate or Participating Public Agency Registration, as applicable.

Participating Agency

By 
Authorized Signature

Mayor
Title

Apr 26, 2021
Date

Fran Dunaway
Contact Person

Cheif Procurement Officer
Title of Contact

200 Lincoln Ave
Street Address

Santa Fe, NM 87501
City, State Zip

505-955-6432
Contact's Telephone Number

purchasing@santafenm.gov
Email Address

National Cooperative Purchasing Alliance

By 
Authorized Signature

Director, Operations
Title

Apr 16, 2021
Date

Jonathan Applegate
Contact Person

832-477-3475
Telephone Number

japplegate@ncpa.us
Email Address

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

NCPA



ALAN WEBBER, MAYOR

DATE: Apr 26, 2021



Jonathan Applegate (Apr 16, 2021 15:52 CDT)

NAME

DATE: Apr 16, 2021

ATTEST:



Kristine Bustos Mihelcic (Apr 26, 2021 22:18 MDT)

KRISTINE BUSTOS MIHELICIC, CITY CLERK

GB Mtg 04/14/2021

CITY ATTORNEY'S OFFICE: 



Marcos Martinez (Apr 15, 2021 09:13 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



MARY MCCOY, FINANCE DIRECTOR

ADDENDUM BETWEEN NCPA AND CITY OF SANTA FE

Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the NCPA. The City's decision as to whether sufficient appropriations are available shall be accepted by the NCPA and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the NCPA shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.



City of Santa Fe - Arctic Wolf 2026 renewal

Proposal Number: MIS-171042-1 valid through 4/30/2026

Date: 3/9/2026

Prepared for:

City of Santa Fe
1600 Saint Michaels Dr
Mouton Hall, Bldg 24
Santa Fe, NM 87505

Prepared by:

Dan Jensen
Account Executive
Mainline Information Systems, LLC, a Pellera
company
(801) 598-7353
dan.jensen@pellera.com



Arctic Wolf 2026 Renewal (MIS-171042-1-3) Invoice 1

<u>Product Code</u>	<u>Product Name</u>	<u>Qty</u>	<u>Start Date</u>	<u>End Date</u>	<u>Unit Sales</u>	<u>Extended Sales</u>
AW-TOTAL-USER-GOLD	MDR MR MA IRJS + 12 TOUCHPOINTS ARCTIC WOLF TOTAL USER LICS - GOLD	500	06/01/2026	08/31/2026	\$58.87	\$29,435.00
AW-TOTAL-SERVER-GOLD	ARCTIC WOLF TOTAL SERVER LICS	325	06/01/2026	08/31/2026	\$54.22	\$17,621.50
AW-MDR-3YR	GOLD (MDR MR MA IRJS) MDR LOG RET 3YR SVCS ARCTIC WOLF MDR LOG RET 3YR	825	06/01/2026	08/31/2026	\$3.78	\$3,118.50
AW-MDR-EXPLR	ARCTIC WOLF MDR DATA	825	06/01/2026	08/31/2026	\$5.08	\$4,191.00
AW-MDR-2XX-S	200SRS SENSOR HW ARCTIC WOLF 200SRS SENSOR	5	06/01/2026	08/31/2026	\$567.09	\$2,835.45
AW-MDR-10XX-S-10GF	1000SRS SENSOR 4X10G MM FIBER	4	06/01/2026	08/31/2026	\$2,268.68	\$9,074.72
AW-MDR-O365	ARCTIC WOLF MDR OFFICE 365 USER LICENSE	1,800	06/01/2026	08/31/2026	\$4.26	\$7,668.00
AW-MDR-LTDUSER	ARCTIC WOLF MDR LIMITED USER LICS	900	06/01/2026	08/31/2026	\$3.07	\$2,763.00
AW-MSAT-MA	ARCTIC WOLF MANAGED AWARENESS SVC ARCTIC WOLF MANAGED AWARENESS	900	06/01/2026	08/31/2026	\$5.04	\$4,536.00
AW-MSAT-MAP-ADDON	ARCTIC WOLF MANAGED SECURITY AWARENESS SERVICE USER	1,400	06/01/2026	08/31/2026	\$2.02	\$2,828.00
AW-MSAT-CCP	ARCTIC WOLF COMP CONTENT PK	1,400	06/01/2026	08/31/2026	\$2.10	\$2,940.00
AW-CTI-TIPLUS	THREAT INTEL REPORTS WEBINARS FEEDS	1	06/01/2026	08/31/2026	\$1,343.99	\$1,343.99
AW-PLATFORM-BASE	ARCTIC WOLF AURORA PLATFORM ARCTIC WOLF BASE PLATFORM	1	06/01/2026	08/31/2026	\$0.01	\$0.01

Grand Total

\$88,355.17

All products, pricing, and other information are based on the latest information available and are subject to change for any reason, including but not limited to tariffs imposed by government authorities, shortages in materials or resources, increase in the cost of manufacturing or other factors beyond Pellera's reasonable control. If such changes occur, Pellera may adjust pricing or cancel purchase orders, even after an order has been placed. Pellera also reserves the right to cancel this proposal and Client purchase orders arising from pricing changes and/or customer changes to Pellera or its supplier's planned delivery date. Pellera will work with Client to advise of any product or pricing changes that may affect this proposal.



Arctic Wolf 2026 Renewal (MIS-171042-1-4) Invoice 2

<u>Product Code</u>	<u>Product Name</u>	<u>Qty</u>	<u>Start Date</u>	<u>End Date</u>	<u>Unit Sales</u>	<u>Extended Sales</u>
AW-TOTAL-USER-GOLD	MDR MR MA IRJS + 12 TOUCHPOINTS ARCTIC WOLF TOTAL USER LICS - GOLD	500	09/01/2026	08/31/2027	\$235.44	\$117,720.00
AW-TOTAL-SERVER-GOLD	ARCTIC WOLF TOTAL SERVER LICS GOLD (MDR MR MA IRJS)	325	09/01/2026	08/31/2027	\$216.86	\$70,479.50
AW-MDR-3YR	MDR LOG RET 3YR SVCS ARCTIC WOLF MDR LOG RET 3YR	825	09/01/2026	08/31/2027	\$15.12	\$12,474.00
AW-MDR-EXPLR	ARCTIC WOLF MDR DATA	825	09/01/2026	08/31/2027	\$20.31	\$16,755.75
AW-MDR-2XX-S	200SRS SENSOR HW ARCTIC WOLF 200SRS SENSOR	5	09/01/2026	08/31/2027	\$2,268.37	\$11,341.85
AW-MDR-10XX-S-10GF	1000SRS SENSOR 4X10G MM FIBER	4	09/01/2026	08/31/2027	\$9,074.66	\$36,298.64
AW-MDR-O365	ARCTIC WOLF MDR OFFICE 365 USER LICENSE	1,800	09/01/2026	08/31/2027	\$17.01	\$30,618.00
AW-MDR-LTDUSER	ARCTIC WOLF MDR LIMITED USER LICS	900	09/01/2026	08/31/2027	\$12.24	\$11,016.00
AW-MSAT-MA	ARCTIC WOLF MANAGED AWARENESS SVC ARCTIC WOLF MANAGED AWARENESS	900	09/01/2026	08/31/2027	\$20.16	\$18,144.00
AW-MSAT-MAP-ADDON	ARCTIC WOLF MANAGED SECURITY AWARENESS SERVICE USER	1,400	09/01/2026	08/31/2027	\$8.07	\$11,298.00
AW-MSAT-CCP	ARCTIC WOLF COMP CONTENT PK	1,400	09/01/2026	08/31/2027	\$8.36	\$11,704.00
AW-CTI-TIPLUS	THREAT INTEL REPORTS WEBINARS FEEDS	1	09/01/2026	08/31/2027	\$5,375.96	\$5,375.96
AW-PLATFORM-BASE	ARCTIC WOLF AURORA PLATFORM ARCTIC WOLF BASE PLATFORM	1	09/01/2026	08/31/2027	\$0.01	\$0.01

Grand Total

\$353,225.71

All products, pricing, and other information are based on the latest information available and are subject to change for any reason, including but not limited to tariffs imposed by government authorities, shortages in materials or resources, increase in the cost of manufacturing or other factors beyond Pellera's reasonable control. If such changes occur, Pellera may adjust pricing or cancel purchase orders, even after an order has been placed. Pellera also reserves the right to cancel this proposal and Client purchase orders arising from pricing changes and/or customer changes to Pellera or its supplier's planned delivery date. Pellera will work with Client to advise of any product or pricing changes that may affect this proposal.



Payment Schedule

Year 1 \$88,355.17 invoiced upon proposal execution or PO issuance
Year 2 \$353,225.71 invoiced one 9/1/2026

Pricing is based upon a (15) month commitment and as such, Client's issuance of a purchase order (PO) or signature on this proposal is Clients acknowledgment that the (15) month commitment is noncancelable. If Client requires a PO for this purchase, the PO shall cover the full term and total fees that are due for the (15) month commitment. If Client should default on any payment(s), Pellera shall have the right to declare all unpaid fees immediately due and payable.

Terms & Conditions for Proposal Number: MIS-171042-1

Mainline Information Systems, LLC, a Pellera company is offering these products as a Reseller under the Promark NCPA Advanced Technology Solutions Aggregator Contract 01-169, an OMNIA Partners contract. The NCPA Contract terms and conditions govern purchases under this contract. Please include reference to Promark NCPA Contract 01-169 and the Mainline Information Systems, LLC, a Pellera company proposal number on the Purchase Order to Mainline Information Systems, LLC, a Pellera company.

Price is valid through 4/30/2026 and subject to applicable taxes.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2025

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 Newfront Insurance Services, LLC 777 Mariners Island Blvd Suite 250 San Mateo CA 94404	CONTACT NAME: Certificate Department PHONE (A/C, No. Ext): (415) 754-3635 E-MAIL ADDRESS: techcertrequest@newfront.com FAX (A/C, No):
INSURED Arctic Wolf Networks, Inc. 8939 Columbine Road Eden Prairie MN 55347	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: American Guarantee and Liability Insurance Company INSURER C: American Zurich Insurance Company INSURER D: Liberty Surplus Insurance Corporation INSURER E: INSURER F:
	NAIC # 16535 26247 40142 10725

COVERAGES**CERTIFICATE NUMBER:****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 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CPO 6029616 - 02	09/01/2025	09/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			CPO 6029616 - 02	09/01/2025	09/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$			AUC 6003523-02	09/01/2025	09/01/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	WC 6003520 - 03	09/01/2025	09/01/2026	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Errors and Omissions w/ Cyber Liability			EO5NACTZNM003	09/01/2025	09/01/2026	Each Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage

CERTIFICATE HOLDER**CANCELLATION**

Evidence 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Form W-9
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Arctic Wolf Networks, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 8939 Columbine Road, Suite 150 6 City, state, and ZIP code Eden Prairie, MN 55347 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-			-			
or									
Employer identification number									
4	5	-	5	0	7	8	1	1	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Aaron Boynton</i>	Date 4/24/2024
------------------	--	-------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a *saving clause*. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/10/2026

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 Newfront Insurance Services, LLC 777 Mariners Island Blvd Suite 250 San Mateo CA 94404	CONTACT NAME: Certificate Department PHONE (A/C No. Ext): (415) 754-3635 E-MAIL ADDRESS: certs@newfront.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 16535
INSURED Arctic Wolf Networks, Inc. 8939 Columbine Road Eden Prairie MN 55347		

COVERAGES**CERTIFICATE NUMBER:****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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	CPO 6029616 - 02	09/01/2025	09/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Santa Fe is included as additional insured as respects to General Liability, but only to the extent required by written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe 200 Lincoln Ave Santa Fe NM 87501	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
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

Technology Liability Enhancement Endorsement - Minnesota



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. CPO 6029616 - 02

Effective Date: 09/01/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Broadened Named Insured

1. The following is added to Section II – Who Is An Insured:

Any organization of yours, including any partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

- a.** Is newly acquired or formed during the policy period;
- b.** Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or
- c.** Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.

Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

B. Newly Acquired or Formed Organizations as Named Insureds

1. Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form during the policy period, including any partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b.** Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c.** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

C. Insured Status – Employees

Paragraph **2.a.(1)** of Section II – Who Is An Insured is replaced by the following:

2. Each of the following is also an insured:

- a.** Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

However:

Paragraphs **(1)(a)** and **(1)(d)** do not apply to "bodily injury" arising out of his or her providing or failing to provide:

- (i)** Medical or paramedical services to persons performed by any physician, dentist, nurse, emergency medical technician, paramedic or other licensed medical care person employed by you to provide such services, or volunteering for you to provide such services; or
- (ii)** "Good Samaritan Acts" performed by any non-licensed medical care person employed by you or volunteering for you,

So long as such "employee" or "volunteer worker" is performing duties related to the conduct of your business.

"Good Samaritan Acts" mean any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received.

Paragraphs **(1)(a)**, **(b)** and **(c)** do not apply to any "employee" designated as a supervisor or higher in rank, with respect to "bodily injury" to co-"employees". As used in this provision, "employees" designated as a supervisor or higher in rank means only "employees" who are authorized by you to exercise direct or indirect supervision or control over "employees" or "volunteer workers" and the manner in which work is performed.

D. Insured Status – Amateur Athletic Participants

Section **II – Who Is An Insured** is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

a. "Bodily injury" to:

- (1)** Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or
- (2)** You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or

b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:

- (1)** Your "employee", "volunteer worker" or any person you sponsor; or
- (2)** You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

E. Additional Insureds – Lessees of Premises

1. Section **II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

This provision does not apply after the person or organization ceases to lease or rent premises from you.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph **E.1.** of this endorsement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This Paragraph **E.** shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Additional Insured – Vendors

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization (referred to throughout this Paragraph **F.** as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business:

However, the insurance afforded to such vendor:

- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - a. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (a) The exceptions contained in Subparagraphs (4) or (6); or

- (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

3. With respect to the insurance afforded to the vendor under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the vendor is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph F.1. of this endorsement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph F. shall not increase the applicable Limits of Insurance shown in the Declarations.

G. Additional Insured – Managers, Lessors or Governmental Entity

1. Section II – **Who Is An Insured** is amended to include as an additional insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or

- b. The acts or omission of those acting on your behalf; and

resulting directly from:

- a. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;
- b. Ownership, maintenance, occupancy or use of premises by you; or
- c. Maintenance, operation or use by you of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and

- b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. This provision does not apply:

- a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";

- b. To any person or organization included as an insured under Paragraph 3. of Section II – **Who Is An Insured**;

- c. To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;

- d. To any:

- (1) Owners or other interests from whom land has been leased by you; or

(2) Managers or lessors of premises, if:

- (a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;
- (b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or
- (c) The premises are excluded under this Coverage Part.

3. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph **G.1.** of this endorsement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph **G.** shall not increase the applicable Limits of Insurance shown in the Declarations.

H. Additional Insured – Other Persons or Organizations

1. Section **II – Who Is An Insured** is amended to include as an insured any person or organization who does not qualify as an additional insured under Paragraphs **E.** through Paragraph **G.** of this endorsement so long as you are required to add such person or organization as an additional insured on this policy under a written contract or written agreement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. With respect to the insurance afforded to the additional insureds under this Paragraph **H.**, the following additional exclusions apply:

The insurance afforded to the additional insured under this Paragraph **H.** does not apply to any person or organization:

- a. For "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional service;
- b. For "bodily injury" or "property damage" included in the "products-completed operations hazard"; or
- c. Who is scheduled as an additional insured under another endorsement attached to this policy.

3. With respect to the insurance afforded to the additional insureds under this Paragraph **H.**, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph **H.1.** of this endorsement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph **H.** shall not increase the applicable Limits of Insurance shown in the Declarations.

I. Damage to Premises Rented or Occupied by You

1. The last paragraph under Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section **III – Limits Of Insurance**.

2. Paragraph **6.** of Section **III – Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with permission of the owner.

J. Broadened Contractual Liability

The "insured contract" definition under the **Definitions** Section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

K. Limited Contractual Liability Coverage – Personal and Advertising Injury

1. Exclusion **e.** of Section **I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a written contract or written agreement that is an "insured contract", provided the "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement. Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. Paragraph **2.d.** of Section **I – Supplementary Payments – Coverages A and B** is replaced by the following:

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

3. The following is added to the paragraph directly following Paragraph **2.f.** of Section **I – Supplementary Payments – Coverages A and B**:

Notwithstanding the provisions of Paragraph **2.e.(2)** of Section **I – Coverage B – Personal And Advertising Injury Liability**, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.

L. Supplementary Payments

The following changes apply to **Supplementary Payments – Coverages A and B**:

Paragraphs **1.b.** and **1.d.** are replaced by the following:

b. Up to \$5,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

M. Broadened Property Damage

1. Property Damage to Contents of Premises Rented Short-Term

The paragraph directly following Paragraph **(6)** in Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" to premises, including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section **III – Limits Of Insurance**.

2. Elevator Property Damage

a. The following is added to Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

b. The following is added to Section **III – Limits Of Insurance**:

Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is \$25,000 per "occurrence".

3. Property Damage to Borrowed Equipment

a. The following is added to Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**:

Paragraph **(4)** of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

b. The following is added to Section **III – Limits Of Insurance**:

Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to equipment you borrow from others is \$25,000 per "occurrence".

N. Expected or Intended Injury or Damage

Exclusion **a.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

O. Definitions – Bodily Injury

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death sustained by that person which results from that bodily injury, sickness or disease.

P. Non-Owned Aircraft, Auto and Watercraft

Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 75 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) An aircraft that is hired or chartered by you or loaned to you, with a paid and licensed crew, and is not owned in whole or in part by an insured; or
- (6) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

Q. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm

1. The "leased worker" and "temporary worker" definitions under the **Definitions** Section are replaced by the following:

"Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

"Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".

2. The following definition is added to the **Definitions** Section:

"Labor leasing firm" means any person or organization who hires out workers to others, including any:

- a. Employment agency, contractor or services;
- b. Professional employer organization; or
- c. Temporary help service.

R. Definition – Mobile Equipment

Paragraph **f.** of the "mobile equipment" definition under the **Definitions** Section is replaced by the following:

- f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment, exceeding a combined gross vehicle weight of 1000 pounds, are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

S. Definitions – Your Product and Your Work

The "your product" and "your work" definitions under the **Definitions** Section are replaced by the following:

"Your product":

- a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

- b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

"Your work":

a. Means:

- (1) Work, services or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work, services or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

T. Expanded Personal and Advertising Injury Definition

1. The "personal and advertising injury" definition under the **Definitions** Section is replaced by the following:

"Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement";
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
- h. Discrimination, harassment or segregation, based on sex, sexual orientation, gender identity, gender expression, marital status, race, creed, religion, national origin, age, physical capabilities or mental capabilities, except to the extent:
 - (1) Insurance for the discrimination, harassment or segregation is prohibited by law; or
 - (2) The discrimination, harassment or segregation directly or indirectly relates to the employment, prospective employment or termination of employment of any person or persons by any insured.

As used in this endorsement, discrimination, harassment or segregation includes continuous or repeated exposure to substantially the same general harmful conditions.

2. Solely for the purposes of Paragraph 1.h. above, the following exclusion is added to Paragraph **2. Exclusions** of Section **I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to:

Discrimination, Harassment Or Segregation Prior To Policy Period

"Personal and advertising injury" arising out of any discrimination, harassment or segregation which formed the basis of an offense before the beginning of the policy period.

U. Duties in the Event of Occurrence, Offense, Claim or Suit Condition

The following paragraphs are added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph **1.** of Section **II – Who Is An Insured** or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

V. Other Insurance Condition

Paragraphs **4.a.** and **4.b.(1)** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions** are replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below. However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- (1)** The additional insured is a Named Insured under such other insurance; and
- (2)** You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

b. Excess Insurance

- (1)** This insurance is excess over:
 - (a)** Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i)** That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii)** That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii)** That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
 - (iv)** If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**; or
 - (v)** That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:

Equipment you borrow from others; or

Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.
 - (b)** Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

- (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

W. Unintentional Failure to Disclose All Hazards

Paragraph **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- a. Fail to disclose all hazards existing at the inception of this policy; or
- b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

X. Waiver of Right of Subrogation

Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Our rights do not apply against any person or organization insured, under this or any other Coverage Part we issue, with respect to the same "occurrence".

- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Y. In Rem

Section **IV – Commercial General Liability Conditions** is amended to add the following:

In Rem

Any "suit" brought as an action *in rem* against any watercraft owned or operated by or for the insured shall in all respects be treated in the same manner as though such "suit" were brought against the insured.

Z. Liberalization Condition

The following condition is added to Section **IV – Commercial General Liability Conditions**:

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms, conditions, provisions and exclusions of this policy remain the same.

GB-350-COOP-Arctic_Wolf_Amendment_4_to_Item#22-0176_packet

Final Audit Report

2026-06-18

Created:	2026-06-11
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAA_DWfw_pNKi0KTHZCQiqFRd4ROrXvTwE
Documents:	Arctic_Wolf_Amendment_4_to_Item#22-0176_packet.pdf (63 pages) COI_-_City_of_Santa_Fe_-_Arctic_Wolf_Networks,_Inc.pdf (13 pages)
Number of Documents:	2
Document page count:	76
Number of supporting files:	0
Supporting files page count:	0

"GB-350-COOP-Arctic_Wolf_Amendment_4_to_Item#22-0176_packet" History

-  Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2026-06-11 - 4:48:08 PM GMT- IP address: 63.232.20.2
-  Document emailed to ALYSSA PEREZ (aeperez@santafenm.gov) for filling
2026-06-11 - 4:49:57 PM GMT
-  Form filled by ALYSSA PEREZ (aeperez@santafenm.gov)
Form filling Date: 2026-06-11 - 4:50:13 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE
-  Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature
2026-06-11 - 4:50:56 PM GMT
-  Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)
2026-06-11 - 5:58:59 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2026-06-11 - 5:59:31 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2026-06-11 - 6:00:16 PM GMT



-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2026-06-11 - 7:18:13 PM GMT- IP address: 153.66.23.25
-  Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2026-06-11 - 10:29:19 PM GMT- IP address: 63.232.20.2
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2026-06-15 - 3:53:31 AM GMT- IP address: 153.66.23.166
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2026-06-17 - 6:13:36 PM GMT- IP address: 153.66.19.15
-  Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2026-06-17 - 7:20:21 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2026-06-18 - 8:11:13 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE
-  Document emailed to ANDREA PHILLIPS (akphillips@santafenm.gov) for signature
2026-06-18 - 8:11:58 PM GMT
-  Email viewed by ANDREA PHILLIPS (akphillips@santafenm.gov)
2026-06-18 - 9:16:56 PM GMT- IP address: 104.47.64.254
-  Document e-signed by ANDREA PHILLIPS (akphillips@santafenm.gov)
Signature Date: 2026-06-18 - 10:29:19 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: DRAW
-  Agreement completed.
2026-06-18 - 10:29:19 PM GMT



Michael J. Garcia, Mayor

Purchasing Memo

Date: May 30, 2026

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

Via: Sam Burnett, Interim Public Works Director 

Carol Swenson, Public Works Business Operations Manager 
YVONNE SWENSON

Melissa McDonald, Parks and Open Space Division Director 

From: Sean Moody, Public Works Capital Projects Manager 
SM

Subject: GIS and Asset Management Integration and Capacity Building

Vendor Name: Langan LLC

Munis Vendor Number: 11259

ACTION:

Request for Approval of a Professional Services Agreement with Langan LLC for Software Consulting Services to Integrate OpenGov Enterprise Asset Management and Geographic Information Services Systems in the Total Amount of \$600,000 Through June 30, 2030. (Sean Moody, Public Works Capital Projects Manager: sxmoody@santafenm.gov)

Committee Review

Public Works and Utilities Committee: June 29, 2026

Finance Committee: July 6, 2026

Governing Body: July 8, 2026

City Council

Alma G. Castro, District 1
Patricia Feghali, District 1

Elizabeth "Liz" Barrett, District 2
Paul C. Bustamante, District 2

Lee Garcia, Mayor Pro Tem, District 3
Pilar F.H. Faulkner, District 3

Jamie Cassutt, District 4
Amanda Chavez, District 4

CONTRACT NUMBER:

The FY27 Munis contract number is 3260374.

BACKGROUND AND SUMMARY:

Langan LLC is a professional consulting firm with expertise in geographical information systems which has been selected to assist the city in its implementation of the OpenGov Enterprise Asset Management (EAM) software platform to manage the city's capital assets. A four year, on-call hourly service agreement will be procured through an Interlocal Cooperation Contract between the City of Santa Fe and the State of Texas Department of Information Resources, which is a cooperative procurement agreement under NM Stat § 13-1-135 (2025) and NM Stat § 13-1-98 A. (2025).

Scope of services includes data integration and workflow coherence among Constituent Services, ITT/GIS (geographic Information systems), Public Works and Public Utilities; staff training and development; monitoring of public assets; enhancement of the city's existing GIS database and mapping capabilities; and assisting the Public Works Department in development of in-house GIS capabilities. Optional work may include selective data acquisition, such as a survey of pavement conditions, signage and striping, which will allow the Complete Streets Division to better manage and prioritize the maintenance and repair of the city's roads, open space trails and bicycle paths, and to respond more effectively to constituent requests.

Funding over term of the contract will be drawn from each fiscal year's operating budget within the Public Works Department's Administration office, the Complete Streets Division, and the Parks and Open Space Division. An initial purchase order is expected to be issued in July, 2026 once the city's FY2027 budget has been appropriated.

PRIOR APPROVALS AND SUPPORTING INFORMATION:**FUNDING SOURCE:**

Fund Name/Number: Various

Munis Org Name/Number: Public Works Administration/1006001

Munis Object Name/Number: Professional Contracts/510300

Future funding sources may include 1000471.570850(Complete Streets); 2310411.570850 (River and Watershed); 2554150.570850 (Parks and Open Space); and 1006001.570850 (Public Works – Software Purchases)

Budget Officer / Designee: Andy Hopkins

Date: 06/04/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-135, Coop

Chief Procurement Officer (CPO)/Designee:  Date: 06/09/2026

CPO Comment/Exceptions: Texas Department of Information Coop DIR TSO IC718

ASSOCIATED APPROVALS:

IT Components included? ☒ Yes | ☐ No

Approval:  Title: Director, IT Date: 06/18/2026

Comment/Exceptions: previously approved see down below

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: PTW2623101

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

ATTACHMENTS:

Professional Services Contract

Vendor's Quote

Horizons declination

CPO Service Determination Email

Department approval email from ITT

Procurement documents: Coop Master Agreement

Certificate of Liability Insurance (COI)

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **LANGAN ENGINEERING, ENVIRONMENTAL, SURVEYING, LANDSCAPE ARCHITECTURE AND GEOLOGY D.P.C.**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-135; and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Contract; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

Langan services will be provided on a task order basis, as requested by the City, and may include any of the following from the tasks below.

On-Call OpenGov Enterprise Asset Management & GIS Support Services

The Langan team may provide on-site and virtual OpenGov Enterprise Asset Management (EAM) and geographic information services ("GIS") support services to maintain the City's OpenGov EAM and Esri GIS software. Under this contract, the expected services may include, but are not limited to, any of the following:

- **Needs Assessment, Discovery, and Strategic Planning:** On-site and virtual needs assessment and discovery for the Parks and Open Space and Complete Streets divisions from the Public Works Department, the Constituent Services division of the Department of Community Engagement, the Department of Public Utilities, the Planning and Land Use Division of the Department of Community Development and the Information Technology and Telecommunication (ITT) Division. Ongoing discovery, planning, strategic planning and roadmap activities based on feedback and evolving goals of the City.

- **Training:** Development and delivery of additional job aids and remote online training for OpenGov EAM software and workflows for the City's end-users as quick reference guides. On-site or virtual training delivery and support for managers/supervisors and staff focused on OpenGov EAM workflow, GIS processes, and both OpenGovEAM and GIS software.

- **Maintenance and Administration of OpenGov EAM:** Development and delivery of guidance to perform the maintenance and administration of the OpenGov EAM software, Esri's ArcGIS platform, and related technologies and data, services, and applications hosted within each environment.

- **OpenGov Integration Support:** OpenGov EAM integration support for ArcGIS Enterprise, ArcGIS Online and associated Esri technologies and/or other enterprise business systems.

- **GIS Support for the City's existing Esri ArcGIS Enterprise and ArcGIS Online environments:**

- o Project management, discovery, support, and strategic planning.
- o Data collection, configuration, modeling, and maintenance.
- o GIS data configuration and attributing for OpenGov EAM.
- o ArcGIS Enterprise and ArcGIS Online maintenance, administration and training.
- o Web/Mobile application development, maintenance, & support, such as dashboards, Experience Builder, Instant Apps, Field Maps, and Survey123.
- o IT and cloud resource support, maintenance and administration.
- o GIS integration support and maintenance for other enterprise business systems.

- **On-demand User Support:** On-demand user support (response within 24 hours of receipt of request on standard business days M-F) technology support for the OpenGov EAM and ESRI GIS apps/tools and related technologies.

2. Standard of Performance; Licenses

- A. The Contractor does hereby accept its designation as a professional service, rendering services related to IT Services for the City, as set forth in this Contract. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.
- B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. Compensation

A. Payment. The City shall compensate the Contractor based on the itemized amounts and/or rates specified in Exhibit A. For the services and goods described in the scope of work, the City agrees to pay an amount to the Contractor of \$554,592.72. The services and goods in the contract will require Gross Receipts Tax (GRT). The GRT on this contract is levied at the rate of 8.1875%, equaling \$45,407.28. The total not to exceed compensation for the contract including GRT is \$600,000.00. PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE City. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

B. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Notice of Extended Payment Provision For Grant Funded Contracts. This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **on June 30, 2030** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations). The City reserves the right to renew this contract by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. Termination

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide

the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice; City Opportunity to Cure.

- 1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
- 2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
- 3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 6, "Appropriations", of this Contract.
- 4) Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all

sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. Assignment

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City, provided, however, that Contractor can assign this Agreement, without consent, to a subsidiary of Contractor.

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. Release

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City, except as may be required by law or regulation.

12. Product of Service -- Copyright

All materials developed or acquired by the Contractor under this Contract, upon payment by the City of amounts owed pursuant to the terms of this Agreement, shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16.

C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment

A. This Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

This Contract, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Contract, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Contract, and the related Exhibits and Schedules, the statements in the body of this Contract shall control.

16. Merger

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

Cooperative 13-1-135

This Contract is issued against the Texas Department of Information Resources DIR-CPO-6027 and the INTERLOCAL COOPERATION CONTRACT DIR No: DIR-TSO-IC718

(EXHIBIT B to this Contract), and through this language hereby incorporates this agreement

by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

21. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract providing coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22. Other Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this

Contract, the following insurance coverage(s), including the City as additional insured.

A. Commercial General liability insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits of \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include Contractual Liability coverage and be endorsed to include the City of Santa Fe their officials, officers, and employees, as additional insureds. Limits required herein may be satisfied by a combination of primary and excess/umbrella coverages.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit of \$1,000,000 per accident.

C. Broader Coverage and limits. The insurance requirements under this Contract shall be the coverage and limits specified in this Contract. No representation is made that the insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Contract and include the City as an additional insured and provide for 30 days cancellation notice for reasons other than the nonpayment of premium on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy affording additional insured coverage as required herein is primary over any other valid and collectible insurance and provide a waiver of subrogation where allowed by law except for Professional Liability.

23. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification

The Contractor shall defend (except against professional liability claims), indemnify and hold harmless the City from all third party actions, proceedings, claims and demands ("Claims") and the costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of such Claims resulting from the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent,

employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et. seq., as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

27. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:

Brett Milburn, Director of Digital Solutions, Principal
Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology
D.P.C.
300 Kimball Drive, Suite 4
Parsippany, NJ 07054

To the Contractor:

Sean Moody, Capital Projects Manager
Public Works Department
City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

29. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to

including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty shall not exceed the total compensation received by Contractor or \$100,000, whichever is greater.

35. Mutual Waiver of Consequential Damages

Contractor and City waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the Contract or the services provided by Contractor, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Contract.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:
LANGAN ENGINEERING, ENVIORNMENTAL,
SURVEYING, LANDSCAPE ARCHITECTURE AND
GEOLOGY D.P.C.

Brett Milburn
Brett Milburn (May 28, 2026 17:24:50 EDT)

MICHAEL GARCIA, MAYOR

BRETT MILBURN, PRINCIPAL
DATE: May 28, 2026

ATTEST:

GERALYN CARDENAS, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (May 28, 2026 16:57:15 MDT)
KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Andrea Phillips
ANDREA PHILLIPS (Jun 18, 2026 10:50:57 MDT)

ANDREA PHILLIPS, FINANCE DIRECTOR

February 17, 2026

Sean Moody, Capital Project Manager
City of Santa Fe
737 Agua Fria Street
Santa Fe, New Mexico 87501
Submittal via email: sxmoody@santafenm.gov



Re: On-Call OpenGov Asset Management & GIS Support Services

Dear Sean Moody,

Thank you for the opportunity to provide the City of Santa Fe, New Mexico (Santa Fe or City) with our proposal and scope of services for on-call OpenGov Enterprise Asset Management (EAM) and Geographic Information Systems (GIS) support services. Our approach to assist the City with its OpenGov EAM and GIS environments is described herein.

Project Understanding

To assist the City in its efforts, Langan Engineering, Environmental, Surveying, Landscape Architecture, and Geology D.P.C. (Langan) has prepared a scope of services based on the initial discussion with the City on August 26, 2025, and subsequent meetings. Based on these discussions, we understand the City would like to move forward with on-call OpenGov EAM and GIS service hours to assist with a variety of tasks. Langan leverages its strategic partnership with OpenGov to help clients implement and sustain robust enterprise asset management solutions, safeguarding performance through optimized workflows, data-driven insights, and long-term operational support. By supporting OpenGov's GIS-centric environment, we pair our Esri Gold partnership and associated specialties to safeguard the seamless operation of both systems. Where needed, the Langan team follows Esri's recommended best practices described at the [ArcGIS Architecture Center](https://trust.arcgis.com/en/). Langan adheres to the security requirements recommended for Esri ArcGIS products as outlined at <https://trust.arcgis.com/en/>. We will collaborate with the City to implement industry's best practices or adjust existing measures, as necessary. Along with our asset management and GIS services, we also provide licensed survey, drone Imagery capture, and reality scanning/capture services to further facilitate your asset management and data needs.

Scope of Services

Langan services will be provided on a task order basis, as requested by the City, and include any or the following from the tasks below.

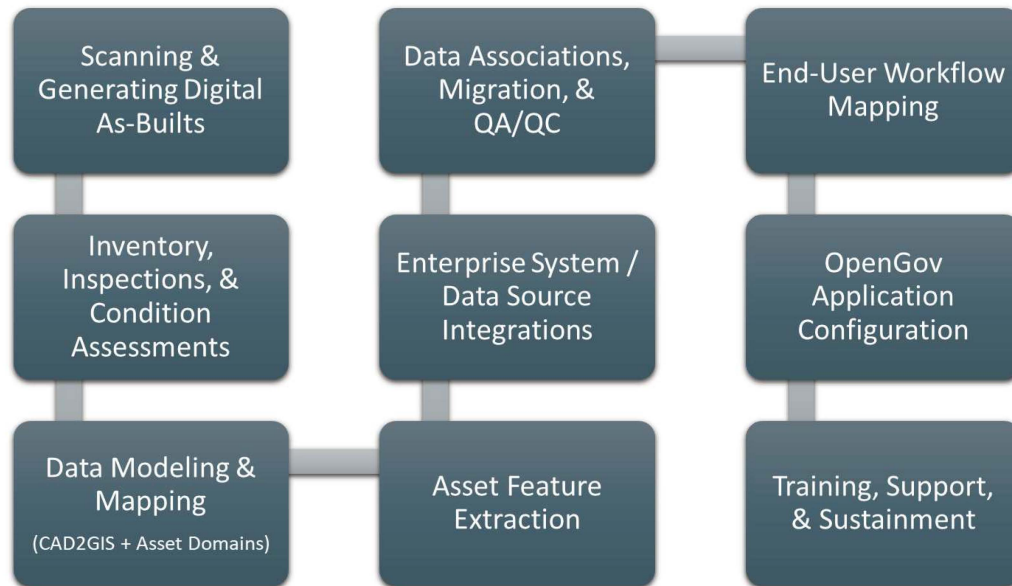
On-Call OpenGov Enterprise Asset Management & GIS Support Services

The Langan team can provide on-site and virtual OpenGov EAM and GIS support services to maintain the City's OpenGov EAM and Esri GIS software. Under this contract, the expected services may include, but are not limited to, any of the following:

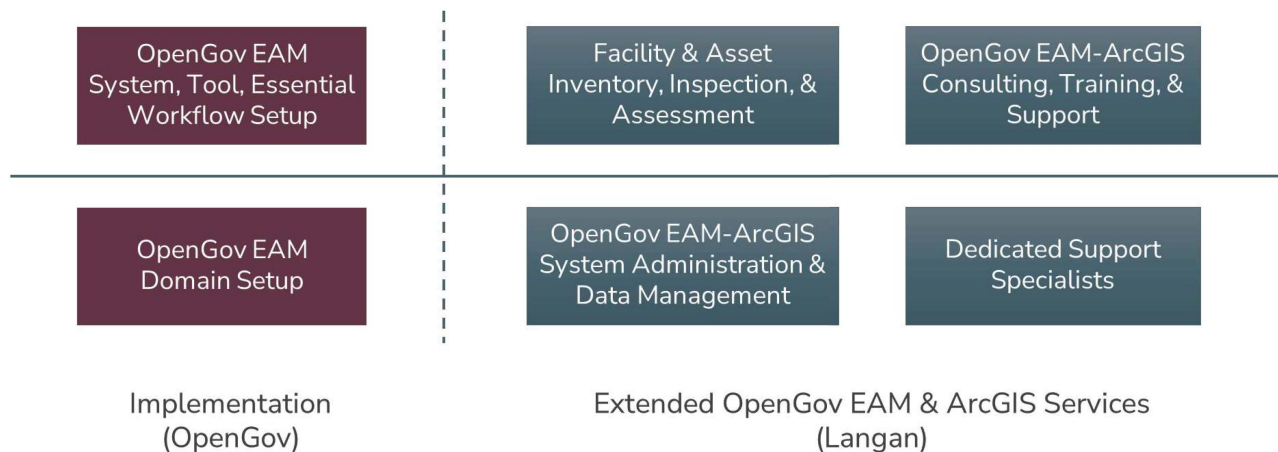
- **Needs Assessment, Discovery, and Strategic Planning:** On-site and virtual needs assessment and discovery for the two (2) divisions, Parks and Open Space and Complete Streets from the Public Works Department. Ongoing discovery, planning, strategic planning and roadmap activities based on feedback and evolving goals of the City.
- **Training:** Development and delivery of additional job aids and remote online training for the apps/tools/workflows configured for the City's end-users as quick reference guides. On-site or virtual training delivery and support for managers/supervisors and trades staff focused on apps/tools/workflows managers/supervisors. Training services can be provided for both OpenGov EAM and GIS processes.
- **Maintenance and Administration of OpenGov EAM:** Development and delivery of guidance and perform the maintenance and administration of the OpenGov EAM software, Esri's ArcGIS platform, and related technologies and data, services, and applications hosted within each environment.
- **OpenGov Integration Support:** OpenGov EAM integration support for ArcGIS Enterprise, ArcGIS Online and associated Esri technologies and/or other enterprise business systems.
- **GIS Support for the City's existing Esri ArcGIS Enterprise and ArcGIS Online environments:**
 - Project management, discovery, support, and strategic planning.
 - Data collection, configuration, modeling, and maintenance.
 - GIS data configuration and attributing for OpenGov EAM.
 - ArcGIS Enterprise and ArcGIS Online maintenance, administration and training.
 - Web/Mobile application development, maintenance, & support, such as dashboards, Experience Builder, Instant Apps, Field Maps, and Survey123.
 - IT and cloud resource support, maintenance and administration.
 - GIS integration support and maintenance for other enterprise business systems.

- **On-demand User Support:** On-demand user support (response within 24 hours of receipt of request on standard business days M-F) technology support for the OpenGov EAM, GIS apps/tools and related technologies. Our engagement model for on-demand / on-call services is further defined in our Professional Services Engagement Model below.

The graphic below further outlines our approach to project delivery for OpenGov, asset management, and GIS support and sustainment services:



The graphic below further outlines our collaboration with OpenGov starting with implementation of their EAM software by OpenGov and through on-call support services:



Professional Services Engagement Model

The Langan team will implement the following professional services engagement model with the City staff to manage incoming requests:

- **Designated POCs:** Langan will assign one main point of contact (Melissa Kelly), as well as a back-up (Brock Saylor) for incoming requests and projects.
- **Regular, recurring meetings:** Langan will provide regular (weekly or bi-weekly) recurring meetings to discuss status on outstanding requests, focus projects, percentage complete, and remaining budget.
- **Monday to Friday, 24-hour response time:** Langan will receive and respond to requests from designated POCs Monday-Friday. Incoming requests will be acknowledged within 24 hours of receipt.
- **Common tasks (1-8 hours):** It is our experience that most requests can be completed within one-to-eight hours and assumes direct engagement, as needed, with the assigned City staff or requester.
- **Focused tasks (Over 8 hours):** For these requests, it is standard procedure for us to provide a request/project review with the City POC, develop a recommended scope of tasks & anticipated budget (time allocation), and gain the City's acceptance prior to commencing work.
- **QA/QC of work product:** Langan follows a standard QA/QC protocol for work products.
- **Training and support:** Langan provides written and digital training (in-person and/or virtual) for work products to be used by the City staff. This may include instructor-led training, knowledge transfer, job aids, virtual/in-person training workshops, as well as direct 1:1 technical support.

Estimated Fee

Our estimated fee for these on-call services is provided herein and developed based on our previous discussions with the City. Our fees will be billed on a time and material (T&M) basis using the billing rates provided below and will not exceed the amount of **\$649,125** with contract GRT throughout the contract without prior authorization. The work will be assigned on a task order basis throughout the next four years. Per Langan's standard practices, monthly invoices will be sent to the City for work completed in the previous month.

Estimated Fee for Services		
Task	Estimated Hours	Estimated Fee
On-Call OpenGov Enterprise Asset Management & GIS Support Services	2,960	\$600,000
Total Estimated Hours & Estimated Fee	2,960	\$600,000
Contract GRT	X	\$49,125
Total Estimated Hours & Estimated Fee with Contract GRT	2,690	\$649,125

In compliance with Langan's Texas DIR Price Sheet for Services, DIR-CPO-6027, the DIR Customer Price Per Unit is based on a blended rate using the hourly fee schedule provided below and are effective until June 30, 2026. The rates provided in the table below will increase by 4% each year.

Hourly Fee Schedule	
Project Personnel	Hourly Rate
Project Principal	\$290
Senior Consultant	\$280
Project Director	\$270
Project Manager	\$250
Lead Solutions Architect/Developer	\$260
Senior Solutions Architect/Developer	\$250
QA/QC Lead	\$240
Database Administrator	\$220
Senior Solutions Developer	\$200
Solutions Developer	\$190
Senior GIS Analyst	\$180
GIS Analyst	\$170
Senior GIS Technician	\$130
GIS Technician	\$100

Additional Langan fee items are as follows:

- Travel costs such as hotel stays, car rentals, tolls, airfare, train fare, or parking will be expensed at cost.
- Mileage will be billed at the standard government rate for Santa Fe, New Mexico.
- Any shipping costs will be billed at cost.
- Any software or hardware purchases will be billed at cost.
- Subcontractor expenses will be marked up by 15%.

Contracting

Langan plans to leverage our Texas Department of Information Resources contract, #DIR-CPO-6027, additional information can be found here: <https://www.langan.com/dir-texas>. We've also attached the DIR-CPO-6027 Appendix A Standard Contract Terms and Conditions.

Key Assumptions & Exceptions

General

- Unless otherwise specified, Langan staff will perform all work remotely.
- The City staff will be available to assist, participate, and provide feedback for tasks Langan is asked to complete.
- The City Subject Matter Experts (SMEs) will be available to address questions encountered during the project; SME's will respond in a timely manner as to not impact the project schedule.

Access and Licensing

- The City will have all necessary technology environments and software licensing in place, supported, and adequate for this project, the target version, and number of expected users.
 - ArcGIS Online/Enterprise have been procured at the required licensing level for this project.
 - The version of ArcGIS desktop products to be used for all data and mapping services provided by Langan will be ArcGIS Pro version 3.5.x or more recent.
 - OpenGov EAM have been procured and implemented by OpenGov.
- The City will provide adequate and timely access to necessary enterprise systems, which may include servers, databases, platforms, and/or applications.

Environments

- All applicable computing environments (internal-, cloud-, or hybrid-hosted) are available and accessible to Langan.
- No modifications will be required for any environment to achieve the Scope of Services stated herein.
- Memory in the target environment(s) is adequate for the project.
- If backups are needed for servers, databases, or other systems, the City is responsible for taking those backups and restoring them if a contingency plan is enacted.
- Unless otherwise stated herein, all necessary system architecture is in place following industry best practices to support the project.

Other Technical Assumptions

- Web client will be targeted for all browsers with versions n-1; where n is the latest browser version at date of release. Supported browsers are Chrome, Edge, Firefox, and Safari.
- Langan will make no functional code changes to any third-party applications integrated or interfaced with the OpenGov platform and Esri's ArcGIS platform.

Requirements and Specifications

- Any changes to the Scope of Services must be agreed upon by both the City and Langan.
- Any changes to the Scope of Services that impact the budget, schedule, and/or staff resources will require a signed Change Order.
- Data, datasets, requirement specifications, source files, and any other document or file required to complete the Scope of Services will be finalized and delivered to Langan per the agreed-upon schedule.
- Requirements will be locked after the first week of project execution. Changes to the approved requirements after the first week of project execution may require a signed Change Order.

Testing

- The City will be responsible for final testing and for testing approval for changes made in each applicable environment.
- The City resources will be available to test and validate the changes in each implemented environment per the agreed-upon schedule.

Data

- Unless otherwise specified in the Scope of Services, all data related to this project is adequate, available, and ready for use without conversion, cleansing, or other modification. This includes any development/test environments that may be used.
- The City will provide any required CAD DWG files for data conversion and will complete any required DWG file updates unless otherwise specified in the Scope of Services.
- Langan performs industry standard best practice QA/QC checks on all data deliverables.

Closing

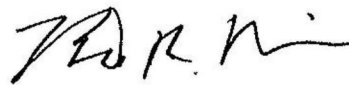
We thank you for the opportunity to submit this proposal and we are excited to be supporting the City with this exciting project. If this proposal is acceptable to you, please sign on the following page and return a copy to authorize the work. If you have any questions, please do not hesitate to call.

Sincerely,

**Langan Engineering, Environmental, Surveying, Landscape
Architecture, and Geology D.P.C.**



Brock Saylor
Senior Project Manager | Digital Solutions



Brett Milburn, GISP
Director of Digital Solutions / Principal

Enclosure(s): DIR-CPO-6027 Appendix A Standard Contract Terms and Conditions

<https://langan.sharepoint.com/sites/AppliedTechnologies/Shared%20Documents/Proposals/Santa%20Fe%20NM%20GIS%20AM%20Services%20September%202025/Draft%20Submittal/Santa%20Fe%20GIS%20Services%20September%202025.docx?d=w917f0984be4d4eb3940b9dbbc6b1948f&csf=1&web=1&e=RsbLN9>

Authorization

Receipt of this Proposal, which is in accordance with our attached general terms and conditions, is hereby acknowledged and all the terms and conditions contained therein are accepted.

Client Authorization:

Sean Moody, Capital Project Manager
City of Santa Fe
737 Agua Fria Street
Santa Fe, New Mexico 87501
Submittal via email: sxmoody@santafenm.gov

Company: City of Santa Fe, New Mexico ("Client")

By/Title: Sean Moody, Capital Project Manager
(Authorized representative)

Signature: _____

Date: _____

Langan Authorization:

Brett Milburn, GISP
Director of Digital Solutions / Principal
bmilburn@langan.com

Signature: _____

Date: _____



Outlook

Re: GIS Integration Contractor

From Matt Loehman <mloehman@horizonsofnewmexico.org>**Date** Thu 2/19/2026 10:07 AM**To** KINCADE, KATHERINE L. <klkincade@santafenm.gov>**Cc** RUDLOFF, SHANE C. <scrudloff@santafenm.gov>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning -

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico

6121 Indian School Rd. NE, Suite 220

Albuquerque, NM 87110

office phone: (505) 345-1540

email: mloehman@horizonsofnewmexico.org

web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Thu, Feb 19, 2026 at 9:49 AM KINCADE, KATHERINE L. <klkincade@santafenm.gov> wrote:

Good afternoon. We are looking to hire a Geographic Information Systems (GIS) contractor to help us integrate platforms across departments to better respond to and track constituent maintenance

requests and collect specific asset data for management decision-making. The Scope of Work would be as follows:

To provide on-site and virtual OpenGov Enterprise Asset Management (EAM) and GIS support services to maintain the City's OpenGov EAM and Esri GIS software. Under this contract, the expected services may include, but are not limited to, any of the following:

Needs Assessment, Discovery, and Strategic Planning

Training

Maintenance and Administration of OpenGov EAM

OpenGov Integration Support

GIS Support for the City's existing Esri ArcGIS Enterprise and ArcGIS Online environments

On-demand User Support

Do you have a provider we should reach out to? Thank you!

Kat Kincade, CPO (she/her)

Contract Administrator

Parks and Open Space Division

Public Works Department

📠 505-637-2112

📞 505-955-2116 (not up and running yet)

✉️ klkincade@santafenm.gov

1142 Siler Road, Building C (Antonio Roybal Bldg.)

Santa Fe, NM 87505





RE: Langan Engineering Contract

From DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>

Date Wed 4/8/2026 10:24 AM

To JORDY, CLAIRE S. <csjordy@santafenm.gov>; KINCADE, KATHERINE L. <klkincade@santafenm.gov>

Cc HARDING, MATTHEW R. <mrharding@santafenm.gov>; Purchasing DET <purchasing_det@santafenm.gov>

Thanks for clarifying further. Here is an updated determination:

Based on the information you provided, the scope of work is classified as **Professional Services** for procurement purposes. This classification is made solely to answer the classification question and does not constitute a comprehensive review of the scope or of the procurement method's compliance with all applicable legal or regulatory requirements. This determination may change if the scope of work is modified from the original submission.

Procurements must comply with all applicable requirements, including but not limited to:

- The City of Santa Fe Procurement Manual
- [City ordinances](#)
- [Central Purchasing procedures](#)
- Applicable [State Statutes](#)
- Any requirements of the [New Mexico Department of Workforce Solutions](#), if applicable

Notes and additional approvals:

- Save this email as a PDF and upload it to the corresponding Munis record(s).
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) (mloehman@horizonsofnewmexico.org) *if* this service appears on their approved list.
- If your request includes items that must be reviewed and preapproved by another City department or division, send the same scope of work to the appropriate email address before selecting a vendor and include their response in your packet/Munis.

For subject-matter review and signatures, use the following contacts:

- -Treasury (Point of Sale Systems) – questions: drsena@santafenm.gov; clromero@santafenm.gov. Request signature from: clromero@santafenm.gov
- -IT components (everything IT) – questions: ereview@santafenm.gov. Request signature from: edcandelaria@santafenm.gov; Copy: zxdushdurova@santafenm.gov; lenobes@santafenm.gov; lfworstell@santafenm.gov
- -Vehicles – questions: fleet@santafenm.gov. Request signature from: dmjaramillo@santafenm.gov
- -Grants – questions: grants@santafenm.gov. Request signature from: evlujan@santafenm.gov
- Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: fmdreview@santafenm.gov. Request signature from: jsburnett@santafenm.gov
- -Emergency Related Purchases – questions oem@santafenm.gov and klmorgan@santafenm.gov. Request signature from: klmorgan@santafenm.gov
- -Asset over \$5k – questions: accountspayable@santafenm.gov.
- Ensure that the appropriate templates and forms are used, they can be found on the intranet https://intranet.santafenm.gov/finance_1 and in OpenGov <https://procurement.opengov.com/governments/1784201/projects>.

- When processing this procurement, please ensure the procurement number issued by OpenGov and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is $\geq \$100,000.00$, per SFCC 1987, Section 11-13, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must request approval of an *Authorization and Plan* before you process.
- $\leq \$60,000.00$ per year, one quote is acceptable.
- From $\$60,000.01$ to $\$100,000.00$ per year or per contract, if you aren't using a cooperative or existing contract, you must provide 3 quotes in your req. It is highly recommended that you use OpenGov, or Pavilion.
- **Identify your funding source and notify Purchasing.**
It's essential to determine the funding source early, as it impacts the required documentation and contract language. For example, if federal funds are being used, specific federal provisions must be included in both the procurement request and the resulting contract. Notifying Purchasing of the funding source upfront ensures compliance and avoids delays.
- Follow the link below to review existing price agreements, contracts, or cooperative agreements that might be applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
- [Pavilion: Free Cooperative Contract Search for Governments](#) (please work with Purchasing if you find an existing or cooperative contract that might work)
- Submit via [Submit Purchase Requests](#) or the appropriate email address:
- Determination requests to purchasing_det@santafenm.gov
- All other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

 [Book time to meet with me](#)

Regards,

Travis Dutton-Leyda, City of Santa Fe Chief Procurement Officer
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

Vendor Registration Sites and Current Procurement Opportunities:

[ERP] <https://cityofsantafenm.tylerportico.com/va/vendor-access>

[OpenGov - eProcurement] <https://procurement.opengov.com/portal/santafenm>

[Current] <https://www.withpavilion.com/>

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd



“Unless someone like you cares a whole awful lot, nothing is going to get better. It's not.”

— Dr. Seuss, [The Lorax](#)

MOODY, SEAN X.

From: ITT E-Review
Sent: Thursday, October 9, 2025 10:13 AM
To: MOODY, SEAN X.; ITT E-Review
Cc: DUSHDUROVA, ZARIFA X.; PADILLA, LEONARD P.; PACHECO, PHILLIP M.
Subject: RE: Langan proposal - ArcGIS / OpenGov / IndiGov

Thank you Sean,

ITT has no objections on your procuring additional services to support your GIS program.

Thank you,
Zarifa Dushdurova
Enterprise Applications Support (EAS) Manager,
City of Santa Fe Information Technology & Telecommunications (ITT)
Mouton Hall, Midtown
Cell – 505.795.1175
zxdushdurova@santafenm.gov



From: MOODY, SEAN X. <sxmoody@santafenm.gov>
Sent: Tuesday, October 7, 2025 3:05 PM
To: ITT E-Review <ereview@santafenm.gov>
Cc: DUSHDUROVA, ZARIFA X. <zxdushdurova@santafenm.gov>; PADILLA, LEONARD P. <lppadilla@santafenm.gov>; PACHECO, PHILLIP M. <pmpacheco1@santafenm.gov>
Subject: Langan proposal - ArcGIS / OpenGov / IndiGov

Hello,

Attached find vendor proposal and ITT intake form.

The purpose of the proposed scope is to optimize the city's ArcGIS and OpenGov Enterprise Asset Management platforms and enhance the city's GIS database to support Public Works' transition to a computerized work order system. Additional consulting may be requested to support ITT's transition from AGOL to ArcGIS Enterprise, and to create an API between IndiGov and Survey123.

I was not able to provide many of the technical details of the environment in which the consultant will work, or the impact of the work on ITT systems.

If it is helpful, may I ask to be included in any call with the consultant to discuss their proposed scope?

Thank you!

Sean

Sean Moody
Capital Projects Manager
Public Works Department
City of Santa Fe
505.955.6931



IT Review: Pre-screening questions for Software/Solution Replacement Request

Change Requested By:

Name: Sean Moody
Division: Public Works Department / Engineering

Date: October 7, 2025
Phone: x6931

Information about the Existing System/Solution:

1. Name of the solution you are trying to replace: To support automation of the department's manual work order processes.
(version/module) _____
2. Number of current users: +/- 60
3. Who is responsible for updating / troubleshooting the current solution?
 - ☒ ITT Representative (division/position/name/contact info): Leonard Padilla x5516
 - ☒ Vendor (name / contact info): Brock Saylor / bsaylor@langan.com / (484) 363-0720
 - ☐ City Department's representative (name/contact info): Sean Moody / sxmoody@santafenm.gov
 - ☐ 3rd Party Contractor (name/contact info): Laura Ball / lball@opengov.com / (801) 915-6545
 - ☐ Other: (Company/name/contact/allocated hours/mo): Tim Triplett / ttriplett@esri.com / (303) 974-0895
4. Is the current system hosted in the cloud or locally by the City: Cloud
 - ☐ Hosted on ITT servers (name and location): _____
 - ☐ Hosted on Cloud (provider name and link): _____
5. What are main features you are utilizing with the current software:
ArcGIS Pro; AGOL; Survey123 & FieldMaps; OpenGov Enterprise Asset Management
6. Describe the limitations of the current software that new proposed solution will remedy:
ArcGIS data structures must align with OpenGov EAM data structures, and with department workflows.
7. What is the extent of the data that will be transferred to the new solution from the current solution: AGOL-to-ArcGIS Enterprise anticipated. IndiGov-to-AGOL or ArcGIS Enterprise possible.
 - ☐ All the data will be transferred and deleted from existing accounts; _____
 - ☐ Only partial/or no data will be transferred, and the data will be backed up into local drive.
(where?) _____
 - ☐ No data will be transferred and backed up _____
8. Will there need to be an archival copy of the current solution maintained? ☐ No _____
 - ☐ Yes (if yes – by who, and how long): _____
 - ☐ Unknown (specify): _____



Information about the Proposed System/Solution:

9. Name of the solution/software you are interested in purchasing: Custom APIs possible.

(version/module): _____

10. What is the goal of the requested application? ITT/GIS support and consultant access to OpenGov, Survey123, FieldMaps, IndiGov

11. Number of users that will be utilizing the system and will need licenses: 2 or less

12. How many users will be covered by current quote?: 2 or less

13. Single sign on – is this solution capable of: _____

☐ Azure Entra ID SAML

☐ Other SSO: 2FA email + code

☐ Azure Entra ID OAUTH2

14. Will the new solution be hosted and where:

☐ Locally (address): _____

☒ or in the Cloud (address): _____

15. Will the updates to the new system/solution be performed by:

☐ City staff (Name/position/division): _____

☐ or the Vendor (assigned staff): _____

16. What existing IT systems, if any, does this solution need to connect to?:

☐ Email _____ ☒ GIS portal/databases* _____

☐ Network _____ ☒ API Connect _____

17. Who will be responsible for installing and configuring the new solution and transferring existing data from the current solution?

☐ ITT Representative (division/name/contact info): _____

☐ Vendor (name / contact info): _____

☐ City Department's representative (name/contact info): _____

☐ 3rd Party Contractor (name/contact info): _____

☐ Other: (Company/name/contact/allocated hours/mo): _____

18. What is the estimated timeframe for starting up this new solution, and transferring from the current solution to the new solution? _____

Unknown	Under 3 months	3 to 6 months	6-12 months	More than 1 yrs	Other:
---------	----------------	---------------	-------------	-----------------	--------

19. How or who handles any requests for support for the requested Application? _____



20. What level of support is provided by the vendor for this new system/solution, and what are the applicable SLAs? _____

No Vendor Support	Limited to # hours: _____	Unlimited Business Hours	Unlimited 24/7	Other: _____
-------------------	---------------------------	--------------------------	----------------	--------------

20a. Please include Service Level Agreement details _____

21. Vendors contact information for technical questions regarding this new solution: _____

22. Does the requested application require any specific browser, plugin, security setting, network setting, hardware or setting? _____

23. Is there different level of access to the requested application? If so, how is access handled? _____

24. Will AI component be utilized in the application?

No ___ Explanation: _____

Yes ___ Explanation: _____

25. Is there an option to utilize Enterprise AI version if available? _____

26. What kind of data is collected by most customized (most security/ privacy enabled) version of this application? _____

27. Does the quote include Enterprise version option? _____

28. Will AI component be reviewed first with a test group? _____

Will you require ITT to set up the security and privacy settings on AI component?

No ___ Explanation: _____

Yes ☐ Explanation: _____

29. What kind of privacy and security certifications this solution utilizes and is this acceptable for City ITT? _____

30. Does this have Incident management component and how this will be managed?

No ___ Explanation: _____

Yes ___ Explanation: _____



ITT GIS Discovery questions

31. Will you require APA/Map service? _____

32. Who is your City GIS Contact?: _____

33. List of data needed for map service: _____

34. Is there a data that needs to be reconciled back into City GIS databases?: _____

35. Will you need City GIS Team to create you field app/ dashboards/ additional services?

36. Will you require City's Esri Licenses and how many?: _____

37. Will this affect City's ESRI service agreement in any way?: _____



ITT PMO Discovery questions

38. Who will be responsible for the project created by adopting the new solution?

- ☐ City Department Project Manager
☐ Vendor Project Manager
☐ ITT Enterprise Project Management Office Project Manager
☐ Other

39. Are you requesting ITT Project Management Services?

ITT Project Management Services include but are not limited to:

- ☐ Enterprise System Upgrade (i.e. Munis/UKG(Kronos)
☐ New application selection, purchase, and implementation

40. Will this application need to connect to Tyler Munis via API?

- ☐ Yes (requires CCB) ☐ No

What's the name of the Munis module we need to connect to?



For ITT Only (End of discovery results):

F. Will this implementation require ITT resources?

☐

Yes (Requires Division Approval)

☐

No

G. Will this implementation and management require ITT staff hours?

☐

Yes (Requires Division Approval)

☐

No

H. Was the requested software vetted by ITT Security officer?

☐

Yes

☐

No

I. Does the requested solution have Single Sign enabled?

☐

Yes

☐

No (Requires Security Officer Approval)

J. Are the deliverables for this solution already exist in City's EAS Library (or is this solution can be substituted by existing City of Santa Fe solution?)

☐

Yes (Requires EUS/PMO Approval)

☐

No

Request Approved?

☐

Yes

☐

No

Approver's Name/ Signature:

Sean Moody

Date: _____

October 3, 2025

Sean Moody, Capital Project Manager
City of Santa Fe
737 Agua Fria Street
Santa Fe, New Mexico 87501
Submittal via email: sxmoody@santafenm.gov



Re: On-Call OpenGov Asset Management & GIS Support Services

Dear Sean Moody,

Thank you for the opportunity to provide the City of Santa Fe, New Mexico (Santa Fe or City) with our proposal and scope of services for on-call OpenGov Enterprise Asset Management (EAM) and Geographic Information Systems (GIS) support services. Our approach to assist the City with its OpenGov EAM and GIS environments is described herein.

Project Understanding

To assist the City in its efforts, Langan Engineering and Environmental Services, LLC (Langan) has prepared a scope of services based on the initial discussion with the City on August 26, 2025, and subsequent meetings. Based on these discussions, we understand the City would like to move forward with on-call OpenGov EAM and GIS service hours to assist with a variety of tasks. Langan leverages its strategic partnership with OpenGov to help clients implement and sustain robust enterprise asset management solutions, safeguarding performance through optimized workflows, data-driven insights, and long-term operational support. By supporting OpenGov's GIS-centric environment, we pair our Esri Gold partnership and associated specialties to safeguard the seamless operation of both systems. Where needed, the Langan team follows Esri's recommended best practices described at the [ArcGIS Architecture Center](https://arcgis.com/arcgis-architecture-center/). Langan adheres to the security requirements recommended for Esri ArcGIS products as outlined at <https://trust.arcgis.com/en/>. We will collaborate with the City to implement industry's best practices or adjust existing measures, as necessary. Along with our asset management and GIS services, we also provide licensed survey, drone Imagery capture, and reality scanning/capture services to further facilitate your asset management and data needs.

Scope of Services

Langan services will be provided on a task order basis, as requested by the City, and include any or the following from the tasks below.

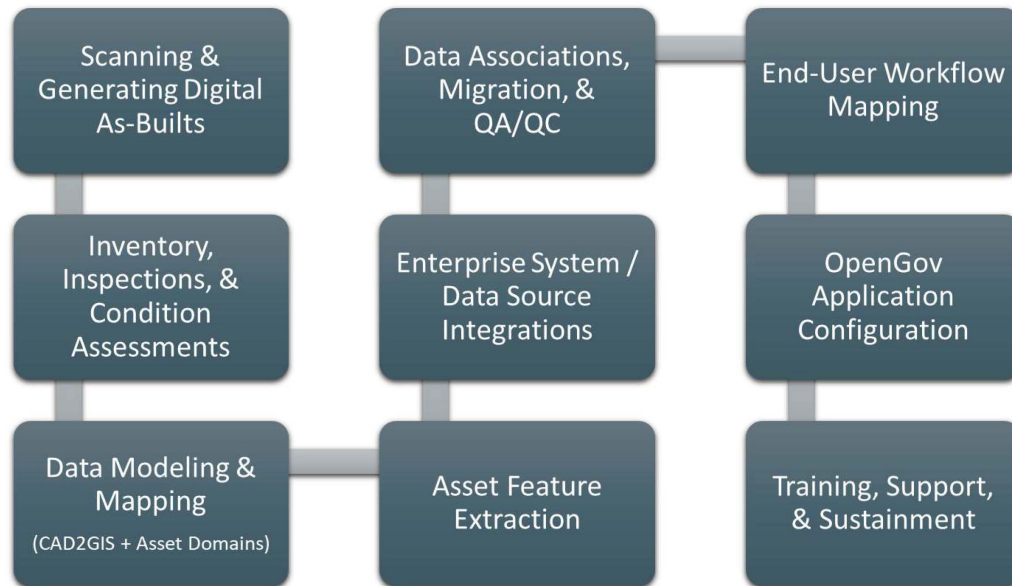
On-Call OpenGov Enterprise Asset Management & GIS Support Services

The Langan team can provide on-site and virtual OpenGov EAM and GIS support services to maintain the City's OpenGov EAM and Esri GIS software. Under this contract, the expected services may include, but are not limited to, any of the following:

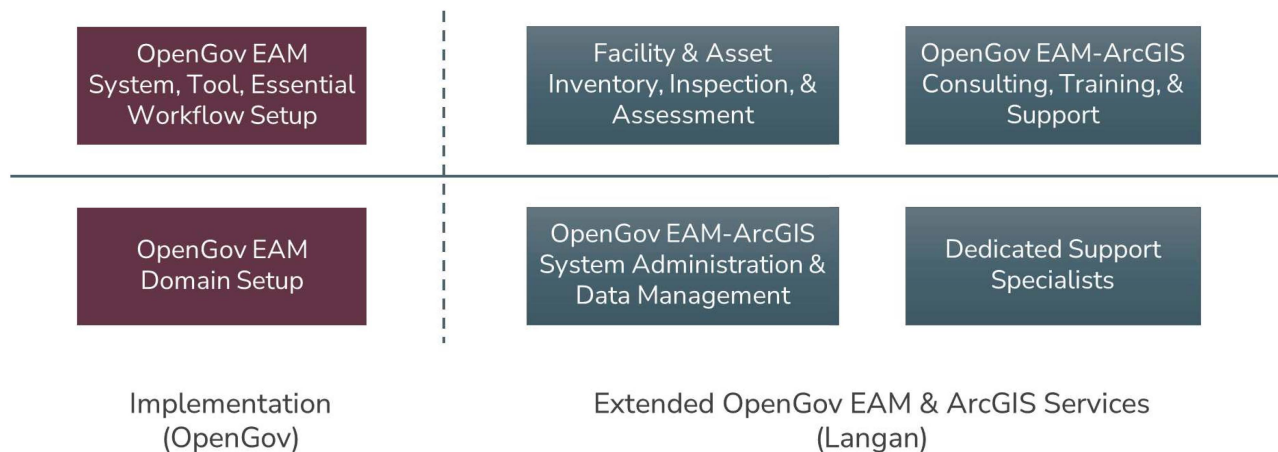
- **Needs Assessment, Discovery, and Strategic Planning:** On-site and virtual needs assessment and discovery for the two (2) divisions, Parks and Open Space and Complete Streets from the Public Works Department. Ongoing discovery, planning, strategic planning and roadmap activities based on feedback and evolving goals of the City.
- **Training:** Development and delivery of additional job aids and remote online training for the apps/tools/workflows configured for the City's end-users as quick reference guides. On-site or virtual training delivery and support for managers/supervisors and trades staff focused on apps/tools/workflows managers/supervisors. Training services can be provided for both OpenGov EAM and GIS processes.
- **Maintenance and Administration of OpenGov EAM:** Development and delivery of guidance and perform the maintenance and administration of the OpenGov EAM software, Esri's ArcGIS platform, and related technologies and data, services, and applications hosted within each environment.
- **OpenGov Integration Support:** OpenGov EAM integration support for ArcGIS Enterprise, ArcGIS Online and associated Esri technologies and/or other enterprise business systems.
- **GIS Support for the City's existing Esri ArcGIS Enterprise and ArcGIS Online environments:**
 - Project management, discovery, support, and strategic planning.
 - Data collection, configuration, modeling, and maintenance.
 - GIS data configuration and attributing for OpenGov EAM.
 - ArcGIS Enterprise and ArcGIS Online maintenance, administration and training.
 - Web/Mobile application development, maintenance, & support, such as dashboards, Experience Builder, Instant Apps, Field Maps, and Survey123.
 - IT and cloud resource support, maintenance and administration.
 - GIS integration support and maintenance for other enterprise business systems.

- **On-demand User Support:** On-demand user support (response within 24 hours of receipt of request on standard business days M-F) technology support for the OpenGov EAM, GIS apps/tools and related technologies. Our engagement model for on-demand / on-call services is further defined in our Professional Services Engagement Model below.

The graphic below further outlines our approach to project delivery for OpenGov, asset management, and GIS support and sustainment services:



The graphic below further outlines our collaboration with OpenGov starting with implementation of their EAM software by OpenGov and through on-call support services:



Professional Services Engagement Model

The Langan team will implement the following professional services engagement model with the City staff to manage incoming requests:

- **Designated POCs:** Langan will assign one main point of contact (Melissa Kelly), as well as a back-up (Brock Saylor) for incoming requests and projects.
- **Regular, recurring meetings:** Langan will provide regular (weekly or bi-weekly) recurring meetings to discuss status on outstanding requests, focus projects, percentage complete, and remaining budget.
- **Monday to Friday, 24-hour response time:** Langan will receive and respond to requests from designated POCs Monday-Friday. Incoming requests will be acknowledged within 24 hours of receipt.
- **Common tasks (1-8 hours):** It is our experience that most requests can be completed within one-to-eight hours and assumes direct engagement, as needed, with the assigned City staff or requester.
- **Focused tasks (Over 8 hours):** For these requests, it is standard procedure for us to provide a request/project review with the City POC, develop a recommended scope of tasks & anticipated budget (time allocation), and gain the City's acceptance prior to commencing work.
- **QA/QC of work product:** Langan follows a standard QA/QC protocol for work products.
- **Training and support:** Langan provides written and digital training (in-person and/or virtual) for work products to be used by the City staff. This may include instructor-led training, knowledge transfer, job aids, virtual/in-person training workshops, as well as direct 1:1 technical support.

Estimated Fee

Our estimated fee for these on-call services is provided herein and developed based on our previous discussions with the City. Our fees will be billed on a time and material (T&M) basis using the billing rates provided below and will not exceed the amount of **\$600,000** throughout the contract without prior authorization. The work will be assigned on a task order basis throughout the next four years. Per Langan's standard practices, monthly invoices will be sent to the City for work completed in the previous month.

The table below is a summary of the on-call services billing rates by staff role and will be effective until July 2026. The rates provided in the table below will increase by 4% each year.

Hourly Fee Schedule	
Project Personnel	Hourly Rate
Project Principal	\$290
Senior Consultant	\$280
Project Director	\$270
Project Manager	\$250
Lead Solutions Architect/Developer	\$260
Senior Solutions Architect/Developer	\$250
QA/QC Lead	\$240
Database Administrator	\$220
Senior Solutions Developer	\$200
Solutions Developer	\$190
Senior GIS Analyst	\$180
GIS Analyst	\$170
Senior GIS Technician	\$130
GIS Technician	\$100

Key Assumptions & Exceptions

General

- Unless otherwise specified, Langan staff will perform all work remotely.
- The City staff will be available to assist, participate, and provide feedback for tasks Langan is asked to complete.
- The City Subject Matter Experts (SMEs) will be available to address questions encountered during the project; SME's will respond in a timely manner as to not impact the project schedule.

Access and Licensing

- The City will have all necessary technology environments and software licensing in place, supported, and adequate for this project, the target version, and number of expected users.
 - ArcGIS Online/Enterprise have been procured at the required licensing level for this project.
 - The version of ArcGIS desktop products to be used for all data and mapping services provided by Langan will be ArcGIS Pro version 3.5.x or more recent.

- OpenGov EAM have been procured and implemented by OpenGov.
- The City will provide adequate and timely access to necessary enterprise systems, which may include servers, databases, platforms, and/or applications.

Environments

- All applicable computing environments (internal-, cloud-, or hybrid-hosted) are available and accessible to Langan.
- No modifications will be required for any environment to achieve the Scope of Services stated herein.
- Memory in the target environment(s) is adequate for the project.
- If backups are needed for servers, databases, or other systems, the City is responsible for taking those backups and restoring them if a contingency plan is enacted.
- Unless otherwise stated herein, all necessary system architecture is in place following industry best practices to support the project.

Other Technical Assumptions

- Web client will be targeted for all browsers with versions n-1; where n is the latest browser version at date of release. Supported browsers are Chrome, Edge, Firefox, and Safari.
- Langan will make no functional code changes to any third-party applications integrated or interfaced with the OpenGov platform and Esri's ArcGIS platform.

Requirements and Specifications

- Any changes to the Scope of Services must be agreed upon by both the City and Langan.
- Any changes to the Scope of Services that impact the budget, schedule, and/or staff resources will require a signed Change Order.
- Data, datasets, requirement specifications, source files, and any other document or file required to complete the Scope of Services will be finalized and delivered to Langan per the agreed-upon schedule.
- Requirements will be locked after the first week of project execution. Changes to the approved requirements after the first week of project execution may require a signed Change Order.

Testing

- The City will be responsible for final testing and for testing approval for changes made in each applicable environment.
- The City resources will be available to test and validate the changes in each implemented environment per the agreed-upon schedule.

Data

- Unless otherwise specified in the Scope of Services, all data related to this project is adequate, available, and ready for use without conversion, cleansing, or other modification. This includes any development/test environments that may be used.

- The City will provide any required CAD DWG files for data conversion and will complete any required DWG file updates unless otherwise specified in the Scope of Services.
- Langan performs industry standard best practice QA/QC checks on all data deliverables.

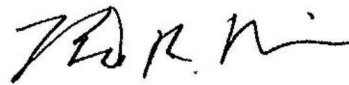
Closing

We thank you for the opportunity to submit this proposal and we are excited to be supporting the City with this exciting project. If this proposal is acceptable to you, please sign on the following page and return a copy to authorize the work. If you have any questions, please do not hesitate to call.

Sincerely,
Langan Engineering & Environmental Services, LLC



Brock Saylor
Senior Project Manager | Digital Solutions



Brett Milburn, GISP
Director of Digital Solutions / Principal

Enclosure(s): General Terms and Conditions

<https://langan.sharepoint.com/sites/AppliedTechnologies/Shared%20Documents/Proposals/Santa%20Fe%20NM%20GIS%20AM%20Services%20September%202025/Draft%20Submittal/Santa%20Fe%20GIS%20Services%20September%202025.docx?d=w917f0984be4d4eb3940b9dbbc6b1948f&csf=1&web=1&e=RsbLN9>

Authorization

Receipt of this Proposal, which is in accordance with our attached General Terms and Conditions, is hereby acknowledged and all the terms and conditions contained therein are accepted.

Client Authorization:

Sean Moody, Capital Project Manager
City of Santa Fe
737 Agua Fria Street
Santa Fe, New Mexico 87501
Submittal via email: sxmoody@santafenm.gov

Company: City of Santa Fe, New Mexico ("Client")

By/Title: Sean Moody, Capital Project Manager
(Authorized representative)

Signature: _____

Date: _____

Langan Authorization:

Brett Milburn, GISP
Director of Digital Solutions / Principal
bmilburn@langan.com

Signature: _____

Date: _____

GENERAL TERMS AND CONDITIONS

These Terms and Conditions shall apply to services provided by **Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C.; or Langan Engineering and Environmental Services, LLC; or Langan CA, Inc.; or Langan CT, Inc.; or Langan MA, Inc.; or Langan MI, Inc.; or Langan NC, Inc.; or Langan International, LLC; or Langan International UK, LTD.; or Langan Panama, S. DE R.L.; or Langan PR LLC; or Navix Engineering, LLC;** or such other Langan entity specifically identified in the Proposal (each individually, a "**LANGAN ENTITY**"); and together with the proposal to which these Terms and Conditions are attached (hereinafter, the "**Proposal**"), shall constitute the "**Agreement**." For purposes of this Agreement, the **LANGAN ENTITY** identified in the Proposal shall be referred to as "**LANGAN**" and the entity signing the Proposal shall be referred to as "**CLIENT**."

A. SCOPE OF SERVICES AND ADDITIONAL SERVICES

LANGAN will provide those services specifically identified in the Proposal (hereinafter, the "Services"). All Services, regardless of the commencement date, will be covered by these Terms and Conditions. All services not specifically identified in the Proposal are excluded; provided, however, that if requested by the CLIENT and agreed to by LANGAN in writing, LANGAN will perform such additional services ("Additional Services") subject to these Terms and Conditions. Unless otherwise agreed in writing, the CLIENT shall pay LANGAN for the performance of any Additional Services on a time-and-materials basis based upon LANGAN's then-current hourly rates. For avoidance of doubt, email will constitute written notice.

B. STANDARD OF CARE

LANGAN's services will be performed in accordance with this Agreement and in a manner consistent with the generally accepted standard of care and skill ordinarily exercised by professionals performing similar services under similar circumstances at the place and time the services are being performed (the "Standard of Care"). LANGAN will exercise reasonable professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement. The CLIENT agrees that no other representation, warranty or guarantee, expressed or implied, is provided by LANGAN or is presumed given by LANGAN under this Agreement or in any report, opinion, or any other document prepared by LANGAN or otherwise.

C. CLIENT RESPONSIBILITIES

In addition to other responsibilities described herein, the CLIENT shall: (i) provide all information and criteria as to the CLIENT's requirements, objectives, and expectations for the project, including all numerical criteria that are to be met and all standards of development, design, or construction and all other information reasonably necessary for completion of the Services, prior to the commencement of the Services; (ii) provide prompt, complete disclosure of known or potential hazardous conditions or health and safety risks; (iii) provide to LANGAN all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in LANGAN's opinion for completion of the Services; (iv) review all documents or oral reports presented by LANGAN and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services; (v) furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of LANGAN's Services; (vi) give prompt written notice to LANGAN whenever the CLIENT becomes aware of any development that affects the scope and timing of LANGAN's Services or any defect or noncompliance in any aspect of the project; (vii) give immediate written notice to LANGAN whenever CLIENT becomes aware of a cyber-event impacting CLIENT's or LANGAN's data or computer systems, including but not limited to theft, dissemination or use of confidential or personally identifiable information, or breach of network security (including unauthorized access to, use of or tampering with computer systems or data, or introduction of any virus or malware); and (viii) bear all costs incident to the responsibilities of the CLIENT. LANGAN will have the right to reasonable reliance upon the accuracy and completeness of all information furnished by the CLIENT.

CLIENT acknowledges that LANGAN has expended substantial time and expense in recruiting and training its employees and that the loss of such employees would cause significant financial harm to LANGAN. CLIENT therefore agrees that during the term of this Agreement and for one (1) year following completion of the Services, not to, directly or indirectly, attempt to or actually solicit, recruit or hire, any LANGAN employee involved with the Services. In the event this provision is violated, CLIENT will, on demand, pay LANGAN damages in an amount equal to the current yearly salary of the employee. CLIENT agrees that: (i) damages for a violation of this provision are difficult to ascertain; and (ii) the amount set forth herein bears a reasonable relationship to the actual damages LANGAN would incur and does not constitute a penalty. This provision will not apply to offers of employment resulting from general solicitations in the public domain.

D. INVOICING AND SERVICE CHARGES

LANGAN will submit monthly invoices to the CLIENT and a final bill upon completion of Services. The CLIENT shall notify LANGAN within two weeks of receipt of invoice of any dispute with the invoice. The CLIENT and LANGAN will promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of invoice by the CLIENT and is past-due thirty (30) days from the date of the invoice. Any unpaid balances shall accrue late charges of 1.5% per month, or the highest rate allowed by law, whichever is lower, and the CLIENT agrees to pay all fees and expenses incurred by LANGAN in any collection action.

The CLIENT shall notify LANGAN prior to executing this Agreement if federal, state, or local prevailing wage requirements apply. If prevailing wages apply, and LANGAN was not notified by CLIENT, CLIENT agrees to pay LANGAN the prevailing wage for new invoiced amounts, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. CLIENT also agrees to defend, indemnify, and hold harmless LANGAN from any alleged violations for failing to pay prevailing wages, including the payment of any fines or penalties.

E. RIGHT OF ENTRY

The CLIENT shall provide for safe right of entry in order for LANGAN to perform its Services, including execution of any site access or license agreements required for completion of the Services. LANGAN will not be required to execute any site access or license agreement(s). While LANGAN will take all reasonable precautions to minimize any damage to the property, the CLIENT acknowledges and agrees that in the normal course of work some damage may occur, the correction of which is not part of this Agreement unless specifically provided in the proposal.

F. JOBSITE SAFETY AND CONTROL OF WORK

LANGAN will take reasonable precautions to safeguard its own employees and those for whom LANGAN is legally responsible. Unless expressly agreed to in writing by LANGAN under separate contract, LANGAN will have no responsibility for the safety program at the Project or the safety of any entity or person other than LANGAN and its employees. Neither the professional activities of LANGAN nor the presence of LANGAN's employees and subcontractors at the Project site will be construed to confer upon LANGAN any responsibility for any activities on site performed by personnel other than LANGAN's employees and subcontractors. The CLIENT agrees that LANGAN will have no power, authority, right or obligation to supervise, direct, stop the work of or control the activities of any other contractors or subcontractors or construction manager, their agents, servants or employees.

G. EXISTING CONDITIONS AND SUBSURFACE RISKS

Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geologic, geotechnical, geochemical, and hydrogeologic conditions that LANGAN interprets to exist between sampling points will differ from those that actually exist. The CLIENT recognizes that actual conditions will vary from those encountered at the locations where borings, sampling, surveys, observations or explorations are made by LANGAN or its subcontractors and that the data, interpretation, and recommendations of LANGAN are based solely on the information available to it. Furthermore, the CLIENT recognizes that passage of time, natural occurrences, and/or direct or indirect human intervention at or near the site may substantially alter discovered conditions. LANGAN shall not be responsible for interpretations by others of the information it develops or provides to the CLIENT.

LANGAN will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the performance of its services. The CLIENT agrees to defend, indemnify, and hold LANGAN harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to LANGAN's attention or are not correctly shown on the plans furnished by CLIENT or third parties.

H. HAZARDOUS MATERIALS

Unless otherwise expressly agreed to in writing, the parties acknowledge that LANGAN'S scope of services does not include any services related to a hazardous environmental condition (such as asbestos, PCBs, petroleum, mold, waste, radioactive materials or any other hazardous substance). The discovery of any such condition shall be considered a changed condition and LANGAN may suspend its services until the CLIENT has resolved the condition.

I. INDEMNIFICATION

Subject to the provisions of Section J of these General Terms and Conditions, LANGAN agrees to indemnify and hold harmless the CLIENT and CLIENT's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, and employees for any and all damage obligations, liabilities, judgments, and losses for personal injury and/or property damage including reasonable attorney's fees and other expenses and disbursements, asserted by any third parties to the extent determined to have been caused by the negligent acts, errors or omissions or willful misconduct of LANGAN in the performance of its services under this Agreement. LANGAN will not be responsible for any loss, damage, or liability arising from any acts by the CLIENT or any of its agents, employees, staff, or other consultants, subconsultants, contractors or subcontractors. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

To the fullest extent permitted by law, the CLIENT agrees to indemnify, defend and hold harmless LANGAN and LANGAN's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, and employees for any and all, damage obligations, liabilities, judgments and losses, including reasonable attorneys' fees and all other expenses and disbursements, to which LANGAN may be subject, arising from or relating to (i) any unknown site condition or subterranean structures of which LANGAN does not have actual knowledge; (ii) any errors, omissions or inconsistencies in any data documents, records or information provided by the CLIENT on which LANGAN reasonably relied; (iii) any breach of contract, tort, error, omission, wrong, fault, or failure to comply with law by the CLIENT or third party over whom LANGAN has no control; (iv) the transport, treatment, removal or disposal of all Samples; and (v) the CLIENT's unauthorized use or copyright violation of plans, reports, documents and related materials prepared by LANGAN.

In connection with any construction project, CLIENT agrees to insert the following wording into any General Contract, Construction Management Agreement, or foundation contractor's contract: "To the extent permitted by law, and to the extent not proven to be caused in whole or in part by an indemnitee's own negligence, the contractor and its subcontractors of any tier shall indemnify, defend, save and hold harmless the CLIENT and LANGAN from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever (including reasonable attorneys' fees and litigation costs) which arise out of or are connected with or are claimed to arise out of or claimed to be connected with the design (to the extent the design is based on calculations, plans and drawings by contractor or anyone acting by, through or under contractor for which contractor is responsible) and performance of work by the contractor, or any act or omission of the contractor. Without limiting the generality of the foregoing, such defense and indemnity shall include all liability, damages, loss, claims, demands and actions on account of personal injury, death, property damage or any other economic loss to any indemnitee, any of indemnitees' employees, agents, contractors or subcontractors, licensees or invitees, or sustained by any other persons or entities, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, workers' compensation), contractual, tort or other liability of any indemnitee, contractor, subcontractor or any other persons."

In connection with any damages, loss, suit, claim or proceeding arising from or otherwise related to the execution of excavation, support of excavation, foundations, or underpinning activities, CLIENT agrees to use all reasonable efforts to seek defense and indemnification from the Contractor and Subcontractor responsible for the work, and, to the extent the CLIENT is entitled to be or is otherwise indemnified by contractors/subcontractors, CLIENT shall not seek indemnification from LANGAN.

Payment by CLIENT in accordance with Section D of this Agreement is a condition precedent to LANGAN's indemnification obligations.

In the event any part of this indemnification is determined to be void as a matter of law, then the clause shall automatically be reformed to be consistent with the law and apply the parties' intent to the maximum extent permissible by law.

J. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the total liability, in the aggregate, of LANGAN and its officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT, and to any third parties granted reliance by LANGAN per Section O, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Agreement, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall not exceed an aggregate amount equal to the total compensation received by LANGAN or \$100,000, whichever is greater. The CLIENT may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by LANGAN.

To the extent damages are covered by property insurance, LANGAN and the CLIENT waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. LANGAN and the CLIENT, as appropriate, shall require of the contractors, subcontractors, consultants, subconsultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

K. WAIVER OF CONSEQUENTIAL DAMAGES

LANGAN and the CLIENT waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the services provided by LANGAN regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory. This mutual waiver shall survive termination or completion of this Agreement.

L. INSURANCE

LANGAN agrees to maintain workers' compensation insurance as required by law and general liability, automobile and professional liability insurance with limits of \$1,000,000. Certificates of insurance will be issued to the CLIENT upon written request.

The CLIENT agrees that it will require the construction manager, general contractor and, the contractor(s) responsible for performing the work reflected by or relating to LANGAN's services on the Project, to name LANGAN as an additional insured on its Commercial General Liability and Excess/Umbrella insurance policies inclusive of operations, completed operations, and products liability coverage provisions. Such additional insured coverage shall be provided by endorsement CG 20 32 04 13 (for ongoing operations) and endorsement CG 20 37 04 13 (for completed operations).

To the fullest extent permitted by law, CLIENT hereby waives all rights of recovery under subrogation against LANGAN and its consultants.

M. FORCE MAJEURE

LANGAN will not be responsible or liable for any delays in performance, failure of performance or additional costs incurred by CLIENT related to any force majeure event, including but not limited to fire, flood, explosion, the elements, or other catastrophe, unforeseen existing or subsurface conditions, acts of God, war, riot, civil

disturbances, terrorist act, strike, lock-out, refusal of employees to work, labor disputes, inability to obtain materials or services, recognized health threats as determined by the World Health Organization, the Center for Disease Control, or local governments or health agencies (including but not limited to health threats of COVID-19, H1N1, or similar infectious diseases), or delays caused by the CLIENT, its agents, contractors, subcontractors, consultants, subconsultants or employees, or any governmental regulation or agency, or for any other cause beyond the reasonable control of LANGAN.

N. OPINION OF COST

Consistent with the Standard of Care in Section B of these General Terms and Conditions, any opinions rendered by LANGAN as to costs, including, but not limited to, opinions as to the costs of construction, remediation and materials, shall be made on the basis of its experience and shall represent its judgment as an experienced and qualified professional familiar with the industry. LANGAN cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost. LANGAN's services required to bring costs within any limitation established by the CLIENT will be paid for as Additional Services.

O. PROJECT DELIVERABLES

All reports, opinions, notes, drawings, specifications, data, calculations, and other documents prepared by LANGAN and all electronic media prepared by LANGAN are considered its project Deliverables to which LANGAN retains all rights. The CLIENT acknowledges that electronic media are susceptible to unauthorized modification, deterioration, and incompatibility; and therefore, the CLIENT cannot rely upon the electronic media version of LANGAN's Deliverables. All Deliverables provided by LANGAN to the CLIENT as part of the Services are provided for the sole and exclusive use of the CLIENT with respect to the Project. Reliance upon or reuse of the Deliverables by third parties without LANGAN's prior written authorization is strictly prohibited; provided, however, that LANGAN, in its sole discretion, may agree to grant reliance to a single relying party subject to (i) the payment by CLIENT of a reliance fee equal to 10 percent (10%) of the amount paid by CLIENT for the Deliverables upon which reliance is to be granted, and (ii) acceptance by the relying party of Langan's standard reliance letter (a copy of which will be provided to CLIENT and relying party upon request).

If the CLIENT distributes, reuses, or modifies LANGAN's Deliverables without the prior written authorization of LANGAN, or uses LANGAN's Deliverables to complete the project without LANGAN'S participation, the CLIENT agrees, to the fullest extent permitted by law, to release LANGAN, its officers, directors, employees and subconsultants from all claims and causes of action arising from such distribution, modification or use, and shall indemnify and hold LANGAN harmless from all costs and expenses, including the cost of defense, related to claims and causes of action arising therefrom or related thereto.

LANGAN will not sign any documents that certify the existence of conditions whose existence LANGAN cannot ascertain, or execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement. In the event LANGAN is required to execute any certifications, it is understood and agreed that: (i) the words "certify" or "certification" shall mean an expression of LANGAN's professional opinion based upon available information and consistent with the Standard of Care; and (ii) such certification does not constitute a warranty or guarantee by LANGAN.

P. CONFLICTS OF INTEREST

LANGAN provides engineering and other services on behalf of many companies and individuals; thus, during the time LANGAN is providing services to CLIENT it may also provide engineering and other services, unrelated to the services LANGAN is providing to CLIENT, to other present or future clients of LANGAN with interests adverse to CLIENT'S interests. CLIENT agrees that LANGAN'S services to CLIENT will not disqualify LANGAN from providing services to other clients in matters that are unrelated to the services LANGAN is providing to CLIENT, and CLIENT hereby waives any conflict of interest with respect to those services. LANGAN agrees not to use or disclose any proprietary or other confidential information of a nonpublic nature concerning CLIENT, which is acquired by LANGAN as a result of its service to CLIENT, in connection with any other matter, unless required to do so by law.

Q. TERMINATION AND SUSPENSION

Except as otherwise provided in this Agreement, this Agreement may be terminated by either party upon not less than seven (7) calendar days' written notice should the other party fail substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. If the defaulting party fails to cure its default within the seven (7) calendar day notice period or fails to commence action to cure its default if the cure cannot reasonably be completed within the seven (7) days, the non-defaulting party may terminate the Agreement.

Failure of the CLIENT to make payments to LANGAN in accordance with this Agreement shall be considered substantial non-performance and grounds for termination or suspension of services at LANGAN's option after such seven (7) day notice period or anytime thereafter. In the event of suspension for non-payment, LANGAN shall have the right to: (i) withhold its project Deliverables; and (ii) demand advanced payment for future services. Furthermore, LANGAN will be compensated for all services performed and reimbursable expenses incurred prior to such termination and all termination expenses.

In the event of a suspension of services or termination of the Agreement by LANGAN in accordance with this Section Q, LANGAN will have no liability for any delay or damage of any kind actually or allegedly caused by such suspension of services or termination. CLIENT shall not withhold amounts from LANGAN'S compensation to impose a penalty or damages on LANGAN, or to offset sums requested by or paid to contractors for the cost of changes in their work unless LANGAN agrees or has been found liable for the amounts.

R. DISPOSAL OF SAMPLES

All samples, contaminated or otherwise ("Samples"), collected by LANGAN while performing services under this agreement remain the property and responsibility of the CLIENT. LANGAN may dispose of Samples in its possession after ninety (90) calendar days from the date the samples are taken unless otherwise required by law or other arrangements are mutually agreed to in writing by the parties. At all times, any and all rights, title and responsibility for Samples shall remain with the CLIENT. Under no circumstances shall these rights, title and responsibility be transferred to LANGAN, and nothing contained in this Agreement shall be construed as requiring LANGAN to assume the status of an owner, operator, generator, storer, transporter or person who arranges for disposal, under any federal or state law or regulation. CLIENT shall reimburse LANGAN for the actual cost of disposal plus 15%.

S. RIGHT TO REFERENCE PROJECT

The CLIENT agrees that LANGAN has the authority to use its name as the CLIENT and a general description of the Project as a reference for other prospective clients.

T. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Neither party may assign or transfer this Agreement without the prior written consent of the other party, provided, however, that LANGAN can assign this Agreement, without consent, to a subsidiary or affiliate of LANGAN. The parties agree that this Agreement is not intended to give any benefits, rights, actions or remedies to any person or entity not a party to this Agreement, as a third-party beneficiary or otherwise under any theory of law.

If LANGAN is requested to execute a consent to assignment of this Agreement to a lender or other entity providing financing for the Project, LANGAN, in its sole but reasonable discretion, may agree to execute any such document provided it does not materially alter LANGAN's risk exposure or obligations under this Agreement, and provided the assignee agrees to: (i) pay any amounts due and owing at the time of assignment; (ii) pay any amounts to become due subsequent to such assignment; and (iii) be bound by the terms and conditions of this Agreement.

U. DISPUTE RESOLUTION

LANGAN and the CLIENT agree that any disputes arising under this Agreement and the performance thereof shall be subject to non-binding mediation as a prerequisite to further legal proceedings, which proceeding must be brought in a court of competent jurisdiction in the state in which the office of LANGAN that issued the Proposal is located. LANGAN and CLIENT waive any right to a trial by jury.

All actions by CLIENT against LANGAN, and by LANGAN against CLIENT whether for breach of contract, tort or otherwise, shall be brought within the period specified by applicable law, but in no event more than five (5) years following substantial completion of LANGAN'S services. CLIENT and LANGAN unconditionally and irrevocably waive all claims and causes of action not commenced in accordance with this paragraph.

If the CLIENT asserts a claim against LANGAN relating to allegations of professional negligence in performance of LANGAN'S services under this Agreement, LANGAN will be entitled to reimbursement of any costs incurred by LANGAN in the defense of the professional negligence claim, including any expenses incurred as part of LANGAN'S professional liability insurance deductible, to the extent LANGAN is successful in its negligence defense.

V. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state in which the office of LANGAN that issued the Proposal is located.

W. ENTIRE AGREEMENT

Unless a separate agreement is executed by the parties, upon receipt of direction to proceed from CLIENT and commencement of the SERVICES by LANGAN, and regardless of whether CLIENT signs the Proposal, these General Terms and Conditions will govern LANGAN's performance of the Services.

This Agreement (consisting of these General Terms and Conditions, the accompanying Proposal and LANGAN's Fee Schedule, if applicable) constitutes the entire agreement between the parties, supersede any and all prior agreements or representations of the parties to this agreement and conflicting terms on documents created by the CLIENT, and may not be modified, amended, or varied except by a document in writing signed by the parties hereto.



Department of Information Resources

DIR-CPO-6027 Appendix A Standard Contract Terms and Conditions Master Cooperative Contract

Contents

1	CONTRACT SCOPE	7
2	NO QUANTITY GUARANTEES.....	7
3	DEFINITIONS	7
3.1	Business Day.....	7
3.2	Compliance Check.....	7
3.3	Contract.....	7
3.4	Customer	7
3.5	Customer Data	7
3.6	Eligible Customer.....	8
3.7	Designated Reseller	9
3.8	DIR	9
3.9	Effective Date	9
3.10	Invoice	9
3.11	Purchase Agreement.....	9
3.12	State	9
3.13	Statement of Work (SOW).....	9
3.14	Successful Respondent.....	9
3.15	Third-Party Provider.....	9
4	GENERAL PROVISIONS.....	10
4.1	Entire Agreement.....	10
4.2	Modification of Contract Terms and Amendments.....	10
4.3	Invalid Term or Condition	10
4.4	Assignment.....	11
4.5	Survival.....	11
4.6	Choice of Law	12
4.7	Compliance with Laws	12
4.8	Limitation of Authority	12
4.9	Independent Contractor.....	12
4.10	Warranty and Return Policies.....	13
4.11	Force Majeure.....	13
4.12	Non-Solicitation of Customer Employees	13
4.13	General Requirements of Lease Documents.....	14
4.14	Submission of Written Complaints.....	14
4.15	Captions	14

5	INTELLECTUAL PROPERTY MATTERS	14
5.1	Intellectual Property Matters Definitions.....	14
5.1.1	Work Product.....	14
5.1.2	Intellectual Property (IP) Rights	15
5.1.3	Third Party IP.....	16
5.1.4	Successful Respondent IP.....	16
5.2	Ownership	16
5.3	Further Actions.....	17
5.4	Waiver of Moral Rights.....	17
5.5	Confidentiality	17
5.6	Injunctive Relief.....	18
5.7	Return of Materials Pertaining to Work Product.....	18
5.8	Successful Respondent License to Use.....	18
5.9	Third-Party Underlying and Derivative Works.....	18
5.10	Agreement with Third Party Providers.....	19
5.11	License to Customer.....	19
5.12	Successful Respondent Development Rights.....	19
6	DATA TERMS.....	19
6.1	Authorized Use of Customer Data.....	19
6.2	Data Location.....	20
6.3	Data Classification	20
6.4	Data Breach Notification and Response	20
7	ACCESSIBILITY STANDARDS	21
7.1	General Accessibility Requirements	21
7.2	Specific Accessibility Requirements	21
8	CONTRACT PROMOTION	22
8.1	Texas State Agencies Required to Purchase Through DIR Contracts.....	22
8.2	Endorsements.....	22
8.3	Public Disclosure	22
8.4	Internet Access to Contract and Pricing Information.....	22
8.5	Accurate and Timely Contract Information.....	23
8.6	Webpage Compliance Checks.....	23
8.7	Responsibility for Webpage Content	23
8.8	DIR and Customer Logos	23
8.9	Successful Respondent Logo	24
8.10	Trade Show Participation	24

9	PURCHASE AGREEMENTS, INVOICES, AND PAYMENTS.....	24
9.1	Purchase Agreements.....	24
9.2	Invoices.....	24
9.3	Payments	25
9.4	Tax-Exempt.....	25
9.5	Travel Expense Reimbursement.....	25
9.6	Shipping and Handling	25
10	CONTRACT ADMINISTRATION.....	26
10.1	Service, Sales, and Support of the Contract	26
10.2	Contract Managers.....	26
10.2.1	DIR Contract Manager	26
10.2.2	Successful Respondent Points of Contact	26
10.3	Required Meetings.....	27
10.3.1	Orientation Meeting	27
10.3.2	End of Contract Transition Meeting	27
10.4	Required Reports.....	27
10.4.1	Reporting Responsibility.....	27
10.4.2	Detailed Monthly Vendor Sales Report	27
10.4.3	DIR Cost Avoidance Reports.....	28
10.4.4	Historically Underutilized Business (HUB) Subcontract Reports	28
10.4.5	Accurate and Timely Submission of Reports and DIR Administrative Fees	28
10.5	Records and Audit.....	29
10.5.1	Review by State Auditor.....	29
10.5.2	Review by DIR or its Designee	29
10.5.3	Records Retention and Access.....	29
10.6	Proof of Financial Stability and Notice of Financial Events	30
11	DISPUTE RESOLUTION.....	30
11.1	No Waiver.....	30
11.2	Dispute Resolution Process.....	30
11.3	Vendor Performance Reporting Required	31
12	TERMINATION.....	31
12.1	Absolute Right to Terminate	31
12.2	Immediate Suspension.....	31
12.3	Termination for Non-Appropriation	32
12.3.1	Termination for Non-Appropriation by Customer	32
12.3.2	Termination for Non-Appropriation by DIR	32

12.4	Termination for Convenience.....	33
12.5	Termination for Cause	33
12.5.1	Termination for Cause by DIR	33
12.5.2	Termination for Cause by Successful Respondent	33
12.5.3	Termination for Cause by Customer	34
12.6	Customer Rights Under Termination of Contract.....	34
12.7	Successful Respondent Rights Under Termination of Purchase Agreement.....	34
12.8	Transition Assistance	34
13	INDEMNIFICATION AND LIABILITY.....	34
13.1	Indemnification	34
13.2	Infringements.....	35
13.3	Property Damage.....	36
13.4	Limitation of Liability.....	36
14	REQUIRED INSURANCE COVERAGE	36
14.1	General Insurance Requirements.	36
14.2	Provider and Additional Insured Requirements	37
14.3	Commercial General Liability.....	37
14.4	Workers' Compensation Insurance.....	37
14.5	Business Automobile Liability Insurance	38
15	SUCCESSFUL RESPONDENT OBLIGATIONS	38
15.1	Drug Free Workplace Policy.....	38
15.2	Ability to Conduct Business in Texas	38
15.3	Equal Opportunity Compliance.....	38
15.4	Use of Subcontractors	39
15.5	Responsibility for Actions.....	39
15.6	Taxes, Worker's Compensation, and Unemployment Insurance.....	39
15.7	Confidentiality and the Texas Public Information Act	39
15.8	No Recordings.....	39
15.9	Security of Premises, Equipment, Data and Personnel.....	39
15.10	Background and Criminal History Investigation.....	40
15.11	Overcharges	40
15.12	Use of State Property	40
15.13	Immigration	40
15.14	Product or Services Substitutions.....	41
15.15	Secure Erasure of Hard Disk Capability	41
15.16	Successful Respondent Reporting Requirements.....	41

16	REQUIRED CLAUSES AND CERTIFICATIONS.....	41
16.1	Antitrust Affirmation.....	41
16.2	Buy Texas	41
16.3	Child Support Obligation Affirmation	41
16.4	Cloud Computing Risk and Authorization Management Program (TX-RAMP).....	41
16.5	Computer Equipment Recycling Program	42
16.6	Contracting Information Responsibilities	42
16.7	COVID-19 Vaccine Passport Prohibition	42
16.8	Critical Infrastructure Affirmation.....	42
16.9	Additional Certification Regarding Foreign Ownership.....	43
16.10	Cybersecurity Training	43
16.11	Data Management and Security Controls	43
16.12	Dealings with Public Servants	43
16.13	Deceptive Trade Practices; Unfair Business Practices.....	43
16.14	Debts and Delinquencies	44
16.15	Energy Company Boycotts	44
16.16	Entities that Boycott Israel	44
16.17	E-Verify Program.....	44
16.18	Excluded Parties.....	44
16.19	Executive Head of a State Agency Affirmation	44
16.20	Financial Participation Prohibited.....	45
16.21	Firearm Entities and Trade Associations Discrimination.....	45
16.22	Foreign Terrorist Organizations	45
16.23	Former Agency Employees.....	45
16.24	Human Trafficking Prohibition.....	45
16.25	No Conflicts of Interest	45
16.26	Prior Disaster Relief Contract Violation	45
16.27	Public Information	46
16.28	Suspension and Debarment	46
16.29	Additional Certifications	46
16.30	No False Statements.....	46
16.31	Updates to Certifications.....	47
16.32	Customers May Require Additional Certifications.....	47

1 CONTRACT SCOPE

Successful Respondent shall make the products and services specified in the Contract available for purchase by Eligible Customers under the terms and conditions provided by the Contract.

2 NO QUANTITY GUARANTEES

The Contract is not exclusive to Successful Respondent. Eligible Customers may obtain products and services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products or services will be procured through the Contract.

3 DEFINITIONS

Except as otherwise expressly provided herein, all capitalized terms used in the Contract shall have the meanings given to them in this Section.

3.1 Business Day

Refers to days on which normal business operations are typically conducted, excluding weekends and national holidays specified in Texas Government Code Section 662.003. If the Contract calls for performance on a day that is not a Business Day, then performance will occur on the next Business Day. Unless otherwise stated, a Business Day begins at 12:00 a.m. and ends at 11:59 p.m., Central Time.

3.2 Compliance Check

An audit or similar review of Successful Respondent's compliance with the Contract performed by a third-party auditor, DIR staff, or their designees.

3.3 Contract

The Master Cooperative Contract between DIR and Successful Respondent, including all Appendices, Exhibits, and other attachments thereto. Notwithstanding the foregoing, unless expressly provided or the context otherwise requires, references to the Contract in conjunction with Section or Article references shall be deemed references to the body of the Contract.

3.4 Customer

An entity that purchases goods or services under the Contract.

3.5 Customer Data

Any data or information of or regarding a Customer that is provided to or obtained by Successful Respondent in connection with the negotiation and execution of the Contract or the performance of Successful Respondent's obligations under the Contract. For the avoidance of doubt, Customer Data includes information about Customers provided by DIR to Successful Respondent.

Customer Data does not include:

- (a) financial and accounting information (including costs, expenditures, billing collections, revenues, and finances) of Successful Respondent or its Third-Party Providers;
- (b) information created by Successful Respondent to measure the productivity and efficiency of its products and services or to improve the processes and procedures used by Successful Respondent in the performance of its obligations under the Contract;
- (c) human resources and personnel information of Successful Respondent or its Third-Party Providers; or
- (d) information with respect to third-party contracts or licenses of Successful Respondent, its affiliates or subcontractors and used in the performance of its obligations under the Contract.

3.6 Eligible Customer

Any entity designated by DIR or by law as eligible to purchase goods and services through DIR's cooperative contracts program, including any of the following entities identified in Texas Government Code Section 2054.0525:

- (a) a state agency;
- (b) a local government;
- (c) the legislature or a legislative agency;
- (d) the supreme court, the court of criminal appeals, or a court of appeals;
- (e) a public hospital owned or operated by this state or a political subdivision or municipal corporation of this state, including a hospital district or hospital authority;
- (f) an independent organization certified under Texas Utilities Code Section 39.151, for the ERCOT power region;
- (g) the Texas Permanent School Fund Corporation;
- (h) an assistance organization, as defined by Texas Government Code Section 2175.001;
- (i) an open-enrollment charter school, as defined by Education Code Section 5.001;
- (j) a private school, as defined by Education Code Section 5.001;
- (k) a private or independent institution of higher education, as defined by Education Code Section 61.003;
- (l) a public safety entity, as defined by 47 U.S.C. Section 1401;
- (m) a volunteer fire department, as defined by Texas Tax Code Section 152.001; and
- (n) a governmental entity of another state.

The Parties acknowledge and agree that the scope of Eligible Customers is subject to modification by the Texas Legislature, and that the then-current statutory definition for "Eligible entity" shall control for all purposes.

3.7 Designated Reseller

Refers to the company or companies designated by Successful Respondent to provide products, services, and support resources to Customers under this Contract as referenced in Section 7 of the Master Contract.

3.8 DIR

Refers to the Texas Department of Information Resources.

3.9 Effective Date

Refers to the date on which the last party signs the Contract.

3.10 Invoice

Refers to an instrument submitted by Successful Respondent to Customer for payment of goods or services.

3.11 Purchase Agreement

Refers to the binding documents or set of documents used by Customer and accepted by Successful Respondent to purchase products or services from Successful Respondent under the Contract. A Purchase Agreement may take the form of a fiscal purchase order, Statement of Work, service agreement, procurement card, purchase order, fiscal form, other authorized instrument, or a combination of such documents.

3.12 State

Refers to the State of Texas.

3.13 Statement of Work (SOW)

Refers to a document entered into between Customer and Successful Respondent that states the requirements for a Purchase Agreement, including deliverables, performance specifications, and other requirements specific to the Successful Respondent under the Purchase Agreement that are not specified in the Contract.

3.14 Successful Respondent

Refers to the party identified as either "Successful Respondent" or "Vendor" in Section 1.1 of the Contract.

3.15 Third-Party Provider

Refers to an affiliate, subcontractor, vendor, reseller, order fulfiller, manufacturer, publisher, distributor, Designated Reseller, or other person or entity designated or directed by Successful Respondent to provide products or services to a Customer in performance of, related to, or in support of a Purchase Agreement issued under the Contract.

4 GENERAL PROVISIONS

4.1 Entire Agreement

The Contract constitutes the entire agreement between DIR and Successful Respondent. No statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, which is not contained in the Contract is binding or valid.

Customers shall execute a Purchase Agreement with Successful Respondent to purchase products or services under the Contract. The Contract and the Purchase Agreement constitute the entire agreement between the Customer and Successful Respondent. No statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, which is not contained in the Contract or the Purchase Agreement is binding or valid.

4.2 Modification of Contract Terms and Amendments

(a) The terms and conditions of the Contract shall govern all transactions by Customers under the Contract.

(b) Except as provided below, the parties to the Contract may only modify or amend the Contract upon mutual written agreement signed by authorized representatives of both DIR and Successful Respondent.

(c) Notwithstanding Section 4.2(b) above, DIR reserves the right, in its sole discretion, to unilaterally, upon thirty (30) calendar days written notice to Successful Respondent without the Successful Respondent's written consent or signature, amend the Contract prior to award and throughout the term of the Contract to incorporate any modifications necessary for DIR's compliance with all applicable state and federal laws, regulations, requirements, and guidelines, or to satisfy a procedural change due to DIR system upgrades or additions.

(d) Notwithstanding Section 4.2(b) above, the parties may modify or amend Appendix B, Historically Underutilized Business Subcontracting Plan ("HSP"), by mutual agreement through written correspondence without an amendment to the Contract.

(e) Customers do not have authority to modify the terms of the Contract. However, the Master Cooperative Contract authorizes Additional Agreements that do not conflict with the Contract and that are acceptable to both Customer and Successful Respondent to be added in a Purchase Agreement and given effect. No Additional Agreement added in a Purchase Agreement can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a Purchase Agreement and the Contract, the Contract controls.

(f) Customer and Successful Respondent will negotiate and enter into written agreements regarding Statements of Work, service level agreements, remedies, acceptance criteria, information confidentiality, security requirements, limitation of liability (if any), and other terms specific to their Purchase Agreements under the Contract.

4.3 Invalid Term or Condition

(a) To the extent any term or condition of the Contract conflicts with an applicable state or

United States law or regulation, that Contract term or condition is void and unenforceable. By executing a Contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of the term or condition and DIR does not waive the applicable state or United States law or regulation which conflicts with the Contract term or condition.

(b) If a term or condition in the Contract, or the application of a term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances remains valid and in full force and effect.

4.4 Assignment

(a) DIR may assign the Contract or its rights and obligations under the Contract without prior written approval to: 1) a successor in interest (another state agency as designated by the Texas Legislature) or 2) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority.

(b) A Customer may assign a Purchase Agreement issued under the Contract or its rights and obligations under the Purchase Agreement without prior written approval to: 1) a successor in interest (another state agency as designated by the Texas Legislature) or 2) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority.

(c) Successful Respondent shall not assign or delegate the Contract or its rights or obligations under the Contract, including by operation of law or through a change in control, without prior written approval from DIR. Any attempted assignment or delegation in violation of this provision is null and void and has no effect.

(d) Successful Respondent shall not assign or delegate a Purchase Agreement or its rights or obligations under the Purchase Agreement, including by operation of law or through a change in control, without prior written approval from the Customer. Any attempted assignment or delegation in violation of this provision is null and void and has no effect.

4.5 Survival

(a) All Purchase Agreements shall survive the expiration or termination of the Contract for the term of the Purchase Agreement, unless the Customer terminates the Purchase Agreement sooner. However, regardless of the term of the Purchase Agreement, no Purchase Agreement shall survive the expiration or termination of the Contract for more than three (3) years (the "Survival Term").

(b) In all instances of expiration or termination of the Contract, Successful Respondent shall continue to report all sales and pay the DIR Administrative Fees for the duration of the Survival Term. For the avoidance of doubt, Successful Respondent shall report even in months where sales are \$0.

(c) Any provision of this Contract that contemplates performance or observance subsequent

to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect. Additionally, all provisions of this Agreement shall survive the expiration or termination of this Agreement to the fullest extent necessary to give the Parties the full benefit of the bargain expressed herein.

(d) The following provisions are among those that survive termination of the Contract or a Purchase Agreement:

- (1) Contract Section 5, and Section 10.4 of this Appendix A regarding the DIR Administrative Fee, and any and all payment obligations for which invoices were provided to Customer prior to the termination or expiration of the Contract;
- (2) Section 4.10, Warranty and Return Policies;
- (3) Section 4.12, Non-solicitation of Customer Employees;
- (4) Section 5, Intellectual Property Matters;
- (5) Section 6, Data Terms;
- (6) Section 13, Indemnification and Liability;
- (7) Section 10.4, Required Reports;
- (8) Section 10.5, Records and Audit;
- (9) Sections 12.6 and 12.7 regarding Rights Upon Termination;
- (10) Section 14, Required Insurance Coverage; and
- (11) Section 15.7, Confidentiality and the Texas Public Information Act.

4.6 Choice of Law

The Contract is governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions.

4.7 Compliance with Laws

Successful Respondent shall comply with all laws and regulations applicable to the Contract and to the goods and services purchased under the Contract through a Purchase Agreement, as these laws and regulations currently exist and may be amended throughout the term of the Contract and any applicable Purchase Agreement.

4.8 Limitation of Authority

Successful Respondent has no authority to act for or on behalf of DIR or the State except as expressly provided for in the Contract; no other authority, power or use is granted or implied. Successful Respondent may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

4.9 Independent Contractor

Successful Respondent agrees and acknowledges that during the existence of the Contract and

any resulting Purchase Agreements, it is furnishing services in the capacity of an independent contractor and that Successful Respondent and its personnel are not employees of the Customer, DIR, or the State of Texas.

4.10 Warranty and Return Policies

Customers may provide written notice to Successful Respondent of errors, inaccuracies, or other deficiencies in products or services provided by Successful Respondent under a Purchase Agreement within thirty (30) calendar days of receipt of an Invoice for the products or services. Successful Respondent shall correct the error, inaccuracy, or other deficiency at no additional cost to Customer.

In addition to the minimum warranty provided above, Successful Respondent shall adhere to Successful Respondent's then-currently published policies concerning warranties and returns. Warranty and return policies offered to Customers shall not be more restrictive or more costly than warranty and return policies for other similarly situated customers for similar products and services.

4.11 Force Majeure

DIR, Customer, or Successful Respondent may be excused from performance under the Contract or a Purchase Agreement for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, court order, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome (each such event, an "Event of Force Majeure"), on the condition that the party experiencing an Event of Force Majeure has prudently and promptly acted to take all steps that are within the party's control to ensure performance and to shorten the duration or impact of the Event of Force Majeure. The party suffering an Event of Force Majeure shall provide notice of the Event to the other parties when commercially reasonable. Subject to this Section, non-performance due to an Event of Force Majeure shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Agreement if Customer determines that Successful Respondent will not be able to deliver services in a timely manner to meet the business needs of the Customer. Upon request by DIR or Customer, Successful Respondent shall provide copies of its most recent business continuity and disaster recovery plans.

4.12 Non-Solicitation of Customer Employees

Successful Respondent shall not solicit, directly or indirectly, any DIR employee who is associated with the Contract during the Contract term or for a period of ninety (90) calendar days following the expiration or termination of the Contract. Further, Successful Respondent shall not solicit, directly or indirectly, any Customer employee who is associated with a Purchase Agreement during the Purchase Agreement term or for a period of ninety (90) calendar days following the expiration or termination of the Purchase Agreement. For the avoidance of doubt, the publication of a generally available advertisement or solicitation and the consideration and hiring of a person responding to such a solicitation is not a breach of this Section, unless the advertisement or solicitation is undertaken as a means to circumvent this Section. This provision shall not operate or

be construed to prevent or limit any employee's right to practice his or her profession or to utilize his or her skills for another employer or to restrict any employee's freedom of movement or association.

4.13 General Requirements of Lease Documents

The following general terms apply to all lease-type documents and agreements entered into in connection with the Contract or a Purchase Agreement.

- (a) All leases and lease-related documents are Additional Agreements as defined in the Contract.
- (b) Leases shall not automatically renew at the end of the term.
- (c) Any fees beyond those set forth in Appendix C, Pricing Index, must be explicitly identified in the lease documents. This includes but is not limited to early termination fees, shipping fees, return fees, and any other charge or fee related to the lease.
- (d) Remedies for breach of the lease must include all remedies available in the Contract. Successful Respondent may not disclaim damages or establish exclusive remedies in the lease documents.
- (e) Customers shall not be required to obtain consent before relocating a piece of leased equipment, but the Successful Respondent may require a reasonable form of notice of the relocation.
- (f) Customers shall not indemnify Successful Respondent.

4.14 Submission of Written Complaints

A person may submit a written complaint to DIR using the form provided on DIR's webpage at the following address: <https://dir.texas.gov/form/complaints>.

4.15 Captions

The captions contained in the Contract, Appendices, and Exhibits are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision.

5 INTELLECTUAL PROPERTY MATTERS

5.1 Intellectual Property Matters Definitions

5.1.1 Work Product

Means all deliverables produced by Successful Respondent for Customer under a Statement of Work issued pursuant to the Contract, including all tangible or intangible items or things that have been or will be prepared, created, developed, produced, invented or conceived at any time after the Effective Date in connection with, or as a result of, the services provided under the Contract, including but not limited to any:

- (a) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts,

configurations, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or websites, other written or machine readable expression of works fixed in any tangible media, and all other copyrightable works);

(b) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin;

(c) ideas, designs, concepts, personality rights, methodologies, processes, techniques, apparatuses, inventions, formulas, approaches, specifications, systems, discoveries, or improvements, including any patents, trade secrets and know-how;

(d) domain names;

(e) any copies, and similar or derivative works to any of the foregoing, all documentation and materials related to any of the foregoing;

(f) all other goods, services, or deliverables to be provided to Customer under the Contract or a Statement of Work; and

(g) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented, or conceived for the use or benefit of Customer in connection with the Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit:

(1) by any Successful Respondent personnel or Customer personnel; or

(2) any Customer personnel who then became personnel to Successful Respondent or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Successful Respondent or its personnel, any portion of which was created, invented or conceived by that person while affiliated with Customer.

5.1.2 Intellectual Property (IP) Rights

Means the worldwide legal rights or interests, including but not limited to all United States and foreign patents, copyrights, trademarks, service marks, trade secrets, moral rights, author's rights, reversionary rights, and any and all other intellectual property or similar rights, evidenced by or embodied in:

(a) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how;

(b) any work of authorship, including any copyrights, moral rights, or neighboring rights;

(c) any trademark, service mark, trade dress, trade name, or other indicia of source or origin;

(d) domain name registrations; and

(e) any other proprietary or similar rights.

The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

5.1.3 Third Party IP

Means the Intellectual Property Rights of any third party that is not a party to the Contract or a Purchase Agreement issued under the Contract, and that is not directly or indirectly providing any goods or services to Customer under the Contract or a Purchase Agreement issued under the Contract.

5.1.4 Successful Respondent IP

Shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Successful Respondent:

- (a) prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information, or funding from or on behalf of Customer relating to the services or Work Product; or
- (b) after the Effective Date if tangible or intangible items or things were independently developed by Successful Respondent outside Successful Respondent's provision of services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Successful Respondent or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Successful Respondent or its personnel, any portion of which was created, invented or conceived by the person while affiliated with Customer.

5.2 Ownership

As between Successful Respondent and Customer, the Work Product and any associated Intellectual Property Rights are and shall be owned exclusively by Customer, and not Successful Respondent. Successful Respondent specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Successful Respondent agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title, and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Successful Respondent acknowledges that Successful Respondent and Customer do not intend Successful Respondent to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and upon reasonable prior notice to Successful Respondent, to all Successful Respondent materials, premises, and computer files containing the Work Product. Successful Respondent and Customer, as appropriate, will cooperate with one another and execute other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work

Product by Successful Respondent. Successful Respondent will not make or retain any copies of the Work Product or any documentation or other products and results of the services without the prior written consent of Customer.

5.3 Further Actions

Successful Respondent, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of further documents in a form determined by Customer. In the event Customer shall be unable to obtain Successful Respondent's signature due to the dissolution of Successful Respondent or Successful Respondent's unreasonable failure to respond to Customer's repeated requests for signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Successful Respondent irrevocably designates and appoints Customer and its duly authorized officers and agents as Successful Respondent's agent and Successful Respondent's attorney-in-fact to act for and in Successful Respondent's behalf and stead to execute and file any document and to do all other lawfully permitted acts to further any purpose with the same effect as if executed and delivered by Successful Respondent, provided however that no grant of right to Customer is applicable if Successful Respondent fails to execute any document due to a good faith dispute by Successful Respondent with respect to the document. It is understood that this power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute applications and to take all other action concerning the Work Product, and Successful Respondent shall cooperate in the preparation and prosecution of all applications and in any legal actions and proceedings concerning the Work Product.

5.4 Waiver of Moral Rights

Successful Respondent irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Successful Respondent may now have or which may accrue to Successful Respondent's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Successful Respondent acknowledges the receipt of equitable compensation for its assignment and waiver of Moral Rights. The term "Moral Rights" refers to any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not the right is denominated or referred to as a moral right.

5.5 Confidentiality

All documents, information and materials forwarded to Successful Respondent by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Successful Respondent under Section 5.8 Successful Respondent License to Use. Hereunder, Successful Respondent shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in

any manner without the prior written approval of Customer.

5.6 Injunctive Relief

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of those rights would cause substantial and irreparable harm to Customer's business. Therefore, Successful Respondent acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of the Contract, upon a request by Customer, without requiring proof of irreparable injury as injury should be presumed.

5.7 Return of Materials Pertaining to Work Product

Upon the request of Customer, but in any event upon expiration or termination of the Contract, or a Statement of Work, Successful Respondent shall surrender to Customer (1) all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data; and (2) all other documents or materials (generated or developed by Successful Respondent or furnished by Customer to Successful Respondent, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in that Work Product, regardless of whether complete or incomplete. This Section is intended to apply to all Work Product as well as to all documents and things furnished to Successful Respondent by Customer or by anyone else that pertain to the Work Product, including originals and copies.

5.8 Successful Respondent License to Use

Customer grants to Successful Respondent a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the services to Customer. Except as provided in this Section, neither Successful Respondent nor any Third-Party Provider shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

5.9 Third-Party Underlying and Derivative Works

(a) To the extent that any Successful Respondent IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the services, Successful Respondent grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to

(1) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon Successful Respondent IP or Third-Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and

(2) authorize others to do any or all of the foregoing. Successful Respondent agrees to notify Customer on delivery of the Work Product or services if the materials include any

Third-Party IP.

- (b) On request, Successful Respondent shall provide Customer with documentation indicating a third party's written approval for Successful Respondent to use any Third-Party IP that may be embodied or reflected in the Work Product.

5.10 Agreement with Third Party Providers

Successful Respondent agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any Third Party Providers, prior to their providing services or Work Product pursuant to the Contract, and that Successful Respondent shall maintain the written agreements at all times during performance of the Contract, which are sufficient to support all performance and grants of rights by Successful Respondent. Successful Respondent will promptly give copies of the agreements to the Customer upon request.

5.11 License to Customer

Successful Respondent grants to Customer, at no additional charge, a worldwide, non-exclusive, perpetual, irrevocable, royalty free right and license, solely for the Customer's internal business purposes, to use, reproduce, modify, display, perform (by any means), transmit, distribute, store, prepare derivative works of, and otherwise exploit any Successful Respondent IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Successful Respondent IP remain in Successful Respondent.

5.12 Successful Respondent Development Rights

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in the Contract shall preclude Successful Respondent from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided hereunder, on the condition that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by the competitive materials. To the extent that Successful Respondent wishes to use the Work Product or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Successful Respondent and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for the desired use.

6 DATA TERMS

6.1 Authorized Use of Customer Data

Successful Respondent and its Third-Party Providers shall not use Customer Data for any purpose other than the fulfillment of this Contract. Successful Respondent shall not use Customer Data in any manner for purposes of training artificial intelligence technologies unless Successful Respondent obtains Customer's prior written consent. Successful Respondent shall not sell, assign, lease, or encumber Customer Data.

6.2 Data Location

Regardless of any other provision of the Contract or its incorporated or referenced documents, all Customer Data for Customers located in the State of Texas must remain and be located, handled, stored, processed, accessed, viewed, transmitted, and received, always and exclusively within the United States, unless the Customer provides specific written authorization for Customer Data to be located elsewhere. All Customers located outside the State of Texas may allow data location and handling outside of the United States at the Customer's discretion. **NOTE: CUSTOMERS SHOULD CONSIDER WHETHER THEY REQUIRE U.S.-ONLY DATA LOCATION AND HANDLING AND MAKE SUCCESSFUL RESPONDENT AWARE OF THEIR REQUIREMENTS.**

6.3 Data Classification

Upon request of a Customer that is a Texas state agency, Successful Respondent shall coordinate with Customer to implement a data classification scheme, as required under Texas Government Code Section 2054.161, for any data used in or produced from the products and services.

6.4 Data Breach Notification and Response

In the event that Successful Respondent discovers, is notified of, or knows of any actual, suspected, or threatened data breach that compromises or could reasonably be expected to compromise Customer Data through unauthorized use, disclosure, or acquisition, Successful Respondent shall promptly, but no later than eight (8) hours after such discovery, provide notice of such breach to the affected Customer and, if the affected Customer is located in Texas, to DIR. After such notification, Successful Respondent shall:

- (a) investigate to determine the nature, cause, and extent of the breach;
- (b) take any action necessary to contain the incident and remediate, as soon as practicable and to the extent practicable, any harmful effect of the breach known to Successful Respondent;
- (c) provide Customer and DIR with regular updates on the status of the breach; and
- (d) cooperate with Customer in providing any required notices regarding the breach.

7 ACCESSIBILITY STANDARDS

7.1 General Accessibility Requirements

- (a) Under Texas Government Code Chapter 2054, Subchapter M, and DIR implementing rules, DIR and certain Customers must procure electronic and information resources that comply with the accessibility standards defined in Texas Administrative Code Title 1 Chapter 206 and Chapter 213, and in the Worldwide Web Consortium WCAG 2.1 AA technical standard as applicable when products or services are available in the commercial marketplace or when products are developed in response to procurement solicitations. All associated documentation must also be in an accessible format. Examples of accessible format include: properly formatted PDFs created by exporting documents instead of creating a jpeg file; alt text for images; keyboard-only navigation; color contrast; compatible with zoom magnification; graphics include labels and do not rely solely on color.
- (b) The Parties acknowledge and agree that accessibility requirements are subject to modification by relevant legislative bodies, and that the then-current accessibility requirements shall control for all purposes.
- (c) Successful Respondent shall work with Customer to ensure that the products and services provided pursuant to the Contract and any associated Purchase Agreement comply with the Customer's accessibility requirements.

7.2 Specific Accessibility Requirements

- (a) Successful Respondent shall cooperate with Customers, including by providing the information and documents identified below, to ensure that Customers are able to comply with all applicable accessibility laws and standards in purchasing products and services under this Contract.
- (b) Upon Customer request, Successful Respondent must provide accurate Accessibility Conformance Reports (ACRs) created using the applicable sections of the Voluntary Product Accessibility Template® (VPAT®) WCAG Edition (Version 2.4 or higher) or URL links to specific ACRs located on manufacturer webpages (where available) for Commercial Off the Shelf (COTS) products, including Software as a Service (SaaS), for each product, product family, or service (as applicable) requested by such Customer. Instructions on how to complete this document are included in the template itself. Successful Respondent may provide ACRs based on earlier versions of the VPAT® template if completed ACRs already exist, and there have been no changes to the product or service since the time of the original document completion. If Successful Respondent claims that a proposed product, family of products, or service is exempt from accessibility requirements, it must specify the exempt product or family of products and the basis for the exemption in "Notes" located in the product information section of the VPAT 2.4 or higher.
- (c) Upon Customer request, Successful Respondent must provide a completed, current, and accurate Vendor Accessibility Development Services Information Request (VADSIR) form for non-COTS offerings (such as IT related development services and services that include user accessed, online components) which documents Successful Respondent's capability

or ability to produce accessible electronic and information resources.

- (d) For non-COTS offerings, Successful Respondent must ensure that the accessibility standards defined in Texas Administrative Code Title 1 Chapter 206 and Chapter 213, and other applicable standards, are integrated into key phases of the project development lifecycle including but not limited to planning, design, development, quality assurance testing, functional testing, user acceptance testing, maintenance; and report accessibility status at key project checkpoints as defined by Customers.
- (e) Upon Customer request, Successful Respondent must provide a completed, current, accurate, Policy Driven Adoption for Accessibility (PDAA) Vendor Self-Assessment.
- (f) Upon Customer request, Successful Respondent must provide additional documentation that supports the information contained in the aforementioned completed forms. Examples may include but are not limited to executed accessibility test plans and results, corrective actions plans, description of accessibility test tools, platforms, methods, and prior work.

8 CONTRACT PROMOTION

8.1 Texas State Agencies Required to Purchase Through DIR Contracts

Texas Government Code Section 2157.068 requires Texas state agencies to buy commodity items using contracts developed by DIR unless the agency obtains an exemption from DIR.

Successful Respondent shall direct all Texas state agencies to coordinate all sales through existing DIR contracts unless Customer demonstrates that it has obtained a written exemption from DIR. Institutions of higher education are exempt from this Section.

8.2 Endorsements

DIR does not endorse vendors, products, or services. The existence of this Contract does not indicate in any way that DIR endorses, approves, or otherwise recommends Successful Respondent or its offerings.

8.3 Public Disclosure

Successful Respondent shall not make public disclosures or news releases about the Contract without prior written approval of DIR.

8.4 Internet Access to Contract and Pricing Information

No later than thirty (30) calendar days after the Effective Date, Successful Respondent shall establish and maintain a webpage specific to the services awarded under the Contract that is clearly distinguishable from other, non-DIR Contract offerings on Successful Respondent's webpage. Successful Respondent must use a web hosting service that provides a dedicated internet protocol address. Successful Respondent must ensure their webpage is secured using modern encryption standards, including maintaining a valid and up-to-date security certificate, requiring all users to access the site via Hypertext Transfer Protocol Security (HTTPS), and configuring the hosting environment to enforce secure protocols.

Successful Respondent shall provide DIR with timely written notice of any change in URL or other information needed to access the site or maintain the link.

The Contract constitutes a public document under Texas law and Successful Respondent shall not restrict access to Contract terms and conditions, including pricing, by any means including but not limited to use of restrictive technology or passwords. DIR may terminate the Contract without penalty if Successful Respondent does not meet the webpage requirements.

The webpage must include:

- (a) a detailed list of products or services awarded;
- (b) the current MSRP or list price and the applicable discount percentage for all products or services awarded, or a mechanism to obtain pricing, as applicable;
- (c) Successful Respondent contact information, including name, telephone number and email address;
- (d) instructions for obtaining quotes and entering into Purchase Agreements;
- (e) the Contract number with a hyperlink to the Contract's DIR webpage;
- (f) the DIR logo in accordance with the requirements of Section 8.8; and
- (g) any additional information that the Master Cooperative Contract identifies as required to be included on the webpage.

8.5 Accurate and Timely Contract Information

Successful Respondent agrees to accurately and completely post, maintain, and display the webpage information above in an objective and timely manner. Successful Respondent shall, at its own expense, correct any non-conforming or inaccurate information posted at Successful Respondent's webpage within ten (10) Business Days after written notification by DIR.

8.6 Webpage Compliance Checks

DIR may conduct periodic Compliance Checks of the information posted for the Contract on Successful Respondent's webpage. Upon request by DIR, Successful Respondent shall provide verifiable documentation that pricing listed on this webpage is compliant with the pricing as stated in the Contract.

8.7 Responsibility for Webpage Content

Successful Respondent is solely responsible for administration, content, intellectual property rights, and all materials on Successful Respondent's webpage. DIR may require a change of Contract-related content if, in the opinion of DIR, it does not adequately represent the Contract.

8.8 DIR and Customer Logos

Successful Respondent may use a Customer's logo only upon prior written approval from that Customer.

Successful Respondent may use the DIR logo in the promotion of the Contract to Customers with

the following stipulations:

- (a) the logo may not be modified in any way;
- (b) the size of the DIR logo must be equal to or smaller than Successful Respondent's logo;
and
- (c) the DIR logo is only used to communicate the availability of services under the Contract to Customers.

Any other use of the DIR logo requires prior written permission from DIR.

8.9 Successful Respondent Logo

If DIR receives Successful Respondent's prior written approval, DIR may use Successful Respondent's name and logo in the promotion of the Contract to communicate the availability of services under the Contract to Customers. DIR may use the logo on the DIR webpage or on printed materials. Any use of Successful Respondent's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract gives DIR any right, title, or interest in or to Successful Respondent's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Successful Respondent.

8.10 Trade Show Participation

DIR may require Successful Respondent to participate in no more than two (2) DIR-sponsored trade shows each calendar year. Successful Respondent understands and agrees that participation is at Successful Respondent's expense and includes providing a staffed booth display or similar presence. DIR will provide a minimum of four (4) months advance notice of any required participation. Successful Respondent must display the DIR logo at all DIR-sponsored trade shows. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on Successful Respondent's booth.

9 PURCHASE AGREEMENTS, INVOICES, AND PAYMENTS

9.1 Purchase Agreements

Customers must place Purchase Agreements directly with Successful Respondent. Purchase Agreements become effective and binding upon Successful Respondent when accepted by Successful Respondent.

9.2 Invoices

- (a) Successful Respondent shall submit Invoices directly to Customer. Customer shall make all payments for services purchased under the Contract and provide any acceptance of those services to Successful Respondent.
- (b) Invoices must be timely and accurate. Each Invoice must match Customer's Purchase Agreement and include any written changes that may apply, as it relates to services, prices, and quantities. Invoices must include the Customer's Purchase Agreement number or other

pertinent information for verification of receipt of the products and services by the Customer.

(c) Successful Respondent shall not list the DIR Administrative Fee as a separate line item when it provides pricing or Invoices to Customer.

9.3 Payments

Successful Respondent and Customers shall comply with Texas Government Code Chapter 2251, commonly known as the Texas Prompt Payment Act, as applicable. For Customers that are not subject to Texas Government Code Chapter 2251, Customer and Successful Respondent must agree to acceptable payment terms in the Purchase Agreement. Payment under the Contract does not foreclose the right to recover wrongful payments at a later time.

9.4 Tax-Exempt

Government entity Customers are typically exempt from the assessment of State sales, use and excise taxes under Texas Tax Code Section 151.309 and from Federal Excise Tax under 26 United States Code Sections 4253(i) and (j). All Customers shall provide evidence of tax-exempt status to Successful Respondent upon request.

9.5 Travel Expense Reimbursement

Pricing for services provided under the Contract exclude any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may be separately available, and includes personal vehicle mileage or commercial coach transportation, hotel accommodations, parking, and meals. Reimbursement amounts must not exceed the amounts authorized for state employees as adopted by each Customer; and all reimbursement rates must not exceed the maximum rates established for state employees under the current State Travel Management Program (<https://comptroller.texas.gov/purchasing/programs/travel-management/>). Successful Respondent must not include travel time as part of the amounts payable by Customer for any services rendered under the Contract. Successful Respondent must obtain Customer's written pre-approval for any anticipated travel expenses. Customer may reject payment for travel expenses which are not pre-approved in writing. The DIR Administrative Fee does not apply to travel expense reimbursement.

9.6 Shipping and Handling

Prices to Customers shall include all shipping and handling fees. Shipments will be Free on Board Customer's destination. Successful Respondent may not charge additional fees for standard shipping and handling. If a Customer requests expedited or special delivery, Customer must pay for any additional charges for expedited or special delivery.

10 CONTRACT ADMINISTRATION

10.1 Service, Sales, and Support of the Contract

Successful Respondent shall provide service, sales, and support resources to serve all Customers. Successful Respondent shall sell, market, and promote products and services available under the Contract. Successful Respondent shall use best efforts to ensure that Eligible Customers are made aware of the existence of the Contract.

10.2 Contract Managers

DIR and Successful Respondent shall each designate a contract manager ("Contract Manager") to support the Contract (respectively, the "DIR Contract Manager" and "Successful Respondent Contract Manager"). DIR will post information regarding each Contract Manager on its webpage for the Contract. DIR may require a change in Successful Respondent Contract Manager if Successful Respondent Contract Manager is not, in the sole opinion of DIR, adequately serving the needs of the State.

10.2.1 DIR Contract Manager

Upon execution of the Contract, DIR shall provide Successful Respondent with written notification of the DIR Contract Manager's name and contact information.

The DIR Contract Manager's duties include but are not limited to:

- (a) managing the Contract and monitoring compliance;
- (b) advising DIR of Successful Respondent's performance under the Contract; and
- (c) periodic verification of pricing and monthly reports submitted by Successful Respondent.

10.2.2 Successful Respondent Points of Contact

(a) Upon execution of the Contract, Successful Respondent shall provide DIR with written notification of

- (1) Successful Respondent Contract Manager's name and contact information;
- (2) Successful Respondent sales representative name and contact information;
- (3) Successful Respondent Accounts Payable contact name and contact information; and
- (4) name and contact information of Successful Respondent personnel responsible for submitting reports and payment of DIR Administrative Fees.

(b) Successful Respondent Contract Manager's duties shall include but are not limited to:

- (1) marketing and management of the Contract;
- (2) facilitating dispute resolution between Successful Respondent and Customers; and
- (3) advising DIR of Successful Respondent's performance under the Contract.

10.3 Required Meetings

DIR may require Successful Respondent and any Third-Party Providers to participate in meetings throughout the life of the Contract. In addition to the meetings specifically identified below, DIR, in its sole discretion, may require participation in additional meetings, including meetings to review Successful Respondent's performance under the Contract. Meetings will be held virtually or in person at a location selected by DIR in Austin, Texas, and at a date and time mutually acceptable to DIR and Successful Respondent. DIR shall bear no cost for the time and travel of Successful Respondent for attendance at any meeting.

10.3.1 Orientation Meeting

No later than thirty (30) calendar days after execution of the Contract, Successful Respondent shall attend an orientation meeting to discuss the content and procedures of the Contract to include administrative requirements for reporting and administrative fee payments.

10.3.2 End of Contract Transition Meeting

In its sole discretion, DIR may require participation in meetings related to the termination or expiration of the Contract.

10.4 Required Reports

10.4.1 Reporting Responsibility

Successful Respondent shall file any necessary reports. DIR may verify required reports and take any actions necessary to enforce its rights under the Contract. If DIR requests any additional documentation needed to verify the reports, Successful Respondent shall provide all required documentation at no cost.

10.4.2 Detailed Monthly Vendor Sales Report

(a) Using the Vendor Sales Report (VSR) portal, Successful Respondent shall submit a monthly sales report detailing sales activity under the Contract for the previous month period. This includes months in which there are no sales. Monthly sales reports may be submitted between the first (1st) and the fifteenth (15th) of each month and are due no later than the fifteenth (15th) calendar day of the month following the month of the sale. If the 15th calendar day falls on a weekend or state or federal holiday, the report is due on the next Business Day. For example, Successful Respondent must submit its monthly sales report for January between February 1st and February 15th.

(b) The sales report shall include, at a minimum, the following information per transaction: the detailed sales for the period, Customer name, Invoice date, Invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Agreement number, contact name, Customer's complete billing address, the estimated DIR Administrative Fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), and other information as required by DIR. Each sales report must contain all information listed above per transaction or the report will be rejected and returned to Successful Respondent for correction.

(c) Successful Respondent shall reference the Contract number, reporting period, and DIR Administrative Fee amount on any remittance instruments.

10.4.3 DIR Cost Avoidance Reports

As part of the performance measures reported to State leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Successful Respondent shall provide DIR with a detailed report of a representative sample of products or services sold under the Contract. The report shall contain: product or service description, MSRP or list price, and price to Customer under the Contract. If Successful Respondent holds a current contract with a Consortium for the same types of offerings awarded on the DIR contract, Successful Respondent may be requested to provide the customer pricing on the awarded Consortium contract.

10.4.4 Historically Underutilized Business (HUB) Subcontract Reports

Successful Respondent shall electronically provide each Customer with its HUB Subcontracting Report as required by Texas Government Code Chapter 2161. DIR shall be copied on all reports submitted to Customer.

10.4.5 Accurate and Timely Submission of Reports and DIR Administrative Fees

(a) Successful Respondent shall submit sales reports and DIR Administrative Fee payments accurately and timely in accordance with the due dates specified in this Section. Successful Respondent shall correct any inaccurate reports or DIR Administrative Fee payments within three (3) Business Days of written notification by DIR. Successful Respondent shall deliver any late sales reports or late DIR Administrative Fee payments within three (3) Business Days upon written notification by DIR. If Successful Respondent is unable to correct inaccurate sales reports or DIR Administrative Fee payments or deliver late sales reports and DIR Administrative Fee payments within three (3) Business Days, Successful Respondent shall contact DIR and provide a corrective plan of action, including the timeline for completion. The corrective plan of action is subject to DIR approval.

(b) If Successful Respondent fails to correct inaccurate sales reports or cure the delay in timely and accurate delivery of sales reports and payments within the corrective plan of action timeline, DIR may, at DIR's expense, require an independent third-party audit of Successful Respondent's records as specified in Section 10.5, Records and Audit. DIR will select the auditor (and all payments to auditor will require DIR approval). If DIR finds that Successful Respondent is responsible for inaccurate reports, DIR may invoice Successful Respondent for the reasonable costs of the audit, which Successful Respondent must pay within thirty (30) calendar days of receipt.

(c) Failure to timely submit three (3) reports or DIR Administrative Fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of late fees of \$100/day, up to \$1000/month, for each Business Day the report or payment is due, or suspension or termination of Successful Respondent's Contract.

(d) For Customers whose payments are processed by the Comptroller of Public Accounts, the volume of payments made to Successful Respondent through the Comptroller and the

administrative fee based thereon are presumed correct unless Successful Respondent can demonstrate to DIR's satisfaction that Successful Respondent's calculation of DIR's administrative fee is correct.

10.5 Records and Audit

10.5.1 Review by State Auditor

The State Auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds under the Contract by Successful Respondent acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Successful Respondent further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Successful Respondent shall ensure all subcontractors are aware of this clause and that a requirement to cooperate is included in any subcontract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, an entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

10.5.2 Review by DIR or its Designee

Successful Respondent agrees that DIR, a DIR designee, or third-party auditor may conduct an audit, Compliance Check, or other similar investigation of Successful Respondent's compliance with the Contract.

10.5.3 Records Retention and Access

(a) Successful Respondent shall maintain adequate records to establish compliance with the Contract until the later of a period of seven (7) years after termination of the Contract or until full, final, and unappealable resolution of all Compliance Check, audit, or litigation issues that arise under the Contract, whichever is later. The records shall include per transaction: Customer name, Invoice date, Invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Agreement number, contact name, Customer's complete billing address, the calculations supporting each DIR Administrative Fee owed under the Contract, HUB Subcontracting Reports, and other documentation as may be requested.

(b) Successful Respondent shall grant access to all paper and electronic records, books, documents, accounting procedures, practices, customer records including but not limited to contracts, agreements, Purchase Agreements, and any other items relevant to the performance of the Contract to DIR, the State Auditor's Office, and other persons or entities designated by DIR for the purposes of inspecting, auditing, conducting a Compliance Check, or copying the records.

(c) Successful Respondent shall provide copies and printouts requested by DIR without charge. DIR shall use best efforts to provide Successful Respondent ten (10) Business Days' notice prior to inspecting, conducting a Compliance Check, or copying Successful Respondent's records. Successful Respondent's records, whether paper or electronic, shall be

made available during regular office hours. Successful Respondent personnel familiar with Successful Respondent's records shall be available to DIR staff and designees as needed. Successful Respondent shall provide adequate office space to DIR staff and designees during the performance of the inspection, audit, or Compliance Check. If DIR finds that Successful Respondent is responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Successful Respondent must pay within thirty (30) calendar days of receipt.

10.6 Proof of Financial Stability and Notice of Financial Events

Either DIR or Customer may require Successful Respondent to provide proof of financial stability prior to or at any time during the Contract term. In the event that Successful Respondent becomes insolvent or is the subject of any bankruptcy or receivership proceeding prior to or during the Contract term or a Purchase Agreement term, Successful Respondent shall provide written notice to DIR and to Customer within five (5) Business Days of the insolvency or initiation of the bankruptcy or receivership proceedings.

11 DISPUTE RESOLUTION

11.1 No Waiver

A party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right to demand strict compliance with that or any other provision.

Nothing in this Contract or in any Purchase Agreement constitutes a waiver of any defense or immunity whatsoever.

11.2 Dispute Resolution Process

(a) Disputes arising under the Contract or a Purchase Agreement shall be resolved in accordance with Texas Government Code Chapter 2260. The contested case process provided in Texas Government Code Chapter 2260 is the Successful Respondent's sole and exclusive process for seeking a remedy for an alleged breach of Contract or Purchase Agreement.

(b) Except as provided in Texas Government Code Section 2251.051, Successful Respondent shall continue performance while the dispute is being resolved unless the Customer has terminated the Purchase Agreement.

(c) For Customers not subject to Texas Government Code Chapter 2260, disputes arising between a Customer and Successful Respondent shall be resolved in accordance with the dispute resolution process of the Customer.

(d) DIR shall not be a party to any dispute between Customers and Successful Respondent unless DIR, in its sole discretion, decides to intervene.

(e) In any dispute with a unit of State government as defined in Texas Government Code Section 2260.001, the exclusive venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise states its applicability to the contracting Customer. If litigation does not involve any unit of State government, then venue

is fixed in the state or federal courts of the Texas county where the Customer is primarily situated, unless the specific venue is otherwise identified in a statute which directly names or otherwise states its applicability to the contracting Customer.

11.3 Vendor Performance Reporting Required

Texas state agencies are required by rule (34 Texas Administrative Code Section 20.108(b)) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over \$25,000.00.

12 TERMINATION

12.1 Absolute Right to Terminate

DIR shall have the absolute right to immediately terminate the Contract without recourse in the following circumstances:

- (1) Successful Respondent becomes listed on the prohibited vendors list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control;
- (2) Successful Respondent becomes suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration;
- (3) Successful Respondent becomes suspended or debarred from doing business with the State of Texas;
- (4) Successful Respondent is or becomes statutorily ineligible to receive state contracts;
- (5) DIR receives notice of potential criminal violations by Successful Respondent, whether or not the potential violations directly impact the provision of goods or services under the Contract; or
- (6) DIR receives notice of any actual, suspected, or threatened data breach as described in Section 6.4.

DIR shall provide Successful Respondent with written notice of termination. DIR will use reasonable efforts to provide notice (to the extent allowed by law) to Successful Respondent within five (5) Business Days after the termination.

12.2 Immediate Suspension

- (a) DIR may, in its sole discretion, elect to suspend Successful Respondent for any of the following:
 - (1) Any of the same reasons as the absolute right to terminate set forth above;
 - (2) Successful Respondent fails to pay the DIR Administrative Fee or timely file

required reports; or

(3) DIR in its sole discretion determines that suspension is in the best interests of the State.

(b) While suspended, Successful Respondent shall not make any new sales under the Contract until it receives further written notice from DIR. Successful Respondent may be ineligible to receive further business or payment but may be responsible for winding down or transition expenses incurred by Customer.

(c) DIR will use reasonable efforts to provide notice (to the extent allowed by law) to Successful Respondent within five (5) Business Days after the suspension .

(d) Successful Respondent may provide a written response and request an opportunity to present its position. DIR will review Successful Respondent's response but is under no obligation to provide formal response.

(e) The suspension ends when DIR either provides written notice that the suspension is lifted or provides notice of the termination of the Contract in accordance with this Section 12.

12.3 Termination for Non-Appropriation

12.3.1 Termination for Non-Appropriation by Customer

Customers may terminate a Purchase Agreement if funds sufficient to pay its obligations under the Contract are not appropriated:

- (a) by the governing body on behalf of local governments;
- (b) by the Texas legislature on behalf of state agencies; or
- (c) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Texas Government Code Chapter 317.

In the event of termination, Customer will not be in default or breach under a Purchase Agreement or the Contract, nor shall it be liable for any further payments ordinarily due under the Contract, for any damages, or for any other amounts caused by or associated with termination.

12.3.2 Termination for Non-Appropriation by DIR

DIR may terminate the Contract if funds sufficient to pay its obligations under the Contract are not appropriated by:

- (a) Texas legislature; or
- (b) budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Texas Government Code Chapter 317.

In the event of termination, DIR will not be in default or breach under the Contract, nor shall it be liable for any further payments ordinarily due under the Contract, for any damages or for any other amounts caused by or associated with termination.

12.4 Termination for Convenience

DIR may terminate the Contract, in whole or in part, by giving Successful Respondent thirty (30) calendar days' written notice. A Customer may terminate a Purchase Agreement by giving Successful Respondent thirty (30) calendar days' written notice.

12.5 Termination for Cause

12.5.1 Termination for Cause by DIR

DIR may, upon written notice to Successful Respondent, terminate the Contract in whole or in part as of the termination date specified in the notice if Successful Respondent:

- (a) Commits a material breach of this Contract which is not cured within thirty (30) calendar days after notice of breach from DIR, or such other applicable timeframe for cure expressly provided herein; or
- (b) Commits a material breach of this Contract which is not capable of being cured within the period specified in the notice.

12.5.2 Termination for Cause by Successful Respondent

(a) Successful Respondent may terminate the Contract in whole as of the termination date specified in its notice if Successful Respondent issues a written notice of default to DIR upon the occurrence of a material breach of any covenant, certification, representation, warranty, or provision of the Contract, upon the following preconditions:

- (1) First, the Successful Respondent must comply with the requirements of Texas Government Code Chapter 2260 in an attempt to resolve a dispute;
- (2) Second, if the dispute remains unresolved after complying with Texas Government Code Chapter 2260's dispute resolution provisions, then Successful respondent shall give DIR thirty (30) calendar days from receipt of notice to cure said default. If DIR fails to cure the default within the timeframe allowed, the Successful Respondent may, at its option and in addition to any other remedies it may have available, terminate the Contract.

(b) Successful Respondent may terminate a Purchase Agreement in whole or in part as of the termination date specified in its notice if Successful Respondent issues a written notice of default to Customer upon the occurrence of a material breach of any covenant, certification, representation, warranty, or provision of the Contract or Purchase Agreement, subject to the following preconditions:

- (1) First, the Successful Respondent must follow the dispute resolution process described in Section 11.2 above;
- (2) Second, if the dispute remains unresolved, the Successful Respondent shall give Customer thirty (30) calendar days from receipt of notice to cure said default. If Customer fails to cure said default within the timeframe allowed, the Successful Respondent may, at its option and in addition to any other remedies it may have available, terminate a Purchase Agreement.

12.5.3 Termination for Cause by Customer

(a) Customers are not parties to the Contract and therefore have no power to terminate the Contract.

(b) Customer may, upon written notice to Successful Respondent, terminate a Purchase Agreement in whole or in part as of the termination date specified in the notice if Successful Respondent:

(1) Commits a material breach of a Purchase Agreement which is not cured within thirty (30) calendar days after notice of breach from Customer, or such other applicable timeframe for cure expressly provided in the notice or in the Purchase Agreement; or

(2) Commits a material breach of a Purchase Agreement which is not capable of being cured within the period specified in the notice or in the Purchase Agreement.

(c) Customer may immediately suspend or terminate a Purchase Agreement without advance notice in the event Successful Respondent fails to comply with confidentiality, privacy, security requirements, environmental, or safety laws or regulations, if that non-compliance relates or may relate to Successful Respondent's provision of goods or services to the Customer.

12.6 Customer Rights Under Termination of Contract

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and any Purchase Agreement issued prior to the termination or expiration of the Contract. A Purchase Agreement and certain rights and obligations survive the expiration or termination of the Contract in accordance with Section 4.5.

12.7 Successful Respondent Rights Under Termination of Purchase Agreement

In the event a Purchase Agreement expires or is terminated, a Customer shall pay all amounts due for products or services ordered prior to the effective expiration or termination date and ultimately accepted by Customer. Certain rights and obligations survive the expiration or termination of the Contract in accordance with Section 4.5.

12.8 Transition Assistance

Upon request by Customer prior to expiration or termination of a Purchase Agreement, Successful Respondent shall provide reasonable and necessary assistance to accomplish a complete transition of the products or services from Successful Respondent to Customer or any replacement provider designated by Customer without any interruption of or adverse impact on the products or services. Successful Respondent shall perform services related to the transition at no additional cost beyond what would be paid under a Purchase Agreement. Customer and Successful Respondent may identify specific transition services needed in a Purchase Agreement.

13 INDEMNIFICATION AND LIABILITY

13.1 Indemnification

(a) SUCCESSFUL RESPONDENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS DIR, THE

STATE OF TEXAS, AND CUSTOMERS, AND THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUCCESSORS, ASSIGNEES, AND DESIGNEES FROM ANY AND ALL THIRD PARTY LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, RESULTING FROM, OR RELATED TO:

- (1) any acts or omissions of Successful Respondent, its employees, or Third Party Providers in or in connection with the execution or performance of the Contract and any Purchase Agreements issued under the Contract;
- (2) any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights (an "Infringement") in or in connection with the execution or performance of the Contract and any Purchase Agreements issued under the Contract;
- (3) any breach, disclosure, ransomware attack, or exposure of data or information of or regarding DIR or any Customer that is provided to or obtained by Successful Respondent in connection with the Contract, including DIR data, Customer Data, confidential information of DIR or Customer, any personal identifying information, or any other protected or regulated data by Successful Respondent, its employees, representatives, agents, or Third-Party Providers in or in connection with the execution or performance of the Contract and any Purchase Agreements issued under the Contract; and
- (4) tax liability, unemployment insurance, workers' compensation, or expectations of benefits by Successful Respondent, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any Purchase Agreements issued under the Contract.

(b) Successful Respondent shall coordinate the defense with the Office of the Attorney General when Texas state agencies are named defendants in any lawsuit. Successful Respondent may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General. For non-Texas state agency Customers, Customer's legal counsel shall coordinate the defense with Successful Respondent. Successful Respondent and the Customer shall furnish timely written notice to each other and to DIR of any claim.

(c) This section is not intended to and shall not be construed to require Successful Respondent to indemnify or hold harmless DIR or Customers for any claims or liabilities resulting from the negligent acts or omissions of DIR or Customer or their employees.

13.2 Infringements

If Successful Respondent becomes aware of an actual or potential claim of an Infringement, or Customer provides Successful Respondent with notice of an actual or potential claim of an Infringement, Successful Respondent shall pay all costs as defense, including attorneys' fees, and may (or in the case of an injunction against Customer, shall), at Successful Respondent's sole expense:

- (a) procure for Customer the right to continue to use the affected portion of the product or

service, or

- (b) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

13.3 Property Damage

In the event of loss, damage, or destruction of any tangible or real property of Customer or the State due to the negligence, misconduct, wrongful act or omission on the part of Successful Respondent, its employees, agents, representatives, or third-party providers, Successful Respondent shall pay the full cost of either repair, reconstruction, or replacement of the property, at the Customer's sole election. Customer shall determine the cost, which Successful Respondent shall pay within ninety (90) calendar days after the date Successful Respondent receives Customer's written notice of the cost.

13.4 Limitation of Liability

- (a) For any claim or cause of action arising under or related to the Contract, to the extent permitted by the Constitution and the laws of the State, none of the parties are liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of those damages.
- (b) Successful Respondent and a Customer may include in a Purchase Agreement a term limiting Successful Respondent's liability for damages in any claim or cause of action arising under or related to the Purchase Agreement; on the condition that any such term may not limit Successful Respondent's liability below two-times the total value of the Purchase Agreement. This value includes all amounts paid and amounts to be paid over the life of the Purchase Agreement to Successful Respondent by the Customer as described in the Purchase Agreement.
- (c) Notwithstanding the foregoing or anything to the contrary, any limitation of Successful Respondent's liability contained in this Contract or in a Purchase Agreement shall not apply to: claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under the Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of a violation.

14 REQUIRED INSURANCE COVERAGE

14.1 General Insurance Requirements.

- (a) As a condition of the Contract, Successful Respondent shall provide the listed insurance coverage to DIR within ten (10) Business Days of execution of the Contract if Successful Respondent may provide services which require that Successful Respondent's employees perform work at any Customer premises or use vehicles to conduct work on behalf of Customers.
- (b) In addition, when engaged by a Customer to provide services on Customer premises, Successful Respondent shall, at its own expense, secure and maintain the specified

insurance coverage, and shall provide proof of the insurance coverage to Customer within ten (10) Business Days following the execution of a Purchase Agreement.

- (c) Successful Respondent may not begin performance under the Contract until it provides proof of insurance coverage to DIR. Successful Respondent may not begin performance under a Purchase Agreement until it provides proof of insurance coverage to Customer and Customer approves the proof of coverage.
- (d) If Successful Respondent's services under the Contract will not require Successful Respondent to perform work on Customer premises, or to use vehicles to conduct work on behalf of Customers, Successful Respondent may certify to those facts and agree to provide notice and the required insurance if the facts change. DIR will provide a form for the Certification of Off-Premises Customer Services, which Successful Respondent shall execute. An executed Certification shall satisfy the insurance requirements.
- (e) Successful Respondent acknowledges that Customer may have additional insurance requirements.
- (f) Proof of additional insured coverage for DIR shall be provided to DIR. Proof of additional insured coverage for Customer shall be provided to Customer.

14.2 Provider and Additional Insured Requirements

All required insurance must be issued by companies that have a minimum A rating and a minimum Financial Size Category Class of VII from AM Best and are licensed in the State of Texas and authorized to provide the corresponding coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Agreement issued to Successful Respondent thereunder.

14.3 Commercial General Liability

Commercial general liability must include \$1,000,000.00 per occurrence for bodily injury and property damage with a separate aggregate limit of \$2,000,000.00; medical expenses per person of \$5,000.00; personal injury and advertising liability of \$1,000,000.00; products/completed operations aggregate limit of \$2,000,000.00; and damage to premises rented limit of \$50,000.00. Customers may require additional umbrella/excess liability insurance. The policy shall contain the following provisions:

- (a) Blanket contractual liability coverage for liability assumed under the Contract;
- (b) Independent contractor coverage;
- (c) DIR and Customer listed as an additional insured; and
- (d) Waiver of subrogation.

14.4 Workers' Compensation Insurance

Workers' compensation insurance and employers' liability coverage must include limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act found in Texas Labor Code Title 5, Subtitle A, and minimum policy limits for employer's liability of \$1,000,000 per

accident, \$1,000,000 disease per employee and \$1,000,000 per disease policy limit.

14.5 Business Automobile Liability Insurance

Business automobile liability insurance must cover all owned, non-owned, and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. The policy shall contain the following provisions:

- (a) Waiver of subrogation; and
- (b) DIR and Customer listed as an additional insured.

15 SUCCESSFUL RESPONDENT OBLIGATIONS

15.1 Drug Free Workplace Policy

Successful Respondent shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 United States Code Sections 8101-8106) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (Financial Assistance), issued by the Office of Management and Budget (2 Code of Federal Regulations Part 280, Subpart F182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may be issued.

15.2 Ability to Conduct Business in Texas

Successful Respondent shall be validly formed and currently authorized to do business under the laws of its state of organization and shall be authorized to do business in the State of Texas in accordance with Texas Business Organizations Code Chapter 9. Upon request by DIR, Successful Respondent shall provide all documents and other information necessary to establish Successful Respondent's authorization to do business in the State of Texas and under the laws of its state of organization.

15.3 Equal Opportunity Compliance

Successful Respondent shall abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws, the laws of the State of Texas, and the laws of the state in which Successful Respondent's primary place of business is located. In accordance with those laws, regulations, and executive orders, Successful Respondent agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Successful Respondent under the Contract. If Successful Respondent is found to be not in compliance with these requirements during the term of the Contract, Successful Respondent shall take appropriate steps to correct these deficiencies. Upon request, Successful Respondent will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

15.4 Use of Subcontractors

If Successful Respondent uses any subcontractors in the performance of the Contract, Successful Respondent must make a good faith effort in the submission of its Appendix B, HSP, in accordance with the State's Policy on Utilization of Historically Underutilized Businesses (HUB). Successful Respondent must provide a revised copy of Appendix B, HSP, and obtain DIR's approval of the HSP before it can engage additional subcontractors in the performance of the Contract or remove subcontractors currently engaged in the performance of the Contract. Successful Respondent is solely responsible for the performance of its obligations under the Contract.

15.5 Responsibility for Actions

Successful Respondent is solely responsible for its actions and those of its Third Party Providers. Successful Respondent agrees that neither Successful Respondent nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.

15.6 Taxes, Worker's Compensation, and Unemployment Insurance

Successful Respondent agrees and acknowledges that during the existence of the Contract, Successful Respondent is entirely responsible for the liability and payment of Successful Respondent's and its employees' taxes of whatever kind, arising out of the performances in the Contract. Successful Respondent shall comply with all applicable state and federal laws, including laws regarding wages, taxes, insurance, and workers' compensation. Successful Respondent agrees and acknowledges that Successful Respondent and its employees, representatives, agents, and subcontractors shall not be entitled to any state benefit or benefit of another governmental entity Customer. Customer, DIR, and the State shall not be liable to Successful Respondent, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance, workers' compensation, or any benefit available to a state employee or employee of another governmental entity Customer.

15.7 Confidentiality and the Texas Public Information Act

Successful Respondent acknowledges that DIR and Customers that are governmental bodies as defined by Texas Government Code Section 552.003 are subject to the Texas Public Information Act. Successful Respondent also acknowledges that DIR and governmental body Customers will comply with the Public Information Act, all opinions of the Texas Attorney General's office concerning the Act, and applicable judicial orders or opinions interpreting the Act.

15.8 No Recordings

Successful Respondent shall not record any meeting, call, conference, or other communication with DIR, a Customer, or an Eligible Customer, without prior written consent of DIR, the Customer, or the Eligible Customer, as applicable.

15.9 Security of Premises, Equipment, Data and Personnel

Successful Respondent or Third-Party Providers may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, information, files, and materials belonging to a Customer. Successful Respondent and Third-

Party Providers shall preserve the safety, security, and the integrity of the personnel, premises, equipment, and other property, including data, information, files, and materials belonging to Customer, in accordance with the instruction of Customer and to the degree in which Successful Respondent or Third-Party Provider protects its own information. Successful Respondent shall be liable for all damage to Customer-owned, leased, or occupied property and equipment caused by Successful Respondent or a Third-Party Provider. If Successful Respondent or Third-Party Provider fails to comply with Customer's security requirements, then Customer may immediately terminate the Purchase Agreement.

15.10 Background and Criminal History Investigation

Prior to commencement of any services, background and criminal history investigation of Successful Respondent's employees and Third-Party Providers who will be providing services to the Customer under the Contract may be performed by the Customer or the Customer may require that Successful Respondent conduct the background checks itself. Should any employee or Third-Party Provider of Successful Respondent who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background or criminal history check, then Customer may immediately terminate its Purchase Agreement and related Service Agreement or request replacement of the employee or Third-Party Provider in question.

15.11 Overcharges

Successful Respondent assigns to DIR all claims for overcharges associated with the Contract which arise under the antitrust laws of the United States, 15 United States Code Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Texas Business and Commerce Code Chapter 15.

15.12 Use of State Property

Successful Respondent shall not use equipment, property, location, or any other resources of a Customer, DIR, or the State of Texas for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers, and telephones using State of Texas long distance services. Upon demand by Customer, Successful Respondent shall immediately reimburse Customer for any charges it incurs by using a Customer's equipment for any purpose other than performing services under this Agreement. Such use shall constitute breach of contract and may result in termination of the Contract, the Purchase Agreement, and other remedies available to DIR and Customer under the Contract and applicable law.

15.13 Immigration

Successful Respondent shall comply with all requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments. Successful Respondent shall require its subcontractors to comply with the requirements of this Section and Successful Respondent is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Successful Respondent and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

15.14 Product or Services Substitutions

Successful Respondent must not make substitutions to products or services without the prior written consent of DIR or Customer, as applicable.

15.15 Secure Erasure of Hard Disk Capability

Successful Respondent agrees that all managed products or services equipped with hard disk drives such as computers, telephones, printers, fax machines, scanners, multifunction devices, shall have the capability to securely erase, destroy, or render unreadable data written to the hard drive prior to final disposition of the managed products or services, either at the end of product's useful life or the end of the related Purchase Agreement for such products or services, in accordance with 1 Texas Administrative Code Chapter 202 or NIST 800-88.

15.16 Successful Respondent Reporting Requirements

Successful Respondent shall comply with Texas Business and Commerce Code Chapter 110, requiring computer technicians to report images of child pornography.

16 REQUIRED CLAUSES AND CERTIFICATIONS

16.1 Antitrust Affirmation

Successful Respondent represents and warrants that, in accordance with Texas Government Code Section 2155.005, neither Successful Respondent nor the firm, corporation, partnership, or institution represented by Successful Respondent, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Texas Business and Commerce Code Chapter 15, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of its Response to any competitor or any other person engaged in the same line of business as Successful Respondent.

16.2 Buy Texas

To the extent applicable, in accordance with Texas Government Code Section 2155.4441, Successful Respondent agrees that during the performance of a Purchase Agreement for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this State.

16.3 Child Support Obligation Affirmation

Successful Respondent certifies that it is not currently delinquent in the payment of any franchise tax owed to the State and is not ineligible to receive payment under Texas Family Code Section 231.006. Successful Respondent acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

16.4 Cloud Computing Risk and Authorization Management Program (TX-RAMP)

If the services to be provided under a Purchase Agreement include cloud computing services, Successful Respondent shall comply with the requirements of the Texas Risk and Authorization Management Program ("TX-RAMP"), as provided by Texas Administrative Code Title 1 Section

202.27 and Section 202.77 and the TX-RAMP Program Manual ("Program Manual"). Successful Respondent shall maintain program compliance and certification throughout the term of the Purchase Agreement, including providing all quarterly and ongoing documentation required by the Program Manual and any other continuous monitoring documentation or artifacts required by the Customer issuing the Purchase Agreement. Upon request from DIR or the Customer issuing the Purchase Agreement, Successful Respondent shall provide all documents and information necessary to demonstrate Successful Respondent's compliance with TX-RAMP.

16.5 Computer Equipment Recycling Program

If the products and services to be provided include the purchase or lease of computer equipment, Successful Respondent certifies that it is in compliance with Texas Health and Safety Code Chapter 361, Subchapter Y, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 Texas Administrative Code Chapter 328.

16.6 Contracting Information Responsibilities

Successful Respondent represents and warrants that it will comply with the requirements of Texas Government Code Section 552.372(a) as applicable. Except as provided by Texas Government Code Section 552.374(c), the requirements of Texas Government Code Chapter 552 Subchapter J, may apply to the Contract or Purchase Agreements, and Successful Respondent agrees that the Contract or Purchase Agreements can be terminated if Successful Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

16.7 COVID-19 Vaccine Passport Prohibition

Successful Respondent certifies that, under Texas Health and Safety Code Section 161.0085, Successful Respondent is not ineligible to receive the Contract.

16.8 Critical Infrastructure Affirmation

Pursuant to Texas Government Code Section 2275.0102:

- (a) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not owned by or the majority of stock or other ownership interest of Respondent is not held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure;
- (b) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not owned by or the majority of stock or other ownership interest of Successful Respondent is not held or controlled by a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure; and
- (c) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not headquartered in China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical

infrastructure.

16.9 Additional Certification Regarding Foreign Ownership

Pursuant to Texas Executive Order GA-48, Respondent certifies that neither it, nor its holding companies or subsidiaries, is:

- (a) Listed in Section 889 of the 2019 National Defense Authorization Act; or
- (b) Listed in Section 1260H of the 2021 National Defense Authorization Act; or
- (c) Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4; or
- (d) Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4.

16.10 Cybersecurity Training

In accordance with Texas Government Code Section 2054.5192, for any contract with a Texas state agency or institution of higher education, if Successful Respondent, or a subcontractor, officer, or employee of Successful Respondent, will have access to a state computer system or database, then Successful Respondent shall ensure that the officer, employee, or subcontractor shall complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by Customer Texas state agency or institution of higher education. The cybersecurity training program must be completed by the officer, employee, or subcontractor during the term of the Contract and during any renewal period. Successful Respondent shall verify to the Customer Texas state agency or institution of higher education completion of the program by each officer, employee, or subcontractor.

16.11 Data Management and Security Controls

If a Purchase Agreement is subject to Texas Government Code Section 2054.138, Successful Respondent shall meet the security controls required by the Purchase Agreement and shall periodically provide to the Customer evidence that Successful Respondent meets all required security controls.

16.12 Dealings with Public Servants

Successful Respondent represents and warrants that it has not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.

16.13 Deceptive Trade Practices; Unfair Business Practices

- (a) Successful Respondent represents and warrants that neither Successful Respondent nor any of its subcontractors has been
 - (1) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Texas Business and Commerce Code Chapter 17, or

(2) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

(b) Successful Respondent certifies that it has no officers who have served as officers of other entities who have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation, or other proceeding.

16.14 Debts and Delinquencies

Successful Respondent acknowledges and agrees that, to the extent Successful Respondent owes any debt including but not limited to delinquent taxes, delinquent student loans, and child support owed to the State of Texas, any payments or other amounts Successful Respondent is otherwise owed under the Contract may be applied toward any debt Successful Respondent owes the State of Texas until the debt is paid in full.

16.15 Energy Company Boycotts

If Successful Respondent is required to make a verification pursuant to Texas Government Code Section 2276.002, Successful Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of the Contract.

16.16 Entities that Boycott Israel

In accordance with Texas Government Code Section 2271.002, Successful Respondent certifies that either:

- (a) It meets an exemption criterion under 2271.002; or
- (b) It does not boycott Israel and will not boycott Israel during the term of the Contract.

16.17 E-Verify Program

Pursuant to Texas Government Code Chapter 673, Successful Respondent shall, as a condition of the Contract, also comply with the United States Department of Homeland Security's E-Verify system to determine the eligibility of:

- (a) all people employed by Successful Respondent to perform duties within Texas; and
- (b) all persons, including subcontractors, assigned by Successful Respondent to perform work pursuant to the Contract within the United States of America.

16.18 Excluded Parties

Successful Respondent Certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control.

16.19 Executive Head of a State Agency Affirmation

Pursuant to Texas Government Code Section 669.003, relating to contracting with an executive

head of a Texas state agency, no person who served as an executive of DIR in the past four (4) years was involved with or has any interest in the Contract. If Successful Respondent employs or has used the services of a former executive of DIR, then Successful Respondent shall provide the following information to DIR: name of the former executive, the date of separation from DIR, the position held with Successful Respondent, and the date of employment with Successful Respondent.

16.20 Financial Participation Prohibited

Under Texas Government Code Section 2155.004, Successful Respondent certifies that the individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

16.21 Firearm Entities and Trade Associations Discrimination

If Successful Respondent is required to make a verification pursuant to Texas Government Code Section 2274.002, Successful Respondent verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

16.22 Foreign Terrorist Organizations

In accordance with Texas Government Code Section 2252.152, Successful Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

16.23 Former Agency Employees

Successful Respondent represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the Contract, were former employees of DIR during the twelve (12) month period immediately prior to the date of execution of the Contract.

16.24 Human Trafficking Prohibition

In accordance with Texas Government Code Section 2155.0061, the individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

16.25 No Conflicts of Interest

Successful Respondent represents and warrants that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify Successful Respondent shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety.

16.26 Prior Disaster Relief Contract Violation

Under Texas Government Code Section 2155.006 and Section 2261.053 it is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment

withheld if this certification is inaccurate.

16.27 Public Information

Pursuant to Texas Government Code Section 2252.907, Successful Respondent is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State. Each State governmental body Customer should include in their Purchase Agreement any additional terms regarding the specific format by which Successful Respondent must make the information accessible by the public.

16.28 Suspension and Debarment

Successful Respondent and its principals are not suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration, nor is Successful Respondent subject to any Federal Executive Orders issued banning certain entities or countries.

16.29 Additional Certifications

Successful Respondent certifies, represents, and warrants that:

- (a) it has not received payment from DIR or any of its employees for participating in the preparation of the Contract;
- (b) to the best of its knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Successful Respondent, which if determined adversely to Successful Respondent, will have a material adverse effect on the ability to fulfill its obligations under the Contract;
- (c) as of the Effective Date of the Contract, it is not listed in any of the Divestment Statute Lists published on the Texas Comptroller of Public Accounts webpage (<https://comptroller.texas.gov/purchasing/publications/divestment.php>);
- (d) all equipment, materials, works, and services to be used in performing and fulfilling the requirements of the Contract shall be of high professional quality and workmanship and consistent with or better than applicable industry standards, if any;
- (e) it has complied with Texas Government Code Section 556.0055 and its restriction on lobbying expenditures; and
- (f) its receipt of appropriated or other funds under this Agreement is not prohibited by Texas Government Code Section 556.005 or Section 556.008.

16.30 No False Statements

Successful Respondent represents and warrants that all information provided by Successful Respondent is current, complete, true, and accurate. During the term of the Contract, Successful Respondent shall promptly disclose to DIR all changes that occur to the foregoing certifications, representations, and warranties. Successful Respondent shall fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the

certifications, representations, and warranties and any changes thereto.

16.31 Updates to Certifications

Successful Respondent shall report to the DIR Contract Manager within five (5) Business Days any change to the information contained in the Certification Statement of Exhibit A of the RFO or Section 16, Successful Respondent Certifications of this Appendix A to the Contract. Successful Respondent shall fully cooperate with DIR to update and amend the Contract to accurately disclose employment of current or former State employees and their relatives and the status of conflicts of interest.

16.32 Customers May Require Additional Certifications

Successful Respondent acknowledges that each Customer may require additional certifications or representations in addition to the certifications in this Contract.

<END OF APPENDIX A>

INTERLOCAL COOPERATION CONTRACT for Information Resources Technologies

THIS INTERLOCAL COOPERATION CONTRACT is entered into by and between The City of Santa Fe Purchasing Division, New Mexico [DIR Customer], with its principal place of business at 2651 Siringo Road Building H, Santa Fe, NM 87505 and the STATE OF TEXAS, acting by and through the DEPARTMENT OF INFORMATION RESOURCES, 300 West 15th Street, Suite 1300, Austin, Texas 78701 [DIR], pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Texas Government Code, Chapter 791 for Texas based Customers and Section 2054.0565, Texas Government Code, for out of state Customers.

I. STATEMENT OF PURPOSE:

The purpose of this Interlocal Cooperation Contract [Contract] is to allow DIR Customer to purchase information resources technologies through DIR Contracts.

II. CONSIDERATION:

- a. Per the Interlocal Cooperation Act, Texas Government Code, § 791.025, or other applicable law, the DIR Customer satisfies the requirement to seek competitive bids for the purchase of goods and/or services.
- b. DIR agrees to allow DIR Customer to procure information resources technologies through existing Vendor contracts and Vendor contracts that DIR may enter into during the term of this interlocal cooperation contract, in accordance with specifications submitted through purchase orders from Customer. All DIR Vendor contracts shall be made available to the DIR Customer via the DIR Internet web site. DIR Customers utilizing the Cooperative Contracts shall issue a Purchase Order directly to the relevant Vendor. DIR Customers utilizing a DIR Contract for which DIR is the fiscal agent, the DIR Customer's Purchase Order shall be issued to DIR.
- c. DIR Customer agrees to notify DIR of any substantial problems in quality or service in relations with a vendor under a DIR vendor contract.

III. PAYMENT FOR GOODS AND SERVICES:

- a. DIR Customer shall comply with Chapter 2251, Texas Government Code, or applicable local law, in making payments to the Vendor. Payment under a DIR Contract shall not foreclose the right to recover wrongful payments.
- b. Payments must be made in accordance with laws and procedures applicable to DIR Customer.
- c. DIR Customer agrees to pay the rates and/or prices set by DIR with its vendors. DIR Customer understands these rates and/or prices include a DIR administrative fee.
- d. All purchases executed under a DIR Contract will require a DIR Customer purchase order.

IV. TERM OF CONTRACT:

This Interlocal Cooperation Contract shall begin when fully executed by both parties and shall continue until terminated.

Either party, upon written notice, may terminate this contract on thirty (30) days advance written notice. Customers shall pay for all goods and services received through the effective date of termination.

V. GOVERNING LAW AND OTHER REPRESENTATIONS:

DIR Customer:

[] Unit of Texas Local Government hereby certifying that it has statutory authority to perform its duties hereunder pursuant to Chapter _____, Texas _____ Code.

[X] Non-Texas State agency or unit of local government of another state hereby certifying that it has statutory authority to enter in to this Interlocal Agreement and perform its duties hereunder pursuant to NEW MEXICO STATUTES (NMSA) SECTIONS 13-1-135 COOPERATIVE PROCUREMENT AUTHORIZED OR 13-1-129 PROCUREMENT UNDER EXISTING CONTRACTS.

VI. CERTIFYING FUNCTION:

Department of Information Resources acting as the owner of the DIR Contracts hereby certifies the eligibility of the DIR Customer to use the DIR Contracts.

VII. TERMS AND CONDITIONS FOR OUT OF STATE DIR CUSTOMERS:

SELECTIONS PER THE GOVERNING LAW OF THE OUT OF STATE DIR CUSTOMER:

1. In any issue concerning this Interlocal Contract, or the DIR Contracts, in which DIR is involved shall be governed by the law of the State of Texas, excluding the conflict of law provisions.
2. Exclusive Venue for any litigation whatsoever involving DIR is the state district court of Travis County, Texas.
3. DIR Customer's use of the DIR Contracts shall be governed by the law of the State of New Mexico, excluding the conflicts of law provisions.
4. Exclusive Venue for litigation arising between DIR Customer and Vendor from use of the DIR Contracts is state or federal courts located in Santa Fe, County, NM.
5. The following dispute resolution procedures shall be used to resolve disputes arising from use of the DIR Contracts: A mutually agreeable alternative dispute resolution method must be sued before initiation of a judicial action.

VIII. Notification

All notices under this Interlocal Contract shall be sent to a party at the respective address indicated below.

DIR Customer:

Contact Name: ROBERT RODARTE

Customer Name: THE CITY OF SANTA FE PURCHASING OFFICE

Address: 2651 SIRINGO ROAD BUILDING H

City, State, Zip Code: SANTA FE, NM 87505

Phone Number: 505.955.5712

Facsimile: 505.955.5714

Email: RRODARTE@SANTAFENM.GOV

This Interlocal Cooperation Contract is executed to be effective as of the date of the last party to sign.

CITY OF SANTA FE PURCHASING OFFICE

Authorized By: Signature on File

Name: ROBERT RODARTE

Title: PURCHASING OFFICER

Date: 4/1/16

THE STATE OF TEXAS, acting by and through the DEPARTMENT OF INFORMATION RESOURCES

Authorized By: Signature on File

Name: Dale Richardson

Title: Chief Operations Officer

Date: 4/12/2016

Office of General Counsel: Signature on File Date: 4/6/2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2026

1/30/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No. Ext):	
INSURED 1498390 LANGAN ENGINEERING, ENVIRONMENTAL, SURVEYING, LANDSCAPE ARCHITECTURE AND GEOLOGY, D.P.C. 300 KIMBALL DRIVE, 4TH FLOOR PARSIPPANY NJ 07054 BROCK SAYLOR	FAX (A/C, No):	
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: National Fire Insurance Co of Hartford	NAIC # 20478
	INSURER B: The Continental Insurance Company	35289
	INSURER C: The Continental Ins Co of New Jersey	42625
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 22962906**REVISION NUMBER:** XXXXXXXX

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 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	7014708217	8/1/2025	8/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	N	Y	6016359856	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	N	N	6045964169	8/1/2025	8/1/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	Y N/A	6016359842 (AOS) 6016359873 (CA) 6057485432 (NY)	8/1/2025 8/1/2025 8/1/2025	8/1/2026 8/1/2026 8/1/2026	☒ 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
C	PROF LIAB INCL. POLL LIAB	N	N	AEH591971277.	8/1/2025	8/1/2026	\$1,000,000 PER CLAIM/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: LANGAN PROJECT #620079800 - SANTA FE EAM & GIS SERVICES. CITY OF SANTA FE THEIR OFFICIALS, OFFICERS, AND EMPLOYEES ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT. THIRTY (30) DAYS NOTICE OF CANCELLATION BY THE INSURER FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM WILL BE PROVIDED TO THE CERTIFICATE HOLDER. EFFECTIVE UPON FINAL EXECUTION OF THE CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

22962906
CITY OF SANTA FE
P.O. BOX 909
SANTA FE NM 87504-0909

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

GB-Langan_Memo,_contract,_attachments_signed_by_PW

Final Audit Report

2026-06-12

Created:	2026-06-04
By:	AP (aeperez@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAyc4hGWW16zhxgAyeJZSTX7dWYR6pd33H
Documents:	Langan_Memo,_contract,_attachments_signed_by_PW.pdf (98 pages)

"GB-Langan_Memo,_contract,_attachments_signed_by_PW" History

-  Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2026-06-04 - 4:14:24 PM GMT- IP address: 63.232.20.2
-  Document emailed to ALYSSA PEREZ (aeperez@santafenm.gov) for filling
2026-06-04 - 4:17:19 PM GMT
-  Signer ALYSSA PEREZ (aeperez@santafenm.gov) entered name at signing as AP
2026-06-04 - 4:18:45 PM GMT- IP address: 63.232.20.2
-  Form filled by AP (aeperez@santafenm.gov)
Form filling Date: 2026-06-04 - 4:18:47 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE
-  Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature
2026-06-04 - 4:19:03 PM GMT
-  Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)
2026-06-04 - 4:19:53 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2026-06-04 - 4:21:13 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2026-06-04 - 4:21:16 PM GMT
-  Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2026-06-04 - 4:21:22 PM GMT- IP address: 51.54.38.123

-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2026-06-05 - 1:25:29 AM GMT- IP address: 172.226.3.190
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2026-06-08 - 2:56:58 AM GMT- IP address: 104.28.111.126
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2026-06-10 - 0:44:15 AM GMT - Time Source: server- IP address: 153.66.19.237 - Signature Appearance Selected: IMAGE
-  Document emailed to ANDREA PHILLIPS (akphillips@santafenm.gov) for signature
2026-06-10 - 0:44:30 AM GMT
-  Email viewed by ANDREA PHILLIPS (akphillips@santafenm.gov)
2026-06-10 - 4:39:21 PM GMT- IP address: 104.47.64.254
-  Email viewed by ANDREA PHILLIPS (akphillips@santafenm.gov)
2026-06-12 - 2:30:34 PM GMT- IP address: 104.47.64.254
-  Document declined by ANDREA PHILLIPS (akphillips@santafenm.gov)
Decline reason: please have ITT review
2026-06-12 - 2:31:04 PM GMT- IP address: 63.232.20.2



Date: June 3, 2026

To: Governing Body and Public Works and Utilities Committee

From: Alan Hook, Water Resources Coordinator ^{AGH}

Via: Jesse Roach, Interim Public Utilities Director ^{JM}
Jonathan Montoya, Interim Water Division Director ^{JM}

RE: Allowing Fishing in the Santa Fe Municipal Watershed for Specific and Limited Events

EXECUTIVE SUMMARY:

The proposed bill would amend SFCC 1987, Section 25-1.9 to create a limited exception to the current prohibition on fishing within the Santa Fe municipal watershed. Fishing would remain generally prohibited except for specific and limited fishing events approved by the Governing Body. The proposed change would maintain existing watershed protections including prohibitions on trespassing, bathing, hiking, camping, hunting, picnicking, grazing of domestic livestock, and unauthorized shooting, while allowing specific and limited fishing events on city-owned property that are approved by the Governing Body at a Governing Body meeting.

BACKGROUND:

The City of Santa Fe's ("City") Children's Fishing Derby has traditionally been held on the first Saturday in June, which coincides with New Mexico Department of Game & Fish's "Free Fishing Day", providing a moratorium on fishing license requirements. In addition, the City's Administrative Procedures for Santa Fe River Target Flows, adopted by Resolution No. 2012-28, state in the section titled "Annual Fishing Derby", that "[i]n dry years when the anticipated watershed yield is less than 50%, or, if for other climatic or hydrologic reasons daily target flows adequate for the Fishing Derby cannot be met, the Fishing Derby will be suspended", (Article IV, Section 4.11.2(5)).

For several years the upper Santa Fe River watershed conditions have not been met, or the Santa Fe River daily target flows have not been adequate to consider the Fishing Derby. In 2026, NM Dept. of Game & Fish plans on a Free Fishing Day in September. This would be an opportune time to successfully hold the Children's Fishing Derby at Nichols Reservoir on city-owned property at a location to be determined. The Fishing Derby provides opportunities for children and families to join with neighbors to experience a fun and engaging day by the river, to learn about the Santa Fe River and riparian ecology, and to learn fishing skills.

ATTACHMENTS:

Memo Attachment - Resolution No. 2012-28
Resolution
Fiscal Impact Report

underscored material = new
[bracketed material] = delete

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-12

INTRODUCED BY:

Councilor Paul Bustamante

Mayor Michael J. Garcia

A BILL

**SPECIFYING THAT SPECIFIC AND LIMITED FISHING EVENTS ON CITY-OWNED
PROPERTY IN THE SANTA FE MUNICIPAL WATERSHED MAY BE APPROVED BY
THE GOVERNING BODY.**

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

**Section 1. Section 25-1.9 of SFCC 1987 (being Ord. No. 2003-25, § 33, as
amended) is amended to read:**

25-1.9 – Santa Fe river watershed; prohibited uses; posting of notices.

A. Trespassing, bathing, hiking, camping, fishing, hunting, picnicking, the grazing of
all domestic livestock and unauthorized shooting, within the Santa Fe watershed are forbidden,
except for specific and limited fishing events on city-owned property in the watershed and approved
at a governing body meeting.

B. The properties of the water reservoir system owned by and under the control of the
city of Santa Fe and the U.S. Forest Service shall be posted with notices warning all persons against
violation of any of the ordinances of the city and county of Santa Fe, of the laws of the state of New

1 Mexico, the United States government or any rules or regulations adopted pursuant thereto, which
2 provide for the protection of any reservoir, or properties of the water impounding system.

3 C. All officials and employees of the city water and utility of the city of Santa Fe are
4 hereby vested with authority to enforce all laws, orders, ruling and regulations enacted for the
5 protection of these waters and the properties pertaining thereto.

6 D. Any violation of this subsection or any violation of the rules and regulations jointly
7 agreed on by the U.S. Forest Service and the governing body shall be punished as provided in
8 Section 1-3 SFCC 1987.

9 PASSED, APPROVED, and ADOPTED this _____ day of _____, 2026.

10
11
12 _____
13 MICHAEL J. GARCIA, MAYOR
14

15 ATTEST:

16
17 _____
18 GERALYN F. CARDENAS, CITY CLERK
19

20 APPROVED AS TO FORM:

21 
22 _____
23 MARCOS D. MARTÍNEZ, CITY ATTORNEY
24

25 *Legislation/2026/Bill/Allowing Fishing in the Santa Fe Water Shed for Specific Events*

FISCAL IMPACT REPORT**General Information:**(Check) Bill: X Resolution: Short Title(s): Allowing Fishing in the Santa Fe Municipal Watershed for Specific and Limited EventsSponsor(s): Councilor Paul Bustamante and Mayor Michael J. GarciaReviewing Department(s): Public Utilities DepartmentStaff Completing FIR: Allan Hook, Water Resources Coordinator Date: 6/3/2026Phone: (505) 955-4205Reviewed by City Attorney:  Date: 06/03/2026Reviewed by Finance Director:  ANDREA PHILLIPS (Jun 4, 2026 09:41:01 MDT) Date: 06/04/2026**Summary:**

The proposed bill would amend SFCC 1987, Section 25-1.9 to create a limited exception to the current prohibition on fishing within the Santa Fe watershed. Fishing would remain generally prohibited except for specific and limited fishing events on city-owned property and approved at a Governing Body meeting. The proposed change would maintain existing watershed protections including prohibitions on trespassing, bathing, hiking, camping, hunting, picnicking, grazing of domestic livestock, and unauthorized shooting, while allowing specific and limited fishing events approved by the Governing Body.

Departments Affected:Public Utilities**Consequences of Not Enacting Legislation:**

If this legislation is not adopted, fishing activities within the Santa Fe watershed will remain prohibited without exception.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

Resolution No. 2012-20 adopted the City's Administrative Procedures for Santa Fe River Target Flows, and Ordinance No. 2012-10 created Article 25-13 of SFCC 1887 regarding the Santa Fe River Target Flow for a Living River Initiative.

Performance and Administrative Implications:

For several years the upper Santa Fe River watershed conditions have not been met, or the Santa Fe River daily target flows have not been adequate to consider the Fishing Derby. In 2026, NM Dept. of Game & Fish plans on a Free Fishing Day in September. This would be an opportune

time to successfully hold the Children's Fishing Derby at Nichols Reservoir on city-owned property at a location to be determined. The Fishing Derby provides opportunities for children and families to join with neighbors to experience a fun and engaging day by the river, to learn about the Santa Fe River and riparian ecology, and to learn fishing skills. If the Governing Body approves the Children's Fishing Derby event at Nichols Reservoir, City staff would devote time and resources to planning for and holding the Children's Fishing Derby as described above.

Fiscal Implications:

None at this time.

Fiscal Impact

 x Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Benefits*</u>							
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

Expenditure Narrative:

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

Signature: *Alan Hook*

Email: aghook@santafenm.gov

Signature:

Email: jmmontoya@santafenm.gov



Date: June 15, 2026

To: Governing Body, Quality of Life Committee, Public Works and Utilities Committee

From: Sam Burnett, Public Works Director 
[JOHN BURNETT](#)

RE: Updating Closure Rules on Plaza for Vehicular Traffic

EXECUTIVE SUMMARY:

The attached resolution would amend Resolution Nos. 2014-49 and 2016-80 to close the streets surrounding Plaza Park annually from Memorial Day to October 31st or later. It would also permanently close Lincoln Avenue and Palace Avenue, next to Plaza Park. Specifically, the resolution directs the City Manager to effectuate the following actions:

- 1) Amend Resolution 2014-49 to remove the “continuation” of the closure of Palace Avenue along Plaza Park and establish that it shall remain closed to vehicular traffic permanently; and
- 2) Amend Resolution 2016-80 to establish that Lincoln Avenue along Plaza Park shall remain closed to vehicles permanently; and
- 3) Amend Resolution 2016-80 to establish that the restriction of vehicular traffic around Plaza Park, including San Francisco Street, shall occur annually from Memorial Day to October 31st or such later date determined by the city manager; and
- 4) Designate Palace Avenue between Lincoln Avenue and Washington Avenue exclusively as a loading and unloading zone for Plaza vendors and Palace of the Governors vendors, and prohibit vehicular traffic, pedicab operations, walking tours, and bicycle tours from operating within this area; and
- 5) Designate cruise nights which will permit all four streets surrounding the Plaza to be open during the designated cruise nights.

BACKGROUND:

Resolution No. 2014-49 notes that as a result of a 2003 safety recommendation from the “Plaza Task Force,” that “Palace Avenue in front of the Palace of the Governors was closed to vehicular traffic with the exception of loading and unloading and emergency vehicle access,” and the resolution goes on to authorize a “[c]ontinuation of the closure of Palace Avenue.” Lincoln Avenue has not been reopened to vehicles after the summer closure for multiple years.

ATTACHMENTS:

Resolution
FIR

Signature: 
JOHN BURNETT (Jun 22, 2026 09:39:48 MDT)
Email: jsburnett@santafenm.gov

Updating Closure Rules on Plaza for Vehicular Traffic (Memo)

Final Audit Report

2026-06-22

Created:	2026-06-22
By:	CHRISTINE SPIERS (cmspiers@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsdHKwPQlepb1GWqP4KNE3UfEV465h0HL
Documents:	Updating Closure Rules on Plaza for Vehicular Traffic (Memo).docx (1 page)
Number of Documents:	1
Document page count:	2
Number of supporting files:	0
Supporting files page count:	0

"Updating Closure Rules on Plaza for Vehicular Traffic (Memo)" History

-  Document created by CHRISTINE SPIERS (cmspiers@santafenm.gov)
2026-06-22 - 3:24:30 PM GMT- IP address: 63.232.20.2
-  Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2026-06-22 - 3:29:27 PM GMT
-  Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2026-06-22 - 3:39:36 PM GMT- IP address: 174.218.21.197
-  Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2026-06-22 - 3:39:48 PM GMT - Time Source: server- IP address: 174.218.21.197 - Signature Appearance Selected: MOBILE_DRAW
-  Agreement completed.
2026-06-22 - 3:39:48 PM GMT

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Councilor Patricia Feghali

Councilor Alma Castro

A RESOLUTION

**AMENDING RESOLUTION NOS. 2014-49 AND 2016-80 TO CLOSE THE STREETS
SURROUNDING PLAZA PARK ANNUALLY FROM MEMORIAL DAY TO OCTOBER
31ST OR LATER AND TO CLOSE LINCOLN AVENUE AND PALACE AVENUE, NEXT
TO PLAZA PARK, PERMANENTLY.**

WHEREAS, the Santa Fe Plaza (“Plaza”) has been the commercial, social, and political
center of Santa Fe since 1610; and

WHEREAS, the Plaza is a destination for many visitors interested in Santa Fe history and
culture; and

WHEREAS, SFCC 1987, Section 23-5 regulates the use of the Plaza, Plaza Park and
Plaza periphery; and

WHEREAS, SFCC 1987, Section 23-5.1 (S), (T), and (W) defines the Plaza and the Plaza
Park area as follows:

Plaza means that inclusive area bounded on the north by the north curblin
Palace Avenue running in front of the Palace of the Governors, and on all other sides by
the facades of the buildings, excluding portals, or property lines lying to the east, south and

1 west of the Plaza Park as outlined in the map prepared by the city, labeled "Plaza Park
2 Map."

3 *Plaza Park* means that inclusive area bounded by the inside back of the curb
4 surrounding the Plaza as outlined in the map prepared by the city, labeled "Plaza Park
5 Map."

6 **WHEREAS**, the Plaza belongs to all of Santa Fe and is home to many annual events that
7 draw residents and visitors to the Plaza and creates social connections, economic development, and
8 funding for community non-profits, including but not limited to the eight major events authorized
9 by SFCC 1987, Section 23-5.2(A)(1)(a-h); and

10 **WHEREAS**, many cities are reducing vehicular traffic as a way to preserve and protect
11 historic areas as well as enhance pedestrian safety; and

12 **WHEREAS**, the City has limited vehicular access to the streets around the Plaza Park over
13 the years by closing Palace Avenue, Lincoln Avenue, and Old Santa Fe trail for various reasons
14 and as described in Resolution Nos. 2014-49, 2014-75, and 2016-80; and

15 **WHEREAS**, the City already often closes San Francisco Street during the summer months
16 due to events, and closing San Francisco Street seasonally would lead to more predictability for
17 drivers and pedestrians; and

18 **WHEREAS**, specifically, Resolution No. 2014-49 notes that as a result of a 2003 safety
19 recommendation from the "Plaza Task Force," that "Palace Avenue in front of the Palace of the
20 Governors was closed to vehicular traffic with the exception of loading and unloading and
21 emergency vehicle access", and then the resolution goes on to authorize a "[c]ontinuation of the
22 closure of Palace Avenue"; and

23 **WHEREAS**, Resolution No. 2016-80 amended Resolution No. 2014-75 to extend
24 the established time period for vehicular traffic restriction around Plaza Park on Lincoln Avenue
25 and Old Santa Fe Trail to Memorial Day through October 31 "or such later date determined by the

city manager...; and

WHEREAS, Lincoln Avenue has not reopened to vehicles after the summer closure for several years, to the benefit of pedestrians and visitors to the Plaza; and

WHEREAS, Resolution No. 2020-24 established a framework for evaluating the temporary closure of streets to vehicular traffic during the 2020 COVID-19 pandemic, which only applied to the year 2020 and is no longer relevant; and

WHEREAS, in an effort to create continued enhancement of pedestrian safety and enjoyment of the Plaza area, the Governing Body wishes to further reduce vehicular traffic on the plaza.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the streets around Plaza Park shall be closed to vehicular traffic, except for bicycles and other human-powered, non-electric devices, from Memorial Day to October 31 or such later date determined by the city manager, annually.

BE IT FURTHER RESOLVED that the City Manager shall direct appropriate staff to take the appropriate steps to effectuate the following actions:

- 1) Amend Resolution 2014-49 to remove the “continuation” of the closure of Palace Avenue along Plaza Park and establish that it shall remain closed to vehicular traffic permanently; and
- 2) Amend Resolution 2016-80 to establish that Lincoln Avenue along Plaza Park shall remain closed to vehicular traffic permanently; and
- 3) Amend Resolution 2016-80 to establish that the restriction of vehicular traffic around Plaza Park, including San Francisco Street, shall occur annually from Memorial Day to October 31st or such later date determined by the city manager; and
- 4) Designate Palace Avenue between Lincoln Avenue and Washington Avenue

exclusively as a loading and unloading zone for Plaza vendors and Palace of the Governors vendors, and prohibit vehicular traffic, pedicab operations, walking tours, and bicycle tours from operating within this area; and

- 5) Designate cruise nights which will permit all four streets surrounding the Plaza to be open to vehicular traffic during the designated cruise nights.

PASSED, APPROVED, and ADOPTED this _____ day of _____, 2026.

MICHAEL J. GARCIA, MAYOR

ATTEST:

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos D. Martinez
Marcos D. Martinez (Jun 18, 2026 14:25:39 MDT)
MARCOS D. MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Resolutions/Seasonally Closing the Plaza to Vehicular Traffic

FISCAL IMPACT REPORT**General Information:**(Check) **Bill:** _____ **Resolution:** x **Short Title(s):** Updating Closure Rules on Plaza for Vehicular Traffic**Sponsor(s):** Councilor Patricia Feghali**Reviewing Department(s):** Public Works Department, City Attorney's Office**Staff Completing FIR:** Barbara Lopez, Public Works Project Manager **Date:** 6/15/2026**Phone:** (505) 955-2110**Reviewed by City Attorney:** Marcos D. Martinez **Date:** 06/18/2026
Marcos D. Martinez (Jun 18, 2026 14:25:39 MDT)**Reviewed by Finance Director:** ANDREA PHILLIPS **Date:** 06/18/2026
ANDREA PHILLIPS (Jun 18, 2026 14:59:40 MDT)**Summary:**

The attached resolution would amend Resolution Nos. 2014-49 and 2016-80 to close the streets to vehicular traffic surrounding Plaza Park annually from Memorial Day to October 31st or later. It would also permanently close Lincoln Avenue and Palace Avenue, next to Plaza Park to vehicular traffic. Specifically, the resolution directs the City Manager to effectuate the following actions:

- 1) Amend Resolution 2014-49 to remove the "continuation" of the closure of Palace Avenue along Plaza Park and establish that it shall remain closed to vehicular traffic permanently; and
- 2) Amend Resolution 2016-80 to establish that Lincoln Avenue along Plaza Park shall remain closed to vehicles permanently; and
- 3) Amend Resolution 2016-80 to establish that the restriction of vehicular traffic around Plaza Park, including San Francisco Street, shall occur annually from Memorial Day to October 31st or such later date determined by the city manager; and
- 4) Designate Palace Avenue between Lincoln Avenue and Washington Avenue exclusively as a loading and unloading zone for Plaza vendors and Palace of the Governors vendors, and prohibit vehicular traffic, pedicab operations, walking tours, and bicycle tours from operating within this area; and
- 5) Designate cruise nights which will permit all four streets surrounding the Plaza to be open to vehicular traffic during the designated cruise nights.

Departments Affected:

Public Works Department, Parks and Open Space Department, Santa Fe Police Department, Parking Division, and Santa Fe Fire Department

Consequences of Not Enacting Legislation:

If this legislation is not adopted, the requirements contained in Resolution Nos. 2014-49 and 2016-80 would not be updated, and would remain status quo. Additionally, Palace Avenue and Lincoln Avenue, along Plaza Park, would not be close permanently to vehicles.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

This resolution is related to Resolution Nos. 2014-49, 2014-75, 2016-80

Performance and Administrative Implications:

The Santa Fe Police Department would need to deliver and place Meridian Barriers at San Francisco Street at Don Gaspar Avenue and San Francisco Street at Old Santa Fe Trail. Parks and Open Space maintenance staff would need to place regulatory signage to notify motorists of the vehicular restrictions associated with the Plaza closure.

Fiscal Implications:

Implementation of the closure of the Plaza to vehicular traffic would require the installation of traffic control measures and regulatory signage to ensure public safety, preserve pedestrian access, and maintain orderly use of the Plaza area. To effectively restrict vehicle access, Meridian Barriers would need to be installed at San Francisco Street at Don Gaspar Avenue and San Francisco Street at Old Santa Fe Trail. The Meridian Barriers would be delivered and installed by the Santa Fe Police Department at a cost of \$4,896, which would cover the labor of six officers for the installation. Permanent traffic signs would also need to be installed at all entrances to Palace Avenue between Lincoln Avenue and Washington Avenue to notify motorists of the vehicular restrictions. Additional signage would need to be installed to indicate prohibited commercial walking tours, bicycle tours, and pedicab operations within the designated loading and unloading zone. The cost of the regulatory and prohibitory signs would be \$200, and the cost for parks and open space maintenance staff to install would be \$200.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2027	FYE 2028	FYE 2029	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and</u>	<u>\$ 5096</u>	<u>\$ 5096</u>	<u>\$ 5096</u>	<u>No</u>	<u>Reoccurring</u>	<u> </u>	
<u>Benefits*</u>	<u> </u>	<u> </u>	<u> </u>				
<u>Capital Outlay</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u> </u>	<u> </u>	<u> </u>	
<u>Contractual/</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>		<u> </u>	<u> </u>	
<u>Professional Services</u>							
<u>Operating</u>	<u>\$ 200</u>	<u>\$ 200</u>	<u>\$ 200</u>		<u> </u>	<u> </u>	<u>\$ 600</u>
<u>Total:</u>	<u>\$ 5296</u>	<u>\$ 5296</u>	<u>\$ 5296</u>				<u>\$ 15888</u>
	<u> </u>	<u> </u>					

Expenditure Narrative:

The estimated one-time implementation cost associated with the permanent Plaza closure is **\$5,296 per year**. These expenditures would be absorbed by existing City of Santa Fe departmental budgets unless otherwise appropriated by the Governing Body. The proposed traffic control and signage measures are intended to improve pedestrian safety, reduce operational conflicts, protect emergency access routes, and support the long-term management of the Plaza as a pedestrian-focused public space.

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u> </u>	<u> </u>
Special Revenue	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u> </u>	<u> </u>
CIP	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u> </u>	<u> </u>
Enterprise	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u> </u>	<u> </u>
Internal Service	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u> </u>	<u> </u>
Trust and Agency	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u> </u>	<u> </u>
Federal	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u> </u>	
Other	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u> </u>	<u> </u>
Total	<u>\$</u>	<u>\$</u>	<u>\$</u>		

Revenue Narrative:

Signature:

Email: bvlopez@santafenm.gov

Signature:

Email: jsburnett@santafenm.gov

Signature:

Email: mamcdonald@santafenm.gov