



**Lewiston City Council
WORK SESSION AGENDA
April 1, 2024 - 3:00 PM
Bell Building – Second Floor Conference Room – 215 D Street
Lewiston, Idaho 83501**

Seating will be available on a first-come, first-served basis. All others who wish to observe this meeting may watch and listen to the livestream on their own device(s) by visiting the City of Lewiston's website at cityoflewiston.org.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. CITIZENS COMMENTS

This is an opportunity for citizens to address the Council on agenda items or other items they wish to bring to the attention of the Council. Citizens are encouraged to discuss operational issues in advance with the Mayor. In consideration of others wishing to speak, please limit your remarks to three minutes.

IV. PRESENTATIONS

- A. PROCLAMATION: MONTH OF THE MILITARY CHILD:** Proclaiming the month of April as the "Month of the Military Child" - Action Item (Mayor Johnson)
- B. PROCLAMATION: FAIR HOUSING MONTH:** Proclaiming the month of April as "Fair Housing Month" - Action Item (Mayor Johnson)

V. ACTIVE AGENDA

- A. RESOLUTION 2024-12:** Considering declaring M.L. Albright & Sons, Inc. as the only reasonably available vendor for the 12th Street Stormwater and ADA Pedestrian Ramp Public Works construction project in accordance with Idaho Code § 67-2808(2)(a)(viii) - Action Item (City Engineer Antonich)
- B. INTELLIGENT TRANSPORTATION SOFTWARE PACKAGES FROM THE NASPO COOPERATIVE CONTRACT - CARAHSOFT AND SHI:** Considering accepting the request to utilize the State of Idaho's addendums to the NASPO ValuePoint Contracts # AR2488 and AR2472 for the purchase of an Intelligent Transportation Software package from SHI and Carahsoft in the amount of \$369,907.10 - Action Item (Transit Manager Seigneur)

VI. DISCUSSION ITEMS

Please note that identifying an item as an "Action Item" does not require the City Council to vote on that item.

- A. JOINT DISPATCH:** Requesting direction from the City Council with regard to a consolidated

communications center - Action Item (Chief Kuzik)

- B. STRATEGIC PLAN UPDATE:** Update and review of the City of Lewiston's Strategic Plan - Action Item (Mayor Johnson)
- C. BERT LIPPS REPAIR:** Update and discussion regarding the current status of Bert Lipps Pool - Action Item (Councilor Spickelmire)

VII. UNFINISHED AND NEW BUSINESS

- A. CITY COUNCILOR COMMENTS:** Comments shall not be related to an item currently before the City Council or an item that may come before the City Council in the foreseeable future, and shall be limited to comments, not discussion.
- B. CITY BOARDS AND COMMISSIONS LIAISON UPDATES**
- C. MAYOR COMMENTS**
- D. AGENDA TOPICS:** - Action Item

VIII. EXECUTIVE SESSION

Pursuant to Idaho Code § 74-206(1)(f), to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated - Action Item

IX. ADJOURNMENT - Action Item

The City of Lewiston is committed to providing access and reasonable accommodation in its services, programs, and activities and encourages qualified persons with disabilities to participate. If you anticipate needing any type of accommodation or have questions about the physical access provided at this meeting, please contact the City Clerk's Office at least forty-eight (48) hours in advance of the meeting at 208-746-3671, ext. 6202.

Proclamation

City of Lewiston, Idaho

WHEREAS, April is the Month of the Military Child, an opportunity to recognize military children for their resilient spirits, personal sacrifices, strong character and courage; and

WHEREAS, military children are part of the strength of our nation as they support and encourage their service members with a fierce patriotic spirit; and

WHEREAS, these children are a source of pride for the great State of Idaho and to us all, and it is only fitting that we take time to recognize their contributions; and

WHEREAS, military children continue to make significant contributions to family, community, and their nation as they endure prolonged and repeated absences of one or both parents; and

WHEREAS, a month-long salute will recognize that military children serve too and citizens of Idaho will be afforded the opportunity to don the color purple every Friday of April in support of these children;

NOW THEREFORE, I, Daniel Johnson, Mayor of the City of Lewiston, Idaho, do hereby proclaim the month of April as "**MONTH OF THE MILITARY CHILD**" in the City of Lewiston and encourage all citizens to show support for the children of military families by recognizing their sacrifices, resilience, and courage, and to thank the parents who serve to protect our freedoms.

IN WITNESS WHEREOF, I HAVE
HEREUNTO SET MY HAND AND SEAL
OF THE CITY OF LEWISTON, IDAHO, TO
BE AFFIXED HERETO THIS 1st DAY OF
APRIL, 2024.



DANIEL G. JOHNSON, MAYOR
LEWISTON, IDAHO

Proclamation

City of Lewiston, Idaho

WHEREAS, fair and equitable access to housing is a fundamental human right, essential for the well-being and dignity of all individuals and families; and

WHEREAS, April marks an opportune time to reaffirm our commitment to fostering inclusive communities and combating discrimination in housing; and

WHEREAS, the principles of fair housing promote diversity, equity, and opportunity, enriching the fabric of our neighborhoods and society as a whole; and

WHEREAS, despite progress, disparities and barriers in housing persist, necessitating ongoing efforts to eliminate discrimination based on race, color, national origin, religion, sex, familial status, disability, or any other protected characteristic;

NOW THEREFORE, I, Dan Johnson, Mayor of the City of Lewiston, proclaim April 2024 as **"FAIR HOUSING MONTH"**. Let us seize this month as a catalyst for education, awareness, and action to advance fair housing principles and practices.

I call upon all citizens, government agencies, businesses, organizations, and community leaders to redouble our commitment to fair housing and work collaboratively to ensure that every individual and family has access to housing free from discrimination and prejudice.

Together, let us strive to build inclusive communities where everyone can thrive, regardless of their background or circumstance.



IN WITNESS WHEREOF, I HAVE
HEREUNTO SET MY HAND AND SEAL
OF THE CITY OF LEWISTON, IDAHO, TO
BE AFFIXED HERETO THIS 1st DAY OF
APRIL 2024.

DANIEL G. JOHNSON, MAYOR
LEWISTON, IDAHO



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2024-12	AGENDA NO. V. A. AGENDA DATE: April 1, 2024
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) The resolution designates M.L. Albright & Sons, Inc. as the sole-source contractor for this project, involving the installation of a new stormwater line on 12th Street and the construction of an ADA-compliant pedestrian ramp just south of F Street. The project area falls within the construction site boundaries of the Nez Perce County Courthouse at 1230 Main Street. Coordination between stormwater line construction and the courthouse project is crucial for seamless integration. Addressing the issue now will optimize resource use and minimize disruptions to ongoing construction. Given the limited space at the courthouse's construction site and the necessity of coordinating with multiple stakeholders while managing overlapping work schedules, introducing another contractor at this point would not only pose logistical challenges but also make a competitive solicitation process impractical under these circumstances. Furthermore, M.L. Albright & Sons, Inc.'s role as the groundworks contractor for the courthouse project provides them with familiarity with the site dynamics and logistics. This familiarity enables the seamless integration of the new construction project into the ongoing courthouse construction, making them a practical and economically advantageous choice as the sole-source contractor.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) The Stormwater-related aspect of the project will be funded from the Stormwater Capital FY24 budget, while the ADA Ramp-related component will be financed through the Capital Transportation FY24 budget. There is no need for any budget amendments.	
ACTION PROPOSED Staff recommends that the City Council, as per Resolution 2024-12, declare M.L. Albright & Sons, Inc. as "sole Source" for the 12th Street Stormwater and ADA Pedestrian ramp Public Works construction project.	

RESOLUTION 2024-12

A SOLE SOURCE RESOLUTION DECLARING M.L. ALBRIGHT & SONS, INC. AS THE ONLY REASONABLY AVAILABLE VENDOR FOR THE 12TH STREET STORMWATER AND ADA PEDESTRIAN RAMP PUBLIC WORKS CONSTRUCTION PROJECT

WHEREAS, pursuant to Idaho Code § 67-2808(2)(a)(viii), a city may forgo the procurement requirements described in Idaho Code § 67-2806 and declare that there is only one (1) vendor reasonably available for public works construction to be acquired when competitive solicitation is impractical, disadvantageous, or unreasonable under the circumstances;

WHEREAS, the City of Lewiston (City) proposes an expenditure to procure public works construction, during fiscal year 2024, for the installation of a new stormwater line on 12th Street and an ADA pedestrian ramp on 12th Street just south of F Street (“12th Street Stormwater and ADA Pedestrian Ramp project”) to M.L. Albright & Sons, Inc. located in Lewiston, Idaho;

WHEREAS, the Nez Perce County Courthouse at 1230 Main Street is currently under construction, and the 12th Street Stormwater and ADA Pedestrian Ramp project is located within the perimeter of said construction site;

WHEREAS, due to the unique challenges posed by the limited space available at the courthouse’s construction site due to existing contractors utilizing the area for staging purposes and the logistical challenges of coordinating with multiple stakeholders to manage overlapping schedules, and in order to ensure a seamless integration of the 12th Street Stormwater and ADA Pedestrian Ramp project into the ongoing courthouse construction project, competitive solicitation would be financially unviable, impractical, disadvantageous, and/or unreasonable under the circumstances; and

WHEREAS, because M.L. Albright & Sons, Inc. is currently engaged as the groundworks contractor for the courthouse project, is already familiar with the site dynamics and logistics, and can ensure a seamless integration of the new construction project into the ongoing construction project, it is both practical and economically advantageous to designate them as the Sole Source for this construction project because doing so

will result in significant cost savings, eliminate delays, and reduce the risk of disruptions to the courthouse's construction timeline.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE
CITY OF LEWISTON, IDAHO:**

SECTION 1: The foregoing recitals are hereby incorporated into and made part of this resolution, including all defined terms therein.

SECTION 2: Pursuant to Idaho Code § 67-2808(2)(a)(viii), M.L. Albright & Sons, Inc. is declared to be the only reasonably available vendor to complete this work.

SECTION 3: The City proposes an expenditure to procure public works construction, during fiscal year 2024, for the 12th Street Stormwater and ADA Pedestrian Ramp project in an amount exceeding Fifty Thousand Dollars (\$50,000) but less than Two Hundred Thousand Dollars (\$200,000) from M.L. Albright & Sons, Inc.

SECTION 4: Notice of this sole source expenditure shall be published in the Lewiston Tribune at least fourteen (14) calendar days prior to contracting with M.L. Albright & Sons, Inc. for the 12th Street Stormwater and ADA Pedestrian Ramp project.

SECTION 5: After such fourteen (14)-day notice period, provided that no protest to this sole source resolution is lodged with the City within such notice period, City staff are hereby authorized to proceed with an expenditure to procure public works construction from M.L. Albright & Sons, Inc.

SECTION 6: This resolution shall become effective upon its passage.

PASSED this _____ day of _____ 2024.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk



M.L. ALBRIGHT & SONS, INC.

General & Excavation Contractors

6182 Lapwai Road
P.O. Box 603
Lewiston, ID 83501

Phone: (208) 743-2100
Fax: (208) 743-2166
Email: benw@mlalbright.com
Email: mlasons@mlalbright.com

PROPOSAL

To: City of Lewiston
Attn: Pat Severance
215 D St
Lewiston, ID 83501

Quote #: 3059_R1
Date: March 22, 2024
Phone #: 208-553-6809
Fax #:
Email: pseverance@cityoflewiston.org

Project: 12th St Storm Drain

Project #:
Bid Date:
Addendums:

Owner: City of Lewiston

We hereby submit an estimate for the following:

This quote is to install two sections of storm drain pipe and structures along 12th St in Lewiston. One section will be located at the intersection with Main St and the other section will be installed at the intersection of F St. The City will provide the ADS pipe and ML Albright will provide 68 ft of 12" C900, structures, labor, concrete surface repairs and street patching.

Phase I Includes:

Profit, Overhead & Mobilization	\$4,500.00
Removal of concrete, asphalt, existing manhole, and abandon existing storm pipe	\$8,000.00
Install 30 feet of City Supplied 12" Storm Drain Pipe	\$1,900.00
Supply & Install 68 ft of 12" C900 @ \$80 per foot	\$5,440.00
Supply and Install (3) Catch Basin @ \$2,400 ea	\$7,200.00
Street Patching	\$8,300.00
Concrete curbs, gutters, sidewalk and ADA Pedestrian ramp	\$12,000.00
Traffic Control	\$2,500.00

Subtotal \$49,840.00

Phase II Includes:

Profit, Overhead & Mobilization	\$2,250.00
Install 252 feet of City Supplied 12" Storm Drain Pipe	\$10,125.00
Supply and Install (2) Catch Basin @ \$2,400 ea	\$2,400.00
Supply & Install 16" Pipe Sleeve (1) at \$3,550 ea	\$3,550.00
Removal of Existing Pipe & Catch Basins	\$10,150.00
Traffic Control	\$1,775.00

Subtotal \$30,250.00

Add Alternate

Supply and Install (1) Doghouse Manhole @ \$5,800 ea	Subtotal \$5,950.00
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Bonds (1.5%)

Subtotal \$1,290.60

Excludes: Permits, Fees, Sales Tax, Bond, Testing, Survey, Layout, Rock Exc.

Pricing for all required materials to complete this proposal will be adjusted appropriately from bid date to date materials are ordered after acceptance of proposal. Proposal is subject to fuel surcharges.

We Propose hereby to complete the above described work for the sum of: \$87,330.60

If accepted, this quotation in its entirety shall be included in any contractual agreement between M.L. Albright & Sons and prime contractor.

If a contradiction occurs, between the terms of the contract and the terms of this quotation, the language of this quotation shall prevail.

Quote Valid For 30 Days

Payment Terms: Net 30 Days. (3% Transaction Fee For Credit/Debit Card Payments)

ACCEPTANCE OF PROPOSAL - All terms and conditions listed are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made per terms.

Ben Waldemarson

Proposal By: Ben Waldemarson

Signature:

Date:



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE INTELLIGENT TRANSPORTATION SOFTWARE PACKAGES FROM THE NASPO COOPERATIVE CONTRACT - CARAHSOFT AND SHI	AGENDA NO. V. B. AGENDA DATE: April 1, 2024
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) The Transit Department intends to utilize the State of Idaho's participating addendum PADD20210886 for Software House International and addendum PADD20210884 for Carahsoft Technology Corporation to the NASPO ValuePoint Cooperative competitively bid master agreements # AP2488 and AR2472 for the procurement of Intelligent Transportation Software. The purchase is intended for a 5-year contract. Over the past 14 years, Transit has relied on the same scheduling and dispatch software for both dial-a-ride and fixed-route services. Initially, the software's cost increased consistently by 5% annually. However, the recent annual increase has surged to 17% without offering new capabilities and with inadequate technical support. As a result, Transit sought a grant to help offset the cost of acquiring new, updated software.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) To maximize the utilization of the FTA 5339 grant funding of \$266,560, we propose initiating a 5-year contract and prepaying 3 years' worth of both fixed route and demand response software packages. This approach requires an additional \$36,707.10 from Transit reserves, which covers both fixed route and dial-a-ride packages. This amount supplements the allocated \$66,640 for the local match in Transit's 2024 budget.	
ACTION PROPOSED Staff recommends that the City Council accept the request to utilize the State of Idaho's addendums to the NASPO ValuePoint Contracts # AR2488 and AR2472 for the purchase of an Intelligent Transportation Software package from SHI and Carahsoft. The total amount for the first three (3) years, paid in full, is \$369,907.10. This amount will be covered by utilizing \$266,500 from FTA 5339 funds, \$66,640 from the FY24 budgeted funds for software, and an amendment to the FY24 budget for the additional \$36,707.10 from Transit Reserves.	



Memo

To: Mayor Johnson

From: Suzanne Seigneur, Transit Manager

Cc: Purchasing Department
Shannon Grow, Director, Community Development

Date: March 15, 2024

Re: 5 Year Purchase Agreements for Intelligent Transit System (ITS)
Software through the NASPO Procurement Cooperative

The Transit Department is requesting approval from the City Council for the procurement of Intelligent Transportation System (ITS) software utilizing Federal Transit Administration (FTA) grant funds, as outlined below:

Background: With the recent award of \$266,560 in FTA 5339 grant funds, coupled with a required \$66,640 in local match, the Transit Department has actively pursued the acquisition of both fixed route and demand response ITS software through the NASPO Cooperative Purchasing Program, under the guidance of the Purchasing Department.

Procurement Strategy: To maximize the utilization of the FTA 5339 grant funding, we propose initiating 5-year contracts and financing the purchase of 3 years' worth of both fixed route and demand response software packages upfront. This approach requires an additional \$36,707.10 from Transit reserves, supplementing the allocated \$66,640 for the local match in Transit's 2024 budget. The City Treasurer has confirmed that Transit possesses sufficient reserves to cover this additional amount, thereby ensuring optimal financial benefits from the grant.

Cost Breakdown:

	Yrs 1-2	Yrs 3
Fixed Route /Passio Technologies	\$101,878.22	137,773.10
Dial-a-Ride /Spare Labs	160,856.00	\$232,134.00
Total Cost of Both SW Packages	\$262,734.22	369,907.10

Memo



Funding Details:

	Federal	Local	Total
5339 Grant Funding	\$266,560	\$66,640.00	\$333,200.00
Cost of Software Over Grant Amount		\$36,707.10	\$36,707.10
Total Cost of Software	\$266,560	\$103,347.10	\$369,907.10

Request for Approval: Transit respectfully requests the City Council to approve the procurement of the two ITS software packages through the NASPO Procurement Cooperative, as follows:

1. The first agreement is for the Passio Technologies software through its reseller, SHI, in the amount of \$137,773.10.
2. The second agreement is for the Spare Labs software through its reseller, Carasoft, in the amount of \$232,134.00.

This procurement aligns with our commitment to enhancing transit services and leveraging available grant funds to their fullest potential. Your approval will enable us to proceed with these crucial acquisitions, ensuring the continued improvement of transportation services within our community.

Thank you for your attention to this matter. Should you have any questions or require further clarification, please do not hesitate to contact me.

PRICE QUOTATION
CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8585 | FAX (703) 871-8505
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



TO: Suzanne Seigneur
Transit Manager
City of Lewiston
Lewiston, ID USA

FROM: Casey Oesterle
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: sseigneur@cityoflewiston.org

EMAIL: Casey.Oesterle@carahsoft.com

PHONE: (208) 298-1344

PHONE: (571) 662-3010

FAX: (703) 871-8505

TERMS: Contract Number: AR2472
Contract Term: 6/23/2021 to 09/15/2026
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO: 42756281
QUOTE DATE: 01/29/2024
QUOTE EXPIRES: 02/28/2024
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$381,690.00
TOTAL QUOTE: \$381,690.00

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 1						
1	10-0110-00-491	Base Platform Build Spare Labs, Inc. - 10-0110-00		\$18,360.00	COOP 1	\$18,360.00
2	60-0120-00-491	Partner Success - Premium - annual fee Spare Labs, Inc. - 60-0120-00		\$10,800.00	COOP 1	\$10,800.00
3	60-0210-00-491	Implementation - Essentials (per hour fee) One-time fee Spare Labs, Inc. - 60-0210-00		\$450.00	COOP 16	\$7,200.00
4	10-0210-00-491	Base Vehicle Rate Per Vehicle Spare Labs, Inc. - 10-0210-00		\$2,970.00	COOP 7	\$20,790.00
5	20-0180-00-491	Notifications Pro - pricing is based on per active vehicle Spare Labs, Inc. - 20-0180-00		\$972.00	COOP 7	\$6,804.00
6	20-0140-00-491	Dispatch Package - pricing is based on per active vehicle Spare Labs, Inc. - 20-0140-00		\$1,080.00	COOP 7	\$7,560.00
7	20-0130-00-491	Optimization Package - pricing is based on per active vehicle Spare Labs, Inc. - 20-0130-00		\$1,512.00	COOP 7	\$10,584.00
8	30-0140-00-491	Spare SMS Per Vehicle Spare Labs, Inc. - 30-0140-00		\$0.00	COOP 7	\$0.00
YEAR 1 SUBTOTAL:						\$82,098.00
YEAR 2						
9	10-0110-00-491	Base Platform Build Spare Labs, Inc. - 10-0110-00		\$18,360.00	COOP 1	\$18,360.00
10	60-0120-00-491	Partner Success - Premium - annual fee Spare Labs, Inc. - 60-0120-00		\$10,800.00	COOP 1	\$10,800.00
11	10-0210-00-491	Base Vehicle Rate Per Vehicle Spare Labs, Inc. - 10-0210-00		\$2,970.00	COOP 7	\$20,790.00

PRICE QUOTATION

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LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
12	20-0180-00-491	Notifications Pro - pricing is based on per active vehicle Spare Labs, Inc. - 20-0180-00		\$972.00	COOP	7	\$6,804.00
13	20-0140-00-491	Dispatch Package - pricing is based on per active vehicle Spare Labs, Inc. - 20-0140-00		\$1,080.00	COOP	7	\$7,560.00
14	20-0130-00-491	Optimization Package - pricing is based on per active vehicle Spare Labs, Inc. - 20-0130-00		\$1,512.00	COOP	7	\$10,584.00
15	30-0140-00-491	Spare SMS Per Vehicle Spare Labs, Inc. - 30-0140-00		\$0.00	COOP	7	\$0.00
YEAR 2 SUBTOTAL:							\$74,898.00
YEAR 3							
16	10-0110-00-491	Base Platform Build Spare Labs, Inc. - 10-0110-00		\$18,360.00	COOP	1	\$18,360.00
17	60-0120-00-491	Partner Success - Premium - annual fee Spare Labs, Inc. - 60-0120-00		\$10,800.00	COOP	1	\$10,800.00
18	10-0210-00-491	Base Vehicle Rate Per Vehicle Spare Labs, Inc. - 10-0210-00		\$2,970.00	COOP	7	\$20,790.00
19	20-0180-00-491	Notifications Pro - pricing is based on per active vehicle Spare Labs, Inc. - 20-0180-00		\$972.00	COOP	7	\$6,804.00
20	20-0140-00-491	Dispatch Package - pricing is based on per active vehicle Spare Labs, Inc. - 20-0140-00		\$1,080.00	COOP	7	\$7,560.00
21	20-0130-00-491	Optimization Package - pricing is based on per active vehicle Spare Labs, Inc. - 20-0130-00		\$1,512.00	COOP	7	\$10,584.00
22	30-0140-00-491	Spare SMS Per Vehicle Spare Labs, Inc. - 30-0140-00		\$0.00	COOP	7	\$0.00
YEAR 3 SUBTOTAL:							\$74,898.00
YEAR 4							
23	10-0110-00-491	Base Platform Build Spare Labs, Inc. - 10-0110-00		\$18,360.00	COOP	1	\$18,360.00
24	60-0120-00-491	Partner Success - Premium - annual fee Spare Labs, Inc. - 60-0120-00		\$10,800.00	COOP	1	\$10,800.00
25	10-0210-00-491	Base Vehicle Rate Per Vehicle Spare Labs, Inc. - 10-0210-00		\$2,970.00	COOP	7	\$20,790.00
26	20-0180-00-491	Notifications Pro - pricing is based on per active vehicle Spare Labs, Inc. - 20-0180-00		\$972.00	COOP	7	\$6,804.00
27	20-0140-00-491	Dispatch Package - pricing is based on per active vehicle Spare Labs, Inc. - 20-0140-00		\$1,080.00	COOP	7	\$7,560.00
28	20-0130-00-491	Optimization Package - pricing is based on per active vehicle Spare Labs, Inc. - 20-0130-00		\$1,512.00	COOP	7	\$10,584.00
29	30-0140-00-491	Spare SMS Per Vehicle Spare Labs, Inc. - 30-0140-00		\$0.00	COOP	7	\$0.00

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190

PHONE (703) 871-8585 | FAX (703) 871-8505

WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 4 SUBTOTAL:						\$74,898.00
YEAR 5						
30	10-0110-00-491	Base Platform Build Spare Labs, Inc. - 10-0110-00		\$18,360.00	COOP 1	\$18,360.00
31	60-0120-00-491	Partner Success - Premium - annual fee Spare Labs, Inc. - 60-0120-00		\$10,800.00	COOP 1	\$10,800.00
32	10-0210-00-491	Base Vehicle Rate Per Vehicle Spare Labs, Inc. - 10-0210-00		\$2,970.00	COOP 7	\$20,790.00
33	20-0180-00-491	Notifications Pro - pricing is based on per active vehicle Spare Labs, Inc. - 20-0180-00		\$972.00	COOP 7	\$6,804.00
34	20-0140-00-491	Dispatch Package - pricing is based on per active vehicle Spare Labs, Inc. - 20-0140-00		\$1,080.00	COOP 7	\$7,560.00
35	20-0130-00-491	Optimization Package - pricing is based on per active vehicle Spare Labs, Inc. - 20-0130-00		\$1,512.00	COOP 7	\$10,584.00
36	30-0140-00-491	Spare SMS Per Vehicle Spare Labs, Inc. - 30-0140-00		\$0.00	COOP 7	\$0.00
YEAR 5 SUBTOTAL:						\$74,898.00
SUBTOTAL:						\$381,690.00
TOTAL PRICE:						\$381,690.00
TOTAL QUOTE:						\$381,690.00

Supplementary Conditions for Procurement Under NASPO Contract #AR2472, for Carahsoft Technology Corporation, Reseller for Spare Labs Software

Supplementary Conditions for the Procurement of Spare Labs Software from Carahsoft Technology Corp. (Carahsoft) Reseller under the NASPO Procurement Cooperative

1. **Scope of Application:** These supplementary conditions apply to the procurement of Spare Lab's software products through Carahsoft Technology Corporation, a designated reseller, under the NASPO (National Association of State Procurement Officials) procurement cooperative, NASPO contract number AR2472. Funding for this procurement is provided by the Federal Transit Administration, CDFA number 20.526, Federal Award Identification Number (FAIN) 1722-2024-4 and Idaho Transportation Department agreement #C2479LT.

The scope of this purchase from the NASPO Procurement Cooperative is for obtaining a transit scheduling software in software as a service (SAAS) web platform in order to better streamline on demand and paratransit scheduling and dispatching processes and procedures. The system should include capabilities for transit trip reservations for on demand and paratransit services such as scheduling and dispatching trips including trip optimization and driver and rider communications. The software should be easy-to-use and services should be easy to update and maintain.

Below is a breakdown of the Spare Labs products and quantities to be procured:

SPARE LABS PRODUCTS	QUANTITY	COST EACH	DISCOUNT	TOTAL COST PER ITEM	TOTAL 1 YEAR COST
One Time Fees					\$7,200
Implementation Fee	1	\$8,000	10%	\$7,200	
Platform Fees					\$29,160
Demand Response Base Platform	1	\$20,400	10%	\$18,360	
Customer Success, Premium	1	\$12,000	10%	\$10,800	
Recurring Per-Vehicle Annual Fee	# of Vehicles				\$49,518
Base Dedicated Vehicle	7	\$3,300	10%	\$20,790	
Add-on Notification Module	7	\$1,080	10%	\$6,604	
Add-on Dispatch Module	7	\$1,200	10%	\$7,560	
Add-on Optimization Module	7	\$1,680	10%	\$10,584	
Add-on SMS Texting (waived if 5 yr. contract)	7	\$600	10%	\$3,780	
TOTAL					\$85,878

2. Pricing and Payment Terms:

Service Period: This agreement is for 5 years in total, from April 15, 2024 to April 15, 2029. Carahsoft Technology Corporation understands that the City of Lewiston is strictly bound by Article VIII, § 3 of the Idaho Constitution, which prohibits the City of Lewiston from incurring any indebtedness or liability, in any manner, beyond its current fiscal year, which is October 1 through September 30. All Renewal Terms are wholly contingent upon the annual appropriation of funds for the products and Services provided by Carahsoft Technology Corporation to the City of Lewiston in accordance with these Terms. Said appropriations may be made solely at the option and discretion of the City of Lewiston. In the event the City of Lewiston does not appropriate funds for said products and Services for an ensuing fiscal year, for any reason, the City of Lewiston may terminate its use of said products and Services and these Terms without penalty. The City of Lewiston shall give prompt written notice to Carahsoft Technology Corporation attesting to the non-appropriation of funds and the effective date of termination, and no financial obligations shall accrue after the effective date of said termination.

AGREEMENT YEAR	ANNUAL COSTS	TO PAY INITIALLY	ANNUAL COSTS AFTER PAYMENT
1	\$85,878	\$85,878	0
2	\$78,678	\$78,678	0
3	\$78,678	\$78,678	0
4	\$78,678	0	\$78,678
5	\$78,678	0	\$78,678
Minus SMS Text Fee if 5 Yr. Contract	-\$18,900	-\$11,340	-\$7,560
TOTALS	\$381,690 5 yr.	\$231,894	\$149,796

1. Payment Terms:

1. Initial payment of \$231,894 will be provided at time of order to cover contract terms and payment for the first three years starting at the time of contract execution.
2. The following 4th year payment will be \$74,898 and due the beginning of the 4th year after contract execution.
3. The 5th year payment will be \$74,898 and due the beginning of the 5th year after contract execution.
2. The City of Lewiston is exempt from state sales tax and federal excise tax. Therefore, these taxes are not to be included in the pricing. The City will provide applicable Tax Exemption Certificates upon request.

3. **Compliance with FTA Regulations:** The vendor shall adhere to all Federal Transit Administration (FTA) requirements, including but not limited to disadvantaged business enterprise (DBE) requirements, and Title VI regulations. All parties involved in this procurement process acknowledge and agree to comply with the FTA regulations governing transit-related procurements, in addition to the regulations outlined by NASPO.
4. **Documentation and Certification:** Carahsoft, as the reseller of Spare Labs software, agrees to provide all necessary documentation and certifications required under the FTA regulations to ensure compliance with transit procurement standards.
5. **Transparency and Non-Discrimination:** The procurement process shall be conducted transparently and without discrimination, consistent with the principles outlined by NASPO and the FTA.
6. **Intellectual Property Rights:** Carahsoft and Spare Labs warrant that they hold all necessary intellectual property rights to provide the software products procured under this agreement. Any intellectual property disputes shall be resolved in accordance with the provisions of the FTA.
7. **Data Protection and Privacy:** Carahsoft and Spare Labs shall adhere to all data protection and privacy regulations outlined by the FTA, NASPO, and relevant national laws. Measures shall be taken to ensure the security and confidentiality of any data collected or processed through the software products provided.
8. **Dispute Resolution:** Any disputes arising from the interpretation or implementation of these supplementary conditions shall be resolved amicably through negotiation between the parties. In case of failure to reach a resolution, disputes shall be settled in accordance with the dispute resolution mechanisms outlined by NASPO and the FTA.
9. **Subcontracting and Outsourcing:** Carahsoft and/or Spare Labs shall notify the procuring entity of any subcontracting or outsourcing arrangements related to the provision of Spare Labs' software products.
10. **Modification and Termination:** These supplementary conditions may be modified or terminated by mutual agreement of the parties, subject to the provisions of NASPO, the FTA, and any relevant national laws governing procurement.
11. **Effective Date:** These supplementary conditions shall take effect upon execution of the procurement contract between the City of Lewiston and Carahsoft, and shall remain in force for the duration of the contract period of 5 years.

State of Idaho Requirements: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. **Anti-Boycott against Israel Act:** If this Agreement: (1) is to acquire or dispose of services, supplies, information technology, or construction; (2) has a total potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Consultant is a company with ten (10) or more employees, then, pursuant to Idaho Code § 67-2346, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.
2. **No Public Funds for Abortion Act:** Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion

provider, as those terms are defined in the “No Public Funds for Abortion Act,” Idaho Code §§ 18-8701 *et seq.*

3. Contract with Company Owned or Operated by the Government of China Prohibited: If this Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Consultant certifies that Consultant is not a company currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms “company” and “government of China” shall have the meanings ascribed to them in Idaho Code § 67-2359.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the last day and year written below (“Effective Date”).

DATED this _____ day of _____, 20____.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

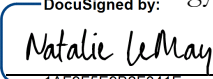
ATTEST:

Tanya Brocke, City Clerk

DATED this ²¹_____ day of March, 20²⁴_____.

Vendor

Carahsoft Technology Corporation

By:  _____
DocuSigned by:
1AF9F5E9B2F041E...

Title: State & Local Contracts Manager

City of Lewiston

PROPOSAL FORM

NASPO CONTRACT #AR2472

Having read the specifications and noted and described any exceptions, the proposer hereby proposes to manufacture and/or furnish to the City of Lewiston, subject to acceptance of this proposal, the software as per the attached specifications.

NAME OF BUSINESS: Carahsoft Technology Corp.

ADDRESS: 11403 Sunset Hills Rd, Suite 100, Reston VA 20190

TECHNICAL SUPPORT —Name and Address of Entity:

AUTHORIZED SIGNATURE FOR PROPOSER

DocuSigned by:

Natalie LeMay

1AF9F5E9B2F041E...

PRINTED NAME & TITLE State & Local Contracts Manager

TELEPHONE 703-871-8500

EMAIL natalie.lemay@carahsoft.com

FEDERAL TERMS AND CONDITIONS

This procurement is being funded, in whole or in part, with federal funds through the Federal Transit Administration (FTA). As consequence of that funding, the following FTA mandated provisions are included in this procurement.

NATIONAL DEFENSE AUTHORIZATION ACT

Section 5323(u)(1) generally prohibits FTA funding of procurements of rolling stock from any manufacturer that is “owned or controlled by, is a subsidiary of, or is otherwise related legally or financially to a corporation based in” certain foreign countries. A country is covered by the restriction if it—

“(i) is identified as a nonmarket economy country (as defined in section 771(18) of the Tariff Act of 1930 (19 U.S.C. 1677(18))) as of [December 20, 2019];

“(ii) was identified by the United States Trade Representative in the most recent report required by section 182 of the Trade Act of 1974 (19 U.S.C. 2242) as a foreign country included on the priority watch list defined in subsection (g)(3) of that section; and

“(iii) is subject to monitoring by the Trade Representative under section 306 of the Trade Act of 1974 (19 U.S.C. 2416).”

NO OBLIGATION BY THE FEDERAL GOVERNMENT

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any

statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

49 U.S.C. § 5325(g), 2 C.F.R. § 200.333, 49 C.F.R. part 633

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) A-4 years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CIVIL RIGHTS LAWS AND REGULATIONS

Civil Rights and Equal Opportunity

The City of Lewiston is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for A-26 employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of

U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § A-27 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.

ENERGY CONSERVATION

42 U.S.C. 6321 et seq. 49 C.F.R. part 622, subpart C

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

TERMINATION

2 C.F.R. § 200.339, 2 C.F.R. part 200, Appendix II (B)

1. Termination for Convenience. The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

2. Termination for Default [Breach or Cause]. If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

3. Opportunity to Cure. In the case of a termination for breach or default, the City may, in its sole discretion, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4. Waiver of Remedies for any Breach. In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

2 C.F.R. part 180, 2 C.F.R part 1200, 2 C.F.R. § 200.213, 2 C.F.R. part 200 Appendix II (I),

Executive Order 12549, Executive Order 12689

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. The provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the City of

Lewiston. If it is later determined by the City that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q 33, U.S.C. §§ 1251-1387, 2 C.F.R. part 200, Appendix II (G)

The Contractor agrees: 1) It will not use any violating facilities; 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;" 3) It will report violations of use of prohibited facilities to FTA; and 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

CLEAN WATER

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 – 1377. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

CARGO PREFERENCE REQUIREMENTS

46 U.S.C. § 55305, 46 C.F.R. part 381

Cargo Preference - Use of United States-Flag Vessels The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

FEDERAL CERTIFICATIONS

LOBBYING RESTRICTIONS (3 Pages-Page 1)

31 U.S.C. § 1352, 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (J), 49 C.F.R. part 20

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering A-48 into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

LOBBYING RESTRICTIONS (3 Pages-Page 2)

The Contractor, Carahsoft Technology Corp., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

DocuSigned by:

Natalie LeMay

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Signature of Contractor's Authorized Official

State & Local Contracts Manager

Name and Title of Contractor's Authorized Official

3/21/2024 | 11:11 AM PDT

Date

Approved by OMB No. 0348-0046

DISCLOSURE OF LOBBYING ACTIVITIESComplete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See Reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency: 	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known: 	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(Including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

VIOLATION AND BREACH OF CONTRACT

2 C.F.R. § 200.326, 2 C.F.R. part 200, Appendix II (A)

The City of Lewiston shall have the following rights in the event that the City deems the Contractor guilty of a breach of any term under the Contract. 1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors; 2. The right to cancel this Contract as to any or all of the work yet to be performed; 3. The right to specific performance, an injunction or any other appropriate equitable remedy; and A-76 4. The right to money damages. For purposes of this Contract, breach shall include [the City to define]. Rights and Remedies of Contractor Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the City of Lewiston, the Contractor expressly agrees that no default, act or omission of the City shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the City directs Contractor to do so) or to suspend or abandon performance. Remedies Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the City will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the City takes action contemplated herein, the City will provide the Contractor with sixty (60) days written notice that the City considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City's Purchasing Coordinator. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the

Purchasing Coordinator. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Purchasing Coordinator shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

The Vendor, Carahsoft Technology Corp., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

DocuSigned by:
Natalie LeMay Signature of Vendor's Authorized Official
1AF9F5E8B2F041E...

State & Local Contracts Manager Name and Title of Vendor's Authorized Official

3/21/2024 | 11:11 AM PDT Date

FLY AMERICA

49 U.S.C. § 40118, 41 C.F.R. part 301-10, 48 C.F.R. part 47.4

a) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

b) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

c) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

d) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

Statement of Unavailability of U.S.-Flag Air Carriers. International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

A-44 (End of statement) e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

DISADVANTAGED BUSINESS ENTERPRISE

49 CFR Part 26

(a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

(b) The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(c) If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

(d) If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(e) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 10 working days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 10 working days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 10 working days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

(f) The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt Payment and Return of Retainage (1 page)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 calendar days from the receipt of each payment the prime contractor receives from the Authority. The prime contractor agrees further to return retainage payments (if any) to each subcontractor within 30 calendar days after the subcontractor(s)' work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for a good cause following written approval of the Authority. This clause applies to both DBE and non-DBE subcontractors.

The subcontractors must notify the State Contract Manager of prime contractor noncompliance with the prompt payment provisions. Upon receipt of such notification, the State will investigate and take appropriate action.

By affix of signature, Contractor hereby agrees to abide by the above-listed requirements and agrees to supply appropriate documentation:

Date 3/21/2024 | 11:11 AM PDT

Signature  1AF9F5E9B2F041E...

Printed Name Natalie LeMay

Company Name Carahsoft Technology Corp.

Title State & Local Contracts Manager

Privacy Act (1 Page-Page 1}**5 U.S.C. 552**

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Date 3/21/2024 | 11:11 AM PDT

Signature  1AF9F5E9B2F041E...

Printed Name Natalie LeMay

Company Name Carahsoft Technology Corp.

Title State & Local Contracts Manager

Compliance with Federal Transit Administration (FTA) and Other Federal Requirements and Clauses (1 page)

The (bidder) is responsible for ensuring its compliance with all applicable Federal Transit Administration (FTA) requirements. Additionally, the Contractor is responsible for ensuring that subcontractors, at as many tiers of the Project as required, perform in accordance with the contract terms, conditions, and specifications, including all applicable FTA requirements.

Upon request of the Authority or FTA, the Contractor shall provide evidence of the steps it has taken to ensure its compliance with the FTA requirements, as well as proof of the steps it has taken to ensure subcontractor performance, and submit evidence of subcontractor's compliance, at all tiers.

Date 3/21/2024 | 11:11 AM PDT

Signature  1AF9F5E9B2F041E...

Printed Name Natalie LeMay

Company Name Carahsoft Technology Corp.

Title State & Local Contracts Manager

ACCESS FOR INDIVIDUALS WITH DISABILITIES

49 U.S.C. § 5301(d)

The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with

29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a) The City of Lewiston and its sub recipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or

Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Covered Foreign Country means the People's Republic of China.

· (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

Other Federal Requirements

The following are not Federal clauses but requirements.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit

Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements

To the extent not inconsistent with foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with

the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Restrictions

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Veterans Preference.

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Organizational Conflicts of Interest

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third

Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Safe Operation of Motor Vehicles.

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

The Vendor, Carahsoft Technology Corp., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

Natalie LeMay Signature of Vendor's Authorized Official
DocuSigned By: 1AF9F5E9B2F041E...

Natalie LeMay, State & Local Contracts Manager
 Name and Title of Vendor's Authorized Official

3/21/2024 | 11:11 AM PDT Date

CLOUD SOLUTIONS 2016-2026
Lead by the State of **Utah**

Master Agreement #: AR2472

Contractor: **CARAHSOFT TECHNOLOGY CORPORATION**

Participating Entity: **STATE OF IDAHO**

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

- Snowflake Cloud Data Lake, in accordance with the Snowflake Terms of Service incorporated into this Agreement as **Appendix A**. The State reserves the right to add other products or services as it deems appropriate, upon mutual written amendment of this Agreement.
- Brainstorm QuickHelp Microsoft 365 Training solution. The State reserves the right to add other products or services as it deems appropriate, upon mutual written amendment of this Agreement.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers **Cloud Solutions** lead by the State of *Utah* for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Idaho. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Access to Cloud Solutions Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.

Pursuant to Idaho Code Section 67-827A and policy established by the Idaho Office of the Governor's Information Technology Services (ITS), Idaho state agencies are required to

CLOUD SOLUTIONS 2016-2026

Lead by the State of Utah

receive approval from ITS prior to purchasing certain types of IT property, including the goods and services covered by this agreement. The Contractor shall not fulfill orders placed by Idaho state agencies unless it receives confirmation from the agency that ITS has given approval. This requirement does not apply to other public agencies in the state.

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

Contractor

Name:	Jenna Tabatabaian Phillip Carroll
Address:	11493 Sunset Hills Road, Suite 100, Reston, VA 20190
Telephone:	703-889-9726 703-673-3506
Fax:	703-871-8505
Email:	jenna.tabatabaian@CARAHSOFT.COM phillip.carroll@CARAHSOFT.COM

Participating Entity

Name:	Justin Gross
Address:	650 W State Street, Rm 100
Telephone:	208-332-1612
Fax:	208-327-7320
Email:	justin.gross@adm.idaho.gov

5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

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

Participating Entity must check one of the boxes below.

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

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

CLOUD SOLUTIONS 2016-2026
Lead by the State of Utah

5.1 Reporting and Administrative Fee.

- a. **Idaho Administrative Fee.** A one and one-quarter percent (1.25%) Administrative Fee will apply to all purchases made under this PADD by any Purchasing Entity. On a quarterly basis, the Contractor shall remit to the Division of Purchasing an amount equal to 1.25% of the Contractor's net (sales minus credits) quarterly sales made under the PADD. Pricing has been adjusted to incorporate the Administrative Fee so that the price to Purchasing Entities will reflect the adjustment. Notwithstanding the adjustment, all pricing updates and other terms and conditions of pricing shall be as set forth in the state of Utah Master Agreement (Master Agreement # AR2472). Administrative Fee Payment checks must be made out and mailed to:

State of Idaho Division of Purchasing
P.O. Box 83720
Boise, ID 83720-0075

- b. **Reporting Timeline.** Administrative Fee payments and reports to DOP are due no later than thirty (30) calendar days after the end of each calendar quarter as detailed below:

1st Quarter: July 1 – September 30
2nd Quarter: October 1 – December 31
3rd Quarter: January 1 – March 31
4th Quarter: April 1 – June 30

- c. **Required Reports.** Two (2) quarterly reports must accompany each Administrative Fee payment and be furnished electronically in Microsoft Excel format. The required reports are: 1) PADD Summary Usage Report; and 2) Detailed Usage Report. The PADD Summary Usage Report can be found on the "Information for Vendors" page of DOP's website: <https://purchasing.idaho.gov/information-for-vendors/>. The Detailed Usage Report template is attached to this PADD as **Attachment 1**. The reports must be emailed to: purchasing@adm.idaho.gov.
- d. **Future Submission.** If, during the term of this agreement, the state implements a method of collecting usage reports or Administrative Fees electronically through its

CLOUD SOLUTIONS 2016-2026
Lead by the State of **Utah**

statewide ERP system or other electronic system, Contractor agrees to submit its reports or Administrative Fee payments using that system.

5.2 Governing Law. This PADD and all orders placed thereunder by Purchasing Entities shall be construed in accordance with, and governed by the laws of the state of Idaho, and the parties consent to the jurisdiction and exclusive venue of the state courts of Ada county in the state of Idaho in the event of any dispute with respect to the PADD.

5.3 Assignment, Merger, Consolidation or Change of Contractor.

- a. **Application of Idaho Statutes.** Assignments, mergers, consolidations, and changes of the Contractor under this Agreement are subject to the provisions of Idaho Code section 67-1027 and 67-9230.
- b. **Consent to Assign.** Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from the Agreement, or delegate any of its performance obligations, without the express written consent of the DOP Administrator and the Idaho Board of Examiners.
- c. **Consent to Change of Contractor.** Any entity into which Contractor may be merged or with which it may be consolidated, any entity resulting from any merger or consolidation to which Contractor is a party, or any entity succeeding to the business of Contractor without first obtaining the prior written approval of the Administrator of the DOP and the Idaho State Board of Examiners.
- d. **Effect of Non-Compliance.** At the option of the DOP Administrator, transfer without approval required by this section shall cause the annulment of the Contract. All rights of action for any breach of this Contract are reserved to the State notwithstanding such annulment. As provided in Idaho Code section 67-1027, the State shall not be obligated to pay the assignee until the assignment is recognized by the Idaho Board of Examiners and no damages shall accrue to Contractor or the assignee arising from the State's assignment and payment processes pursuant to Idaho Code sections 67-1027 and 67-9230.

5.4 Amendments. Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will

automatically be incorporated into this PADD unless the Participating Entity elects not to incorporate an amendment by providing written notification to Contractor within ten (10) business days of the date the Participating Entity receives notice of the amendment to the Master Agreement. Failure of the Participating Entity to provide notice in accordance with this section 5.4 will result in the Master Agreement amendment automatically being incorporated in this PADD. In the event the Participating Entity does not elect to incorporate an amendment into this PADD, the Contractor may terminate this PADD upon thirty (30) calendar days' written notice to the Participating Entity.

5.5 Insurance.

- a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:
 - 1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
 - 2) CLOUD MINIMUM INSURANCE COVERAGE:

PARTICIPATING ADDENDUM**CLOUD SOLUTIONS 2016-2026**

Lead by the State of Utah



Level of Risk	Data Breach and Privacy/Cyber Liability including Technology Errors and Omissions Minimum Insurance Coverage	Crime Insurance Minimum Insurance Coverage
Low	\$2,000,000	\$2,000,000

Moderate	\$5,000,000	\$5,000,000
High	\$10,000,000	\$10,000,000

- 3) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
 - 4) Professional Liability. As applicable, Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, written on an occurrence form that provides coverage for its work undertaken pursuant to each Participating Addendum.
- c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.
 - d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed

in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

- e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

5.6 Termination for Convenience. The Participating Entity may terminate this PADD for its convenience, in whole or in part, with or without cause, upon thirty (30) calendar days' written notice to the Contractor specifying the date of termination. Participating Entity shall not be entitled to a refund of any fees paid if Participating Entity exercises its termination for convenience rights.

5.7 Termination for Default.

- a. The Participating Entity may terminate the PADD when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed thirty (30) calendar days, unless such longer period of time is mutually agreed upon between the parties in writing. The Participating Entity, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payments due.
- b. A Purchasing Entity may terminate an order when the Contractor has been provided written notice of default or non-compliance and fails to cure such breach or non-compliance within thirty (30) calendar days of receiving written notice of said breach or non-compliance.

5.8 Public Records, Trade Secrets, and Non-Public Information.

- a. The Idaho Public Records Law, Idaho Code Title 74, Chapter 1 ("the Act"), allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State Agency or a local agency (political subdivision of the state of Idaho) regardless of the physical form or character. All, or most, of the documents related to this Agreement will be public records subject to disclosure under the Act.
- b. The Act contains certain exemptions to the open inspection and copying of public records, including an exemption for trade secrets. The Act defines trade secrets to "include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy." The Act also defines other records that may be exempt from public disclosure.
- c. If Contractor considers any material that it provides related to this Agreement to be a trade secret, or otherwise protected from disclosure, Contractor must so indicate by marking as "exempt" **each page** containing such information. Marking an entire document as exempt is not acceptable or in accordance with the Act and will not be

honored. A legend or statement on one (1) page that all or substantially all of the document is exempt from disclosure is not acceptable or in accordance with the Act and will not be honored. Prices provided in relation to this Agreement are not trade secrets. The State, to the extent allowed by law, will honor a designation of nondisclosure. Any questions regarding the applicability of the Act should be addressed to Contractor's own legal counsel prior to submission of the potentially exempt document. The Division of Purchasing will not provide interpretations of the Act.

- d. When submitting documents identified by Contractor as exempt, Contractor must:
 - i. Identify with particularity the precise text, illustration, or other information contained within each page marked "exempt" (it is not sufficient to simply mark the entire page). The specific information you deem "exempt" within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise be clearly distinguished from other text or other information and be specifically identified as "exempt."
 - ii. Provide a separate document entitled "List of Redacted Exempt Information," which provides a succinct list of all exempt material noted in your submitted documents. The list must identify the page/section/paragraph number where the exempt information appears, the title of the section/paragraph where the exempt information appears, the specific portions of text or other information that is claimed to be exempt; or must identify the exempt information in a manner otherwise sufficient to allow the State to determine the precise material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure.
 - iii. Submit a redacted copy of the document with all trade secret and exempt information removed or blacked out. The redacted copy must be submitted electronically, with the word "redacted" in the file name, whether the Proposal is submitted manually or electronically.
- e. Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring a designation of exempt or for the Vendor's failure to designate individual documents as exempt. The Vendor's failure to designate as exempt any document or portion of a

document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by the Vendor, the Vendor shall provide the legal defense for such claim.

- 5.9 Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.
- 6 Subcontractors: All contactors, dealers, and resellers authorized in the State of Idaho, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
- 7 Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

CLOUD SOLUTIONS 2016-2026

Lead by the State of Utah

8 Price Schedule:

Price Schedule	
Item	Prices
1. Firm and fixed total cost for IMPLEMENTATION (Quick Start*) of the Cloud-Based Data Lake Solution.	\$19,800.00
2. Firm and fixed total cost for access to online user training and administration training resources (If they are not publicly available).	\$0.00
3. Price for three full years of cloud data storage (average expected data volume=2.20TB/mo) with compression & encryption on store for each of the following cloud platforms: AWS, Azure, Google.	\$146,027.06 of Snowflake capacity; to be burned down at the following rates: AWS: \$23.00 TB/mo Azure: \$23.00 TB/mo Azure Government: \$39.00 TB/mo Google: \$20.00 TB/mo
4. Price for three full years of compute credits for system compute functions on each cloud platform mentioned in #3 above	\$146,027.06 of Snowflake capacity; to be burned down at the following rates: AWS: \$3.41/credit Azure: \$3.41/credit Azure Government: \$4.77/credit Google: \$3.41/credit
5. Price for three full years for a redundant data lake implementation as a "hot backup/failover" on a separate cloud platform than the one where the production system is deployed	\$ - Included in the price above.
Grand Total, Items 1 through 5:	\$165,827.06

(* Setup, configure, testing, install/configure required connectors, configuration and administration documentation, and basic administrator training.)

NASPO ValuePoint
PARTICIPATING ADDENDUM



CLOUD SOLUTIONS 2016-2026

Lead by the State of Utah

TERMS: Contract Number: AR2472
 Contract Term: 6/23/2021 to 09/15/2028
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Sales Tax May Apply

QUOTE NO: 28784546
QUOTE DATE: 07/01/2021
QUOTE EXPIRES: 07/31/2021
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$58,030.00

TOTAL QUOTE: \$58,030.00

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	QuickHelp	BrainStorm's QuickHelp SaaS platform provides end user training on all MS Office365 applications. DigitalBlue Software - QuickHelp		\$8.29 COOP	7000	\$58,030.00
SUBTOTAL:						\$58,030.00
TOTAL PRICE:						\$58,030.00
TOTAL QUOTE:						\$58,030.00

BrainStorm's QuickHelp SaaS platform provides end user training on all MS Office365 applications. Includes a self-help portal complete with: 1,000s of learning assets including videos, PDF, events, checkpoints, polls, assessments - 30+ live moderated events per month. Reporting, tracking, completion rates, API integration with existing systems - SSO/Office Graph Integration for real-time data and impact tracking - Languages supported: On-demand content is available with closed captioning. Existing translation is provided via BING Translate, but the ability exists to upload your own closed captioning. Annual Subscription. Minimum purchase required of quantity 500 licenses. Training is available 24/7, 365 days a year.

Effective date: 7/15/21
 Length of term: 15-Months
 Quantity of authorized Users: Not to exceed 7000
 Name of Licensee (if different than above):
 Licensee's address (if different than above):
 Included third-party software: None

CLOUD SOLUTIONS 2016-2026
Lead by the State of Utah

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

Participating Entity: State of Idaho	Contractor: Carahsoft Technology Corp.
Signature: Justin Gross Digitally signed by Justin Gross Date: 2021.07.16 10:03:06 -06'00'	Signature: Kristina Smith
Name: Justin Gross	Name: Kristina Smith
Title: Procurement Supervisor	Title: Contracts Manager
Date: 7/16/2021	Date: 7/16/2021

Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

Snowflake Terms of Service

1. USE OF SERVICE

1.1. Service Provision and Access; Client Software. Snowflake will make the Service available to Customer for the Subscription Term solely for use by Customer and its Users in accordance with the terms and conditions of this Agreement, the Documentation, and the Order Form. Customer may permit its Contractors and Affiliates to serve as Users provided that any use of the Service by each such Contractor or Affiliate is solely for the benefit of Customer or such Affiliate. Customer shall be responsible for each User's compliance with this Agreement. To the extent use of a Service requires Customer to install Client Software, Snowflake grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive license during the Subscription Term to use the object code form of the Client Software internally in connection with Customer's and its Affiliates' use of the Service, subject to the terms and conditions of this Agreement and the Documentation.

During the term of this Agreement, Customer accepts that Snowflake will grant to a reseller (or resellers) the non-exclusive right to resell the Service to Customer pursuant to the terms set forth in this Agreement and the definitive terms entered into by and between Snowflake and said reseller (or resellers). For the avoidance of doubt, the foregoing does not prohibit Snowflake from selling the Service directly to the Customer. Customer may procure use of any Service from an authorized reseller of Snowflake ("Reseller") pursuant to a separate Reseller Order Form that references this Agreement. Customer's use of any Service procured through a Reseller will be subject to the terms of this Agreement and all fees payable for such use shall be payable pursuant to the terms set forth in the Reseller Order Form.

1.2. Affiliates. Customer Affiliates may purchase services from Snowflake by executing an Order Form or Statement of Work ("**SOW**") which is governed by the terms of this Agreement. This will establish a new and separate agreement between the Customer Affiliate and the Snowflake entity signing such Order Form. If the Customer Affiliate resides in a different country than Customer, then the Order Form may include modifications to terms applicable to the transaction(s) (including but not limited to tax terms and governing law).

1.3. Compliance with Applicable Laws. Snowflake will provide the services in accordance with its obligations under laws and government regulations applicable to Snowflake's provision of the services to its customers generally, including, without limitation, those related to data privacy and data transfer, international communications, and the exportation of technical or personal data, without regard to Customer's particular use of the services and subject to Customer's use of the services in accordance with this Agreement.

1.4. Sample Data; Third Party Applications. Snowflake may make Sample Data available for Customer. Customer acknowledges that Sample Data is example data only, which may not be complete, current, or accurate. Customer will not (and will not permit any third party to) copy or export any Sample Data and agrees that Snowflake may delete or require Customer to cease using Sample Data at any time upon advance notice. Snowflake may also provide URL links or interconnectivity within the Service to facilitate Customer's use of Third Party Applications, at Customer's sole discretion. Notwithstanding the foregoing, any procurement or use of Third Party Applications are solely between Customer and the applicable third party and Snowflake will have no liability for such Third Party Applications.

1.5. Customer-Controlled Data Sharing Functionality.

(a) Generally. The Service includes the capability for Customer, at its option and in its sole discretion, to share Customer Data with other Customer-designated Snowflake customers and/or Read Only Users (as defined below), and to access or use data from other Snowflake customers, as further described in the Documentation. The Snowflake customer sharing its data is a "Provider," and the Snowflake customer accessing or using shared data is a "Consumer."

(b) When Customer is Provider. Provider may, at its option and in its sole discretion, grant Consumer access to designated sets of Provider's Customer Data as further described in the Documentation. Provider acknowledges and agrees that: (1) Consumers will have the access designated by Provider (including to view, download, and query the Customer Data) and that it is Provider's sole responsibility to evaluate any risks related to its sharing of Customer Data with Consumers; and (2) Snowflake has no control over, and will have no liability for, any acts or omissions of any Consumer with respect to Provider's sharing of Customer Data. At all times Provider remains responsible for its Customer Data as set forth in the Agreement.

(c) When Customer is Consumer. By accessing or using Provider's data, Consumer acknowledges that (1) Snowflake has no liability for such data or Consumer's use of such data, (2) Snowflake may collect information about Consumer's use of and access to the Service and to Provider's data (including identifying Consumer in connection with such information) and share it with Provider.

(d) Reader Accounts. When Customer is Provider, Customer may, at its option and in its sole discretion (using a mechanism provided by Snowflake) authorize third party entities that are not currently Snowflake customers ("**Read Only Consumers**") to access a read-only account on the Snowflake Service as further described in the Documentation ("**Reader Accounts**") solely to consume Customer Data shared by Customer; provided that: (1) Customer shall be responsible for paying for any usage of the Reader Accounts; (2) Users authorized to access the Reader Account ("**Read Only Users**") shall be prohibited from uploading any data into the Reader Accounts; (3) such Read Only Users must submit support requests only as set forth in the Snowflake Support Policy; (4) Customer represents that it has the right to share with Snowflake any personal information about Read Only Users that Customer provides to Snowflake; (5) Customer shall be responsible for any acts or omissions on the part of Read Only Users in their use of the Reader Accounts as if they were acts or omissions of Customer; and (6) Customer will be fully responsible for all costs, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) brought by any Read Only Consumers or Read Only Users or arising from or relating to any acts or omissions by Read Only Consumers or Read Only Users in their use of the Reader Accounts.

1.6. General Restrictions. Customer will not (and will not permit any third party to): (1) sell, rent, lease, license, distribute, provide access to, sublicense, or otherwise make available any Service (or Deliverables, if applicable) to a third party (except as set forth in the Documentation for Service features expressly intended to enable Customer to provide its third parties with access to Customer Data, or the SOW, as applicable) or in a service bureau or outsourcing offering; (2) use any Service to provide, or incorporate any Service into, any general purpose data warehousing service for the benefit of a third party; (3) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to any Service, except to the extent expressly permitted by applicable law (and then only upon advance written notice to Snowflake); (4) remove or obscure any proprietary or other notices contained in any Service; or (5) use any services in violation of the Acceptable Use Policy, which is incorporated herein by this reference and as attached hereto as Exhibit A and incorporated herein by this reference.

1.7. Preview Service Terms. Snowflake may make available to Customer certain products, features, services, software, regions or cloud providers that are not yet generally available, including such products, features, services, software, regions or cloud providers that are labeled as “private preview,” “public preview,” “pre-release” or “beta” (collectively, “**Previews**”). Customer may access and use Previews solely for its internal evaluation purposes and in accordance with the Preview Terms. In the event of any conflict between this Agreement and the Preview Terms, the Preview Terms shall govern and control solely with respect to the Previews.

2. CUSTOMER DATA

2.1. Rights in Customer Data. As between the parties, Customer or its licensors retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Data and any modifications made thereto in the course of the operation of the Service as provided to Snowflake. Subject to the terms of this Agreement, Customer hereby grants to Snowflake and its Affiliates a non-exclusive, worldwide, royalty-free right to process the Customer Data solely to the extent necessary to provide the services to Customer or as may be required by law. In accordance with Carahsoft NASPO Agreement Section 23, Data Access Controls, to the extent Purchasing Entity’s express written consent is required for any of the foregoing, such consent is deemed provided by Customer’s signing of a purchase order for the Services.

2.2. Use Obligations.

(a) In General. Customer’s use of the services and all Customer Data will comply with applicable laws and government regulations. Customer is solely responsible for the accuracy, content and legality of all Customer Data. Customer warrants that Customer has and will have sufficient rights in the Customer Data to grant the rights to Snowflake under this Agreement and that the Customer Data will not violate the rights of any third party.

(b) HIPAA Data. Customer agrees not to upload to any Service any HIPAA Data unless Customer has entered into a BAA with Snowflake. Unless a BAA is in place, Snowflake will have no liability under this Agreement for HIPAA Data, notwithstanding anything to the contrary in this Agreement or in HIPAA or any similar federal or state laws, rules or regulations. If Customer is permitted to submit HIPAA Data to a Service, then Customer may submit HIPAA Data to Snowflake and/or the Service only by uploading it as Customer Data. Upon mutual execution of the BAA, the BAA is incorporated by reference into this Agreement and is subject to its terms.

2.3. Data Privacy. The parties shall comply with the DPA, which is attached hereto as Exhibit B and incorporated herein by this reference.

3. SECURITY. The parties shall comply with the Security Policy, which is attached hereto as Exhibit C and incorporated herein by this reference.

4. INTELLECTUAL PROPERTY

4.1. Snowflake Technology. Customer agrees that Snowflake or its suppliers retain all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Service, all Documentation and Client Software, any Deliverables (as defined in the TSA), and any and all related and underlying technology and documentation; and any derivative works, modifications, or improvements of any of the foregoing, including any Feedback that may be incorporated (collectively, “**Snowflake Technology**”). Except for the express limited rights set forth in this Agreement, no right, title or interest in any Snowflake Technology is granted to Customer. Further, Customer acknowledges that the Service is offered as an online, hosted solution, and that Customer has no right to obtain a copy of the underlying computer code for any Service, except (if applicable) for the Client Software in object code format. Notwithstanding anything to the contrary herein, Snowflake may freely use and incorporate into Snowflake’s products and services any suggestions, enhancement requests, recommendations, corrections, or other feedback provided by Customer or by any users of the Services relating to Snowflake’s products or services (“**Feedback**”). For clarity, neither the Service, Documentation, Client Software, Deliverables, Feedback or Snowflake Technology are data obtained by the Subcontractor in the performance of the Master Agreement under Section 2(b) of Exhibit 1 to the Master Agreement: Software-as-a-Service, and accordingly, none will become the property of the Purchasing Entity.

4.2. Usage Data. Notwithstanding anything to the contrary in this Agreement, or the Carahsoft NASPO Agreement Section 23, Data Access Controls, Section 26, Purchasing Entity Data, or Exhibit 1 to the Master Agreement: Software-as-a-Service, Snowflake may collect and use Usage Data to develop, improve, support, and operate its products and services. Snowflake may not share any Usage Data that includes Customer’s Confidential Information with a third party except (i) in accordance with Section 5 (Confidential Information) of this Agreement, or

(ii) to the extent the Usage Data is aggregated and anonymized such that Customer and Customer's Users cannot be identified.

4.3. Marketing. [Reserved.]

5. CONFIDENTIALITY. Each party (as "**Receiving Party**") will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the other party (the "**Disclosing Party**") for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. If Receiving Party is required by law or court order to disclose Confidential Information, then Receiving Party shall, to the extent legally permitted, provide Disclosing Party with advance written notification and cooperate in any effort to obtain confidential treatment of the Confidential Information. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

6. FEES AND PAYMENT; TAXES; PAYMENT DISPUTES

6.1. Fees and Payment. All Fees and payment terms are as set forth in the applicable Order Form. Except as expressly set forth in this Agreement, all payment obligations are non-cancelable and Fees are non-refundable. If Customer issues a purchase order upon entering into an Order Form, then: i) any such purchase order submitted by Customer is for its internal purposes only, and Snowflake rejects, and in the future is deemed to have rejected, any purchase order terms to the extent they add to or conflict in any way with this Agreement or the applicable Order Form and such additional or conflicting terms will have no effect, (ii) it shall be without limitation to Snowflake's right to collect Fees owing hereunder, (iii) it shall be for the total Fees owing under the applicable Order Form, and (iv) on request, Snowflake will reference the purchase order number on its invoices (solely for administrative convenience), so long as Customer provides the purchase order at least ten (10) business days prior to the invoice date.

6.2. Taxes. Fees do not include Taxes. Customer is responsible for paying all Taxes associated with its purchases hereunder including without limitation all use or access of the Service by its Users. If Snowflake has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, Snowflake will invoice Customer and Customer will pay that amount unless Customer provides Snowflake with a valid tax exemption certificate authorized by the appropriate taxing authority. Taxes will not be deducted from payments to Snowflake, except as required by applicable law, in which case Customer will increase the amount payable as necessary so that, after making all required deductions and withholdings, Snowflake receives and retains (free from any liability for Taxes) an amount equal to the amount it would have received had no such deductions or withholdings been made. Upon Snowflake's request, Customer will provide to Snowflake its proof of withholding tax remittance to the respective tax authority. Customer will provide its VAT/GST Registration Number(s) on the Order Form to confirm the business use of the ordered services.

6.3. Payment Disputes. Snowflake will not exercise its rights under Section 7.2 (Termination for Cause) or Section 7.5(a) (Suspension of Service) with respect to non-payment by Customer if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute. If the parties are unable to resolve such a dispute within thirty (30) days, each party shall have the right to seek any remedies it may have under this Agreement, at law or in equity, irrespective of any terms that would limit remedies on account of a dispute. For clarity, any undisputed amounts must be paid in full.

6.4 Reseller Orders. If Customer has procured the Service or Technical Services through a Snowflake-authorized distributor or reseller ("**Reseller**"), then different terms regarding invoicing, payment and taxes may apply as specified between Customer and its Reseller. Customer acknowledges that: (a) Snowflake may share information with the Reseller related to Customer's use and consumption of the Service or Technical Services for account management and billing purposes; (b) the termination provisions below will also apply if Customer's Reseller fails to pay applicable fees; and (c) Reseller is not authorized to make any changes to this Agreement or otherwise authorized to make any warranties, representations, promises or commitments on behalf of Snowflake or in any way concerning the Service or Technical Services.

7. TERM AND TERMINATION

7.1. Term. This Agreement is effective as of the Effective Date and will remain in effect until terminated in accordance with its terms. If there is no SOW, Order Form or Retrieval Right currently in effect, either party may terminate this Agreement upon written notice to the other party. Each Order Form will terminate upon expiration of the applicable Subscription Term, unless expressly stated otherwise therein or in this Agreement.

7.2. Termination for Cause. Either party may terminate this Agreement (including all related Order Forms) if the other party (a) fails to cure any material breach of this Agreement (including a failure to pay Fees) within thirty (30) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party and is not dismissed within 60 days. Except where an exclusive remedy is specified, the exercise of either party of any remedy under this Agreement, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise. For any termination of this Agreement by Customer for cause in accordance

with Section 7.2(a), Customer shall be entitled to a refund of any unused Fees Customer has pre-paid for the Service purchased hereunder.

7.3. Effect of Termination; Customer Data Retrieval. In accordance with Carahsoft NASPO Agreement Section 33(a), Transition Assistance, Exhibit 1 to the Master Agreement: Software-as-a-Service, Section 7 Termination and Suspension of Service, and Section 15, Import and Export of Data, the following shall fulfill Snowflake's obligations under those sections: upon written notice to Snowflake, Customer will have up to thirty (30) calendar days from termination or expiration of this Agreement to access the Service solely to the extent necessary to retrieve Customer Data ("**Retrieval Right**"). If Customer exercises its Retrieval Right, this Agreement and the applicable Order Form shall continue in full force and effect for the duration of the Retrieval Right. Snowflake shall have no further obligation to make Customer Data available after termination of this Agreement and shall thereafter promptly delete Customer Data. After the Retrieval Right period, Customer will have no further access to Customer Data and shall cease use of and access to the Service (including any related Snowflake Technology) and delete all copies of Client Software, Documentation, any Service passwords or access codes, and any other Snowflake Confidential Information in its possession. Snowflake's obligations under this section are only with respect to Customer Data and not Data. Further, in accordance with Section 7(e), to ensure permanent deletion, Customer must implement Tri-Secret Secure.

7.4. Survival. The following Sections will survive any expiration or termination of this Agreement: 1.5 (General Restrictions), 4 (Intellectual Property), 5 (Confidentiality), 6.1 (Fees and Payment), 6.2 (Taxes), 7 (Term and Termination), 8.2 (Warranty Disclaimer), 11 (Indemnification), 12 (Limitation of Remedies and Damages), 13 (General Terms), and 14 (Definitions).

7.5. Suspension of Service. In addition to any of its other rights or remedies (including, without limitation, any termination rights) set forth in this Agreement, Snowflake reserves the right to suspend provision of services; (a) if Customer (or Customer's Reseller, if applicable) is thirty (30) days or more overdue on a payment, (b) if Snowflake deems such suspension necessary as a result of Customer's breach of Sections 1.5 (General Restrictions) or 2.2 (Use Obligations), (c) if Snowflake reasonably determines suspension is necessary to avoid material harm to Snowflake or its other customers, including if the Service is experiencing denial of service attacks, mail flooding, or other attacks or disruptions outside of Snowflake's control, or (d) as required by law or at the request of governmental entities.

8. WARRANTY.

8.1. Service Warranty. Snowflake warrants that (a) each Service operates in substantial conformity with the applicable Documentation, and (b) Technical Services and Deliverables will be provided in a professional and workmanlike manner and substantially in accordance with the specifications in the applicable SOW. If Snowflake is not able to correct any reported non-conformity with the warranties provided in the Carahsoft NASPO Agreement, Section 32, Warranty, or the warranties described in (a) or (b) of this section, either party may terminate the applicable Order Form (or SOW, as applicable) and Customer, as its sole remedy, will be entitled to receive a refund of any unused Fees that Customer has pre-paid for the applicable Service or Technical Services purchased thereunder. This warranty will not apply if the error or non-conformance was caused by misuse of the Service or Deliverables, modifications to the Service or Deliverables by Customer or any third-party, or third-party hardware, software, or services used in connection with the Service. For Technical Services and Deliverables, this warranty will not apply unless Customer provides written notice of a claim within thirty (30) days after expiration of the applicable SOW.

8.2. Mutual Warranty. Each party warrants that it has validly entered into this Agreement and has the legal power to do so.

9. SUPPORT AND AVAILABILITY. During a Subscription Term, Snowflake will provide Customer the level of support for the Service specified in the applicable Order Form, in accordance with the Support Policy, which is attached hereto as Exhibit D and incorporated herein by this reference.

10. TECHNICAL SERVICES.

10.1. Provision of Technical Services. Snowflake will perform the Technical Services for Customer as set forth in each applicable Statement of Work, subject to the terms and conditions of the Agreement. The Snowflake personnel that Snowflake assign to perform the Technical Services will be professional and qualified in the performance of the applicable Technical Services. If Customer, in its reasonable judgement, believes that Snowflake personnel assigned to a project do not meet the requirements in this Section, Snowflake will in good faith discuss alternatives and will replace Snowflake personnel as reasonably necessary. Where expressly stated in an SOW, Snowflake will not remove Personnel expressly named in the SOW without the prior written permission of Customer.

10.2 Assistance. Customer acknowledges that timely access to applicable Customer Materials (defined below), resources, personnel, equipment or facilities is necessary for the provision of Technical Services. Customer agrees to provide such access and to reasonably cooperate with Snowflake during a Technical Services project. Snowflake will have no liability for any delay or deficiency to the extent resulting from Customer's breach of its obligations under this Section 10.

10.3 Customer Materials. Customer hereby grants Snowflake a limited right to use any materials provided to Snowflake in connection with Technical Services projects (the “Customer Materials”) solely for the purpose of providing Technical Services to Customer. Customer will retain any of its rights (including all intellectual property rights) in and to the Customer Materials. Snowflake will treat Customer Materials subject to the confidentiality obligations under Section 5 (Confidentiality). Customer warrants that Customer has and will have sufficient rights in the Customer Materials to grant the rights to Snowflake under this Agreement and that the Customer Materials will not violate the rights of any third party rights.

10.4 Access to Customer Data. With respect to access to any Customer Data, Customer is solely responsible for ensuring that both the duration and scope of access is strictly limited to the access required under the specific SOW. Customer agrees that it will not grant Snowflake access to Customer Data unless specifically required and noted in an SOW, and only during the term of the applicable Technical Services project. Unless otherwise specified in a SOW, Customer must ensure that (a) any access to Customer Data that it grants is limited to read-only access in Customer’s development environment for the Snowflake Service (and Customer will not grant access to any other environment, such as the its test, prod or disaster recovery) and (b) Customer will not grant access to any Customer Data that is unencrypted or contains personal data . To the extent access to Customer Data is granted, Customer will provide Snowflake with: (i) secure Customer workstations and networks for accessing Customer Data that are monitored, managed, configured, supported and maintained by Customer and (ii) unique user ID/passwords to each Snowflake resource that requires access to Customer Data, and these credential will be solely managed by Customer.

10.5 License to Deliverables. The Technical Services Snowflake performs (e.g., providing guidance on configuring the Snowflake Service), and the resulting Deliverables are generally applicable to Snowflake’s business and are part of Snowflake Technology. Subject to the terms and conditions of the Agreement (including the restriction in Section 1.6 (General Restrictions)), Snowflake hereby grants Customer a limited, non-exclusive, royalty-free, non-transferable worldwide license to use the Deliverables internally solely in connection with such Customer’s use of the Snowflake Service during the period in which such Customer has valid access to the Snowflake Service. The parties may mutually agree to SOWs with additional terms and restrictions related to the use of Deliverables provided as part of that project, in which case those terms and restrictions will also apply for purposes of those Deliverables only.

10.6 Change Orders; Other Terms. Customer may submit written requests to Snowflake to change the scope of Technical Services under an existing Statement of Work. Snowflake will promptly notify Customer if it believes that the requested change requires an adjustment to the fees, schedule, assumptions or scope for the performance of the Technical Services. Neither party is bound by a change request unless agreed in writing by both parties pursuant to a mutually executed amendment or change order (each, a “Change Order”). Snowflake will continue to perform Technical Services pursuant to the existing Statement of Work unless the parties mutually agree to such amendment or change order. Snowflake may use subcontractors to deliver Technical Services but will remain responsible for their performance of those Technical Services under the applicable terms and conditions of this Agreement. For clarity, Customer will be responsible for any consumption and other fees for the Service that are generated as part of the Technical Services. If applicable, Snowflake will provide the Technical Services pursuant to the TSA, which is attached hereto as Exhibit E and incorporated herein by this reference.

11. INDEMNIFICATION

11.1. Indemnification by Snowflake. Snowflake will defend Customer against any claim by a third party alleging that any Service or Deliverable, when used in accordance with this Agreement, infringes any intellectual property right of such third party and will indemnify and hold harmless Customer from and against any damages and costs awarded against Customer or agreed in settlement by Snowflake (including reasonable attorneys’ fees) resulting from such claim. If Customer’s use of the Service or Deliverable results (or in Snowflake’s opinion is likely to result) in an infringement claim, Snowflake may either: (a) substitute functionally similar products or services; (b) procure for Customer the right to continue using the Service or Deliverable; or if (a) and (b) are not commercially reasonable, (c) terminate this Agreement, or the applicable Order Form or SOW and refund to Customer the unused Fees that Customer has pre-paid for the applicable Service or Deliverable. The foregoing indemnification obligation of Snowflake will not apply to the extent the applicable claim is attributable to: (1) the modification of the Service or Deliverable by any party other than Snowflake or based on Customer’s specifications or requirements; (2) the combination of the Service or Deliverable with products or processes not provided by Snowflake; (3) any use of the Service or Deliverables in non-conformity with this Agreement; or (4) any action arising as a result of Customer Data, or any deliverables or components not provided by Snowflake. This Section sets forth Customer’s sole remedy with respect to any claim of intellectual property infringement

11.2. Indemnification by Customer. [Reserved.]

11.3. Indemnification Procedures. In the event of a potential indemnity obligation under this Section 11, the indemnified party will: (i) promptly notify the indemnifying party in writing of the claim, (ii) allow the indemnifying party the right to control the investigation, defense and settlement (if applicable) of such claim at the indemnifying party’s sole cost and expense, and (iii) upon request of the indemnifying party, provide all necessary cooperation at the indemnifying party’s expense. Failure by the indemnified party to notify the indemnifying party of a claim under this Section 11 shall not relieve the indemnifying party of its obligations under this Section 11, however the indemnifying party shall not be liable for any litigation expenses that the indemnified party incurred prior to the time when notice is given or for any damages and/or costs resulting from any material prejudice caused by the delay or failure to provide notice to the indemnifying party in accordance with this Section. The indemnifying party may not settle any claim that would bind the indemnified party to any obligation (other than payment

covered by the indemnifying party or ceasing to use infringing materials), or require any admission of fault by the indemnified party, without the indemnified party's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. Any indemnification obligation under this Section 11 will not apply if the indemnified party settles or makes any admission with respect to a claim without the indemnifying party's prior written consent.

12. GENERAL TERMS

12.1. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement without the advance written consent of the other party, except that either party may assign this Agreement in its entirety in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of such party's assets or voting securities to such party's successor; and Snowflake may assign this Agreement in its entirety to any Affiliate. Each party shall promptly provide notice of any such assignment. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section will be null and void.

12.2. Severability; Interpretation. If a court of competent jurisdiction holds any provision of this Agreement to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that this Agreement will otherwise remain in effect. Section headings are inserted for convenience only and shall not affect the construction of the agreement.

12.3. Dispute Resolution. Each party agrees that before it seeks any form of legal relief (except for a provisional remedy as explicitly set forth below) it shall provide written notice to the other party of the specific issue(s) in dispute (and reference the relevant provisions of the contract between the parties which are allegedly being breached). Within thirty (30) days after such notice, knowledgeable executives of the parties shall hold at least one meeting (in person or by video- or tele-conference) for the purpose of attempting in good faith, to resolve the dispute. The parties agree to maintain the confidential nature of all disputes and disagreements between them, including, but not limited to, informal negotiations, mediation or arbitration, except as may be necessary to prepare for or conduct these dispute resolution procedures or unless otherwise required by law or judicial decision. The dispute resolution procedures in this Section shall not apply to claims subject to indemnification under Section 11 (Indemnification) or prior to a party seeking a provisional remedy related to claims of misappropriation or ownership of intellectual property, trade secrets or Confidential Information.

12.4. Governing Law; Jurisdiction and Venue; Snowflake Affiliate. Unless otherwise specified in the Order Form: (i) this Agreement will be governed by the laws of the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods.

12.5. Notice. Any notice or communication required or permitted under this Agreement will be in writing to the parties at the addresses set forth in this Agreement or at such other address as may be given in writing by either party to the other in accordance with this Section and will be deemed to have been received by the addressee: (i) if given by hand, immediately upon receipt; (ii) if given by overnight courier service, the first business day following dispatch; (iii) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail; or (iv) if given by email, immediately upon receipt. Notwithstanding the foregoing, except for notices pertaining to non-payment and except as otherwise expressly permitted in this Agreement or in an Order Form, notices related to termination of this Agreement or any claims (including without limitation breach, warranty or indemnity) may not be given via email. Email notifications to Snowflake shall be to legalnotices@snowflake.com.

12.6. Amendments; Waivers. No supplement, modification, or amendment of this Agreement will be binding, unless executed in writing by a duly authorized representative of each party to this Agreement, except as expressly set forth herein. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No terms or conditions stated in a Customer purchase order, vendor onboarding process or web portal, or any other Customer order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void, notwithstanding any language to the contrary therein, whether signed before or after this Agreement.

12.7. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Snowflake may change and update any Service (in which case Snowflake may update the applicable Documentation accordingly), subject to the warranty in Section 8.1 (Service Warranty).

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

12.9. Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) if the delay or failure results from any cause beyond such party's reasonable control, including but not limited to acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, public health emergencies (including pandemics and epidemics), acts or orders of government, acts of terrorism, or war.

12.10. Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent and neither party's employees are eligible for any form or type of benefits, including, but not limited to, health, life or disability insurance, offered by the other party to its employees.

12.11. Export Control. Customer agrees to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (i) Customer represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, (ii) Customer will not (and will not permit any third parties to) access or use any Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) Customer will not submit to any Service any information that is controlled under the U.S. International Traffic in Arms Regulations.

12.12. Federal Government End Use Provisions. Snowflake provides the Service, including all related software and, to the extent applicable the Snowflake Technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Service include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Snowflake to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

12.13. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will be considered one and the same agreement.

13. Reseller Orders. Customer may procure the Service directly from Reseller pursuant to a separate agreement that includes the Reseller Order Form and other commercial terms (a "Reseller Arrangement"). Snowflake will be under no obligation to provide the Service to Customer under a Reseller Arrangement if it has not received a Reseller Order Form for Customer. Reseller is not authorized to make any changes to this Agreement or otherwise authorized to make any warranties, representations, promises or commitments on behalf of Snowflake or in any way concerning the Service.

14.1 Sharing of Service Data with Reseller. If Customer procured the Service through a Reseller Arrangement, then Customer agrees that Snowflake may share certain Service Data with Reseller related to Customer consumption of the Service. This section shall not be read to conflict with Carahsoft NASPO Agreement Sections 23, Data Access Controls Section 26, Purchasing Entity Data, or Exhibit 1 to the

Master Agreement: Software-as-a-Service. Sharing Service Data with a Reseller under this section shall be considered required to “fulfill Subcontractor’s obligations under this Agreement” in accordance with Section 23, Data Access Controls, and “strictly necessary to provide Service to the Purchasing Entity” in accordance with Section 26, Purchasing Entity Data.

14.2 Payment Provisions and Refunds with Reseller. If Customer procured the Service through a Reseller Arrangement, then Customer agrees that Reseller will determine the prices at which Service(s) are sold to the Customer. Further, all payment provisions will be as set forth in Customer’s arrangement with the Reseller. Similarly, all refunds that may accrue under the terms of this agreement will need to be obtained through such Reseller.

14. DEFINITIONS

“Acceptable Use Policy” means Snowflake’s acceptable use policy, attached as Exhibit 1.

“Account” means Customer’s account in the applicable Service in which Customer stores and processes Customer Data.

“Affiliate” means an entity that, directly or indirectly, owns or controls, is owned or is controlled by, or is under common ownership or control with a party. As used herein, “control” means the power to direct the management or affairs of an entity and “ownership” means the beneficial ownership of more than fifty percent (50%) of the voting equity securities or other equivalent voting interests of an entity.

“BAA” means a business associate agreement governing the parties’ respective obligations with respect to any HIPAA Data uploaded by Customer to the Service in accordance with the terms of this Agreement.

“Client Software” is any desktop client software included in the applicable Service that is made available to Customer by Snowflake for installation on end user computers.

“Confidential Information” shall have the meaning set forth in the Carahsoft NASPO Agreement. Confidential Information shall also mean all Snowflake Technology and the terms and conditions of this Agreement.

“Contractor” means the independent contractors and consultants permitted by Customer to serve as Users of the Service.

“Customer Data” means any data or data files of any type that are uploaded by or on behalf of Customer to the Service for storage in a data repository. For clarity, where a Party has a right or obligation under the Carahsoft NASPO Agreement with respect to “Customer Data” and not “Data” such right or obligation shall be limited to Customer Data.

“Data Protection Claims” means any claims arising from a party’s breach of Section 2.3 (Data Privacy), 3 (Security), or 5 (Confidentiality), where such breach results in the unauthorized disclosure of Customer Data (as defined under the Security Policy), or breach of Section 2.2 (Use Obligations).

“Deliverables” means the guides, code (including SQL queries) or other deliverables that Snowflake provides to Customer in connection with Technical Services. For clarity, Snowflake may use compilers, assemblers, interpreters and similar tools to develop Deliverables. The term “Deliverables” does not include such tools.

“Disclosing Party” is defined in Section 5 (Confidential Information).

“Documentation” means Snowflake’s technical documentation and usage guides for the applicable Service made available at <https://docs.snowflake.net> or through the Service.

“DPA” means the Customer Data Processing Addendum attached here to as Exhibit B and incorporated herein by this reference.

“Excluded Claims” means (a) Customer’s breach of any of Section 2.2 (Use Obligations); (b) a party’s breach of its obligations in Section 5 (Confidential Information) (but excluding obligations and/or claims relating to Customer Data); (c) either party’s express obligations under Section 11 (Indemnification); and (d) liability which, by law, cannot be limited.

“Feedback” is defined in Section 4.1 (Snowflake Technology).

“Fees” means the fees payable by Customer for the applicable Service or Technical Services, as set forth in an Order Form or Statement of Work. For Technical Services, the terms Fees also includes travel, lodging, meal and other expenses incurred in the course of providing Technical Services, unless otherwise specified in the applicable SOW.

“HIPAA” means the Health Insurance Portability and Accountability Act, as amended and supplemented.

“HIPAA Data” means any patient, medical or other protected health information regulated by HIPAA or any similar federal or state laws, rules or regulations.

“Order Form” means a Snowflake ordering document (and/or SOW, if applicable) executed by both Customer and Snowflake which specifies the services being provided by Snowflake and that is governed by this Agreement.

“Preview Terms” means the Preview Terms located at <https://www.snowflake.com/legal-gov/>.

“Reader Accounts”, **“Read Only Consumers”**, and **“Read Only Users”** are respectively as defined in Section 1.4(d) (Reader Accounts).

“Receiving Party” is defined in Section 5 (Confidentiality).

“Reseller Order Form” means a duly signed ordering document between Reseller and Customer that references this Agreement and the Service being provided by Snowflake pursuant to this Agreement and pricing and payment terms determined by Reseller. For clarity, Snowflake is not a party to the Reseller Order Form.

“Retrieval Right” is defined in Section 7.3 (Effect of Termination; Customer Data Retrieval).

“Sample Data” means any data (including from third-party sources) provided or made available to Customer by Snowflake solely for Customer’s internal testing, evaluation, and other non-productive use of the Service during the Subscription Term.

“Security Policy” means the Snowflake Security Policy attached hereto as exhibit C and incorporated herein by this reference.

“Service” means a Snowflake software-as-a-service offering made generally available and ordered by Customer as set forth in an Order Form.

“Snowflake” means Snowflake, Inc.

“Snowflake Technology” is defined in Section 4.1 (Snowflake Technology).

“SOW” or **“Statement of Work”** means an Order Form (as defined above) or statement of work mutually agreed by the parties for the purchase of Technical Services that is governed by this Agreement.

“Subscription Term” means the set term designated on an Order Form.

“Support Policy” means the Snowflake Support Policy attached hereto as Exhibit D and incorporated herein by this reference.

“Taxes” means taxes, levies, duties or similar governmental assessments of any nature, including, for example, any sales, use, GST, value-added, withholding, or similar taxes, whether domestic or foreign, or assessed by any jurisdiction, but excluding any taxes based on net income, property, or employees of Snowflake.

“Technical Services” shall have the meaning set forth in the TSA.

“TSA” means the Technical Services Addendum attached hereto as Exhibit E and incorporated herein by this reference, describing Snowflake’s current terms for the provision of Technical Services.

“Third Party Applications” means separate services or applications (and other consulting services related thereto), procured by Customer from a party other than Snowflake that can be used in connection with the Service.

“Usage Data” means query logs, and any data (other than Customer Data) relating to the operation, support and/or about Customer’s use of the Service.

“User” means the persons designated and granted access to the Service by or on behalf of Customer, including its and its Affiliates’ Contractors.

“VAT/GST Registration Number” means the value added tax/GST registration number of the business location(s) where Customer is legally registered and the ordered services are used for business use.



Exhibit A

Snowflake Acceptable Use Policy

This Snowflake acceptable use policy ("**AUP**") sets forth certain restrictions on accessing and using Snowflake Inc.'s and its affiliates (collectively, "**Snowflake**", "**We**", "**Our**" or "**Us**") products and services, including Snowflake's software-as-a-service offering, and any equipment (including servers or networks) used in connection therewith (collectively, "**Offerings**") by you or someone on your behalf ("**You**" or "**Your**") under your agreement with Snowflake for such Offerings ("**Agreement**"). The restrictions set forth in this AUP are not exhaustive. You may not use the Offerings:

1. to store, transmit, or make available (a) content that is infringing, libelous, unlawful, tortious, or in violation of third-party rights, (b) content or technology that harms, interferes with, or limits the normal operation of the Offerings, including monitoring traffic or data, or (c) viruses, malware, or other malicious code;
2. for illegal, threatening, or offensive uses, or for similarly objectionable purposes, such as propagating hate or violence or causing harm to others or to Our reputation;
3. to transact in, or facilitate activities related to, misappropriating another individual's identity, including, but not limited to, improperly obtained credit card information and/or account credentials;
4. to attempt to gain unauthorized access to any Offerings or any related systems, including those of Snowflake's subcontractors and other customers or users;
5. to permit direct or indirect access to or use of any Offerings in a way that violates the Agreement or use any Offerings to access or use any intellectual property in or related to the Offerings except as permitted under the Agreement;
6. to copy the Offerings, or any part, feature, function or user interface thereof except as expressly allowed for Client Software under the Agreement; or
7. in order to benchmark Offerings or to build similar or competitive products or services.

Any capitalized terms used but not defined herein shall have the meaning set forth in the Agreement or the Documentation, as applicable. Notwithstanding anything to the contrary in the Agreement, in the event of any conflict between the Agreement and this AUP, this AUP shall govern. This AUP may be updated by Snowflake from time to time upon reasonable notice (which may be provided through the Service or by posting an updated version of this AUP). Any violation of this AUP may result in the suspension or termination of your access to and use of the Offerings.

Last Updated: 2018November19

Exhibit B

Snowflake Customer Data Processing Addendum (June 30, 2020)

This Data Processing Addendum ("**DPA**") forms part of, and is subject to, the Master SaaS Agreement or other written or electronic terms of service or subscription agreement between the member of the **Snowflake** Group that is a party to such agreement ("**Snowflake**") and the legal entity defined as 'Customer' thereunder together with all Customer Affiliates who are signatories to an Order Form for their own Service Account pursuant to such agreement (collectively, for purposes of this DPA ("**Customer**") (such agreement, the "**Agreement**"). This DPA shall be effective on the effective date of the Agreement, unless this DPA is separately executed in which case it's effective on the date of the last signature ("**Effective Date**"). All capitalized terms not defined in this DPA shall have the meanings set forth in the Agreement. Unless otherwise specified and agreed to by the Parties in writing, this DPA shall be considered sufficient fulfillment of Snowflake's obligations to comply with applicable laws, under NASPO Agreement, Section 31 Data Privacy.

1. Definitions.

"**Account**" means Customer's account in the Services in which Customer stores and processes Customer Data.

"**Affiliate**" has the meaning set forth in the Agreement.

"**Authorized Affiliate**" shall mean a Customer Affiliate who has not signed an Order Form pursuant to the Agreement, but who is the Data Controller for the Customer Personal Data processed by Snowflake pursuant to the Agreement, for so long as such entity remains a Customer Affiliate.

"**California Consumer Privacy Act**" or "**CCPA**" means the California Consumer Privacy Act of 2018, as may be amended from time to time.

"**Customer Data**" has the meaning set forth in the Agreement.

"**Customer Personal Data**" means any Customer Data that is Personal Data.

"**Data Controller**" means an entity that determines the purposes and means of the Processing of Personal Data.

"**Data Processor**" means an entity that Processes Personal Data on behalf of a Data Controller.

"**Data Protection Laws**" means all data protection and privacy laws applicable to the respective party in its role in the Processing of Personal Data under the Agreement, including, where applicable, EU Data Protection Law and the CCPA.

"**Data Subject**" means the identified or identifiable natural person to whom Customer Personal Data relates.

"**EU Data Protection Law**" means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) ("**GDPR**").

"**Personal Data**" means any information, including opinions, relating to an identified or identifiable natural person and includes similarly defined terms in Data Protection Laws, including, but not limited to, the definition of "personal information" in the CCPA.

"**Privacy Shield**" means the EU-U.S. Privacy Shield and Swiss-U.S. Privacy Shield Framework self-certification program operated by the U.S. Department of Commerce and approved by the European Commission pursuant to Decision C(2016)4176 of 12 July 2016 and by the Swiss Federal Council on January 11, 2017 respectively.

"**Privacy Shield Principles**" means the Privacy Shield Principles (as supplemented by the Supplemental Principles) contained in Annex II to the European Commission Decision C(2016)4176 of 12 July 2016 (as may be amended, superseded or replaced).

"Processing" shall mean any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination and **"Process"**, **"Processes"** and **"Processed"** will be interpreted accordingly. **"Purposes"** shall mean (i) Snowflake's provision of the Services in accordance with the Agreement, including Processing initiated by Users in their use of the Services, and (ii) further documented, reasonable instructions from Customer agreed upon by the parties..

"Security Incident" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Customer Personal Data.

"Services" means the generally available Snowflake software-as-a-service offering described in the Documentation and procured by Customer, and any other services provided by Snowflake under the Agreement, including but not limited to support and technical services.

"Snowflake Group" means Snowflake Inc. and its Affiliates.

"Standard Contractual Clauses" means the Standard Contractual Clauses for Processors as approved by the European Commission in the form set out in Annex A.

"Sub-processor" means any third-party Data Processor engaged by a member of the Snowflake Group to Process Customer Personal Data.

2. **Scope and Applicability of this DPA.** This DPA applies where and only to the extent that Snowflake Processes Customer Personal Data on behalf of Customer as Data Processor in the course of providing the Services.
3. **Roles and Scope of Processing.**
 - 3.1 **Role of the Parties.** As between Snowflake and Customer, Customer is either the Data Controller of Customer Personal Data, or if Customer is acting on behalf of a third-party Data Controller, then a Data Processor, and Snowflake shall Process Customer Personal Data only as a Data Processor acting on behalf of Customer and, with respect to CCPA, as a "service provider" as defined therein. To the extent any Service Data (as defined in the Agreement) is considered Personal Data under applicable Data Protection Laws, Snowflake is the Data Controller of such data and shall Process such data in accordance with the Agreement and applicable Data Protection Laws.
 - 3.2 **Customer Instructions.** Snowflake will Process Customer Personal Data only for the Purposes. Customer shall ensure its Processing instructions are lawful and that the Processing of Customer Personal Data in accordance with such instructions will not violate applicable Data Protection Laws. The parties agree that the Agreement (including this DPA) sets out Customer's complete and final instructions to Snowflake for the Processing of Customer Personal Data. Any Processing outside the scope of these instructions will require prior written agreement between Customer and Snowflake.
 - 3.3 **Customer Affiliates.** Snowflake's obligations set forth in this DPA shall also extend to Authorized Affiliates, subject to the following conditions:
 - (a) No entity other than Customer may provide further Processing instructions to Snowflake and Customer must accordingly communicate any additional Processing instructions from its Authorized Affiliates directly to Snowflake;
 - (b) Customer shall be responsible for Authorized Affiliates' compliance with this DPA and all acts and/or omissions by an Authorized Affiliate with respect to Customer's obligations in this DPA shall be considered the acts and/or omissions of Customer; and
 - (c) Authorized Affiliates shall not bring a claim directly against Snowflake. If an Authorized Affiliate seeks to assert a legal demand, action, suit, claim, proceeding, or otherwise against Snowflake (**"Authorized Affiliate Claim"**): (i) Customer must bring such Authorized Affiliate Claim directly against Snowflake on behalf of such Authorized Affiliate, unless Data Protection Laws require the Authorized Affiliate be a party to such claim; and (ii) all Authorized Affiliate Claims shall be considered claims made by Customer and shall be subject to any liability restrictions set forth in the Agreement, including any aggregate limitation of liability.

3.4 **Customer Processing of Personal Data.** Customer agrees that it: (i) will comply with its obligations under Data Protection Laws with respect to its Processing of Customer Personal Data; (ii) will make appropriate use of the Services to ensure a level of security appropriate to the particular content of the Customer Personal Data, such as pseudonymizing or backing-up Customer Personal Data; and (iii) has obtained all consents, permissions and rights necessary under Data Protection Laws for Snowflake to lawfully Process Customer Personal Data for the Purposes, including, without limitation, Customer's sharing and/or receiving of Customer Personal Data with third-parties via the Services.

3.5 **Details of Data Processing.**

- (a) Subject matter: The subject matter of the Processing under this DPA is the Customer Personal Data.
- (b) Duration: Notwithstanding expiry or termination of the Agreement, this DPA and Standard Contractual Clauses (if applicable) will remain in effect until, and will automatically expire upon, deletion of all Customer Personal Data as described in this DPA.
- (c) Purpose: Snowflake shall Process Customer Personal Data only for the Purposes.
- (d) Nature of the Processing: Snowflake provides Services as described in the Agreement.
- (e) Categories of Data Subjects: The categories of Data Subjects to which Customer Personal Data relate are determined and controlled by Customer in its sole discretion, and may include, but are not limited to:
 - (i) Prospects, customers, business partners and vendors of Customer (who are natural persons);
 - (ii) Employees or contact persons of Customer's prospects, customers, business partners and vendors; and/or
 - (iii) Employees, agents, advisors, freelancers of Customer (who are natural persons).
- (f) Types of Personal Data: The types of Customer Personal Data are determined and controlled by Customer in its sole discretion, and may include, but are not limited to:
 - (i) Identification and contact data (name, address, title, contact details);
 - (ii) Financial information (credit card details, account details, payment information);
 - (iii) Employment details (employer, job title, geographic location, area of responsibility); and/or
 - (iv) IT information (IP addresses, usage data, cookies data, location data).
- (g) Special Categories of Personal Data (if applicable): Subject to any applicable restrictions and/or conditions in the Agreement or Documentation, Customer may also include 'special categories of personal data' (as defined in the GDPR) in Customer Personal Data, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Customer Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the Processing of genetic data, biometric data for the purposes of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.

4. **Sub-processing.**

4.1 **Authorized Sub-processors.** Customer specifically authorizes the engagement of those Sub-processors listed at <https://www.snowflake.com/legal/snowflake-sub-processors/> ("**Sub-processor Site**") as of the Effective Date and members of the Snowflake Group.

4.2 **Sub-processor Obligations.** Snowflake shall: (i) enter into a written agreement with each Sub-processor imposing data protection obligations no less protective of Customer Personal Data as Snowflake's obligations in this DPA to the extent applicable to the nature of the services provided by such Sub-processor; and (ii) remain liable for each Sub-processor's compliance with the obligations in this DPA.

- 4.3 **Changes to Sub-processors.** Snowflake shall make available on its Sub-processor Site a mechanism for Customer to subscribe to notifications of new Sub-processors. Snowflake shall provide such notification at least fourteen (14) days in advance of allowing the new Sub-processor to Process Customer Personal Data (the “**Objection Period**”). During the Objection Period, Customer may object in writing to Snowflake’s appointment of the new Sub-processor, provided that such objection is based on reasonable grounds relating to data protection. In such event, the parties will discuss Customer’s concerns in good faith with a view to achieving resolution. If Customer can reasonably demonstrate that the new Sub-processor is unable to Process Customer Personal Data in compliance with the terms of this DPA and Snowflake cannot provide an alternative Sub-processor, or the parties are not otherwise able to achieve resolution as provided in the preceding sentence, Customer, as its sole and exclusive remedy, may terminate the Order Form(s) with respect only to those aspects of the Services which cannot be provided by Snowflake without the use of the new Sub-processor by providing written notice to Snowflake. Snowflake will refund Customer any prepaid unused fees of such Order Form(s) following the effective date of termination with respect to such terminated Services.
5. **Security.**
- 5.1 **Security Measures.** Snowflake shall implement and maintain appropriate technical and organizational security measures to protect Customer Personal Data from Security Incidents and to preserve the security and confidentiality of the Customer Personal Data in accordance with Snowflake’s Security Policy found at <https://www.snowflake.com/legal> (“**Security Policy**”). Customer is responsible for reviewing the information made available by Snowflake relating to data security and making an independent determination as to whether the Services meet Customer’s requirements and legal obligations under Data Protection Laws. Snowflake may review and update its Security Policy from time to time, provided that any such updates shall not materially diminish the overall security of the Services or Customer Personal Data.
- 5.2 **Confidentiality of Processing.** Snowflake shall ensure that any person who is authorized by Snowflake to Process Customer Personal Data (including its staff, agents and subcontractors) shall be under an appropriate obligation of confidentiality (whether a contractual or statutory duty).
- 5.3 **No Assessment of Customer Personal Data by Snowflake.** Customer acknowledges that Snowflake will not assess the contents of Customer Personal Data to identify information subject to any specific legal requirements.
6. **Customer Audit Rights.**
- 6.1 Upon written request and at no additional cost to Customer, Snowflake shall provide Customer, or its appropriately qualified third-party representative (collectively, the “**Auditor**”), access to reasonably requested documentation evidencing Snowflake’s compliance with its obligations under this DPA in the form of (i) Snowflake’s ISO 27001 and PCI-DSS third-party certifications, (ii) Snowflake’s SOC 1 Type II audit reports, SOC 2 Type II audit reports, HIPAA Compliance Report for Business Associates, and (iii) Snowflake’s most recently completed industry standard security questionnaire, such as a SIG or CAIQ (collectively, “**Reports**”).
- 6.2 Customer may also send a written request for an audit (including inspection) of Snowflake’s facilities. Following receipt by Snowflake of such request, Snowflake and Customer shall mutually agree in advance on the details of the audit, including reasonable start date, scope and duration of, and security and confidentiality controls applicable to, any such audit. Snowflake may charge a fee (rates shall be reasonable, taking into account the resources expended by Snowflake) for any such audit. The Reports, audit, and any information arising therefrom shall be Snowflake’s Confidential Information.
- 6.3 Where the Auditor is a third-party, the Auditor may be required to execute a separate confidentiality agreement with Snowflake prior to any review of Reports or an audit of Snowflake, and Snowflake may object in writing to such Auditor, if in Snowflake’s reasonable opinion, the Auditor is not suitably qualified or is a direct competitor of Snowflake. Any such objection by Snowflake will require Customer to either appoint another Auditor or conduct the audit itself. Expenses incurred by Auditor in connection with any review of Reports or an audit, shall be borne exclusively by the Auditor.
7. **Data Transfers**
- 7.1 **Hosting and Processing Locations.** Snowflake will only host Customer Personal Data in the region(s) offered by Snowflake and selected by Customer on an Order Form or as Customer otherwise configures via the Services (the “**Hosting Region**”). Customer is solely responsible for the regions from which its Users access the Customer Personal Data, for any transfer or sharing of Customer Personal Data by Customer or its Users and for any subsequent designation of other Hosting Regions (either for the same Account, a different Account, or a separate

Service). Once Customer has selected a Hosting Region, Snowflake will not Process Customer Personal Data from outside the Hosting Region except as reasonably necessary to provide the Services procured by Customer, or as necessary to comply with the law or binding order of a governmental body.

7.2 **Transfer Mechanisms.** For any transfers by Customer of Customer Personal Data from the European Economic Area and/or its member states, United Kingdom and/or Switzerland (collectively, “**Restricted Countries**” to Snowflake in a country which does not ensure an adequate level of protection (within the meaning of and to the extent governed by the Data Protection Laws of the Restricted Countries) (collectively, “**Third Country**”), such transfers shall be governed by a valid mechanism for the lawful transfer of Customer Personal Data recognized under Data Protection Laws, such as those directly below:

- (a) **For transfers to Snowflake Inc:** Snowflake Inc. shall remain certified under the Privacy Shield and shall comply with the Privacy Shield Principles. If for any reason Inc. ceases to be certified under the Privacy Shield or it determines it can no longer meet its obligations to provide the same level of protection as required by the Privacy Shield Principles, Snowflake shall promptly notify Customer and shall work with Customer to take reasonable and appropriate steps to remediate.
- (b) **For transfers not covered by 7.2.1 above:** To the extent the transfer mechanism identified in Section 7.2.1) does not apply to the transfer, is invalidated and/or Snowflake Inc. is not self-certified to the Privacy Shield, and Snowflake is located in a Third Country, Snowflake agrees to abide by and Process Customer Personal Data from the Restricted Countries in compliance with the Standard Contractual Clauses and for these purposes Snowflake shall be the “data importer” and Customer is the “data exporter” under the Standard Contractual Clauses (notwithstanding that Customer may be an entity located outside of the Restricted Country).
- (c) Notwithstanding the foregoing, if Snowflake has adopted Binding Corporate Rules (BCRs) for Processors that cover the transfer of Customer Personal Data to a Third Country, then such BCRs shall govern the transfer of Customer Personal Data.

8. **Return or Deletion of Data.** Customer may retrieve or delete all Customer Personal Data upon expiration or termination of the Agreement as set forth in the Agreement. Any Customer Personal Data not deleted by Customer shall be deleted by Snowflake promptly upon the later of (i) expiration or termination of the Agreement and (ii) expiration of any post-termination “retrieval period” set forth in the Agreement. Notwithstanding the foregoing, Snowflake shall not be required to delete Customer Personal Data to the extent Snowflake is required by applicable law or order of a governmental or regulatory body to retain some or all of the Customer Personal Data. Where Snowflake is required to retain Customer Personal Data as set forth in the preceding sentence, then Snowflake will notify Customer of such requirement, to the extent legally permitted.

9. **Security Incident Response.**

9.1 **Security Incident Reporting.** If Snowflake becomes aware of a Security Incident, Snowflake shall notify Customer without undue delay, and in any case, where feasible, notify Customer within seventy-two (72) hours after becoming aware. Snowflake shall promptly take reasonable steps to contain, investigate, and mitigate any Security Incident.

9.2 **Security Incident Communications.** Snowflake shall provide Customer timely information about the Security Incident, including, but not limited to, the nature and consequences of the Security Incident, the measures taken and/or proposed by Snowflake to mitigate or contain the Security Incident, the status of Snowflake's investigation, a contact point from which additional information may be obtained, and the categories and approximate number of data records concerned. Notwithstanding the foregoing, Customer acknowledges that because Snowflake personnel do not have visibility to the content of Customer Personal Data, it will be unlikely that Snowflake can provide information as to the particular nature of the Customer Personal Data, or where applicable, the identities, number or categories of affected Data Subjects. Communications by or on behalf of Snowflake with Customer in connection with a Security Incident shall not be construed as an acknowledgment by Snowflake of any fault or liability with respect to the Security Incident.

10. **Cooperation.**

10.1 **Data Subject Requests.** To the extent legally permitted, Snowflake shall promptly notify Customer if Snowflake receives a request from a Data Subject that identifies Customer and seeks to exercise the Data Subject's right to access, rectify, erase, transfer or port Customer Personal Data, or to restrict the Processing of Customer Personal Data (“**Data Subject Request**”). The Service provides Customer with a number of controls that Customer may use to assist it in responding to a Data Subject Request and Customer will be responsible for responding to any such

Data Subject Request. To the extent that Customer is unable to access the relevant Customer Personal Data within the Services using such controls or otherwise, taking into account the nature of the Processing, Snowflake shall (upon Customer's written request) provide commercially reasonable cooperation to assist Customer in responding to any Data Subject Requests.

10.2 **Data Protection Impact Assessments.** Snowflake shall provide reasonably requested information regarding the Services to enable Customer to carry out data protection impact assessments or prior consultations with data protection authorities as required by Data Protection Laws, so long as Customer does not otherwise have access to the relevant information.

10.3 **Government Inquiries.** If compelled to disclose Customer Personal Data to a law enforcement or governmental entity, then Snowflake will give Customer reasonable notice of the demand to allow Customer to seek a protective order or other appropriate remedy to the extent Snowflake is legally permitted to do so.

11. Relationship with the Agreement.

11.1 The parties agree that this DPA shall replace and supersede any existing data processing addendum, attachment or exhibit (including the Standard Contractual Clauses (as applicable)) that Snowflake and Customer may have previously entered into in connection with the Services.

11.2 Except as provided by this DPA, the Agreement remains unchanged and in full force and effect. If there is any conflict between this DPA and the Agreement, this DPA shall prevail to the extent of that conflict in connection with the Processing of Customer Personal Data. Notwithstanding the foregoing, and solely to the extent applicable to any Customer Personal Data comprised of patient, medical or other protected health information regulated by HIPAA or any similar U.S. federal or state health care laws, rules or regulations ("**HIPAA Data**"), if there is any conflict between this DPA and a Business Associates Agreement between Customer and Snowflake ("**BAA**"), then the BAA shall prevail solely with respect to such HIPAA Data.

11.3 Notwithstanding anything to the contrary in the Agreement or this DPA, each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or relating to this DPA and any other data protection agreements in connection with the Agreement (if any), shall be subject to any aggregate limitations on liability set out in the Agreement. Without limiting either of the parties' obligations under the Agreement, each party agrees that any regulatory penalties incurred by the one party (the "**Incurring Party**") in relation to the Customer Personal Data that arise as a result of, or in connection with, the other party's failure to comply with its obligations under this DPA or any applicable Data Protection Laws shall count toward and reduce the Incurring Party's liability under the Agreement as if it were liability to the other party under the Agreement.

11.4 In no event shall this DPA or any party restrict or limit the rights of any Data Subject or of any competent supervisory authority.

11.5 This DPA will be governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement.

Annex A

Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

THE PARTIES HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

1. Definitions

For the purposes of the Clauses:

'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

'the data exporter' means the controller who transfers the personal data;

'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

'the subprocessor' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

2. Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

3. Third-party beneficiary clause

- 3.1 The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
- 3.2 The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
- 3.3 The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
- 3.4 The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

4. **Obligations of the data exporter**

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

5. **Obligations of the data importer**

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may

remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

6. Liability

6.1 The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

6.2 If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

6.3 The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

6.4 If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

7. Mediation and jurisdiction

7.1 The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

- (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
- (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

7.2 The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

8. Cooperation with supervisory authorities

8.1 The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

8.2 The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

8.3 The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

9. Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

10. Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

11. Subprocessing

11.1 The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

11.2 The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has

assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

- 11.3 The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
- 11.4 The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.
- 12. Obligation after the termination of personal data processing services**
- 12.1 The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
- 12.2 The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

Appendix 1 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed by the parties.

Data exporter: The data exporter is the entity identified as the "Customer" in the Data Processing Addendum in place between data exporter and data importer and to which these Clauses are appended ("**DPA**").

Data importer: The data importer is **Snowflake** (as defined in the DPA) to the extent based in a Third Country (as defined in the DPOA and described in Section 7.2.2). Snowflake provides enterprise cloud computing solutions, which process Customer Personal Data upon the instruction of the Customer in accordance with the terms of the Agreement.

Description of Data Processing: Please see Section 3.5 (Details of Processing) of the DPA for a description of the categories of data subjects, categories of data, special categories of data and processing operations.

Appendix 2 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Please see the Security Policy at <https://www.snowflake.com/legal>, which describes the technical and organisational security measures implemented by Snowflake.

Appendix 3 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and sets out the parties' interpretation of their respective obligations under specific Clauses identified below. Where a party complies with the interpretations set out in this Appendix, that party shall be deemed by the other party to have complied with its commitments under the Clauses.

Clause 5(a): Suspension of data transfers and termination:

1. If the data exporter intends to suspend the transfer of personal data and/or terminate the Standard Contractual Clauses, it shall endeavour to provide notice to the data importer and provide data importer with a reasonable period of time to cure the non-compliance ("**Cure Period**").
2. If after the Cure Period the data importer has not or cannot cure the non-compliance, then the data exporter may suspend or terminate the transfer of personal data immediately. The data exporter shall not be required to provide such notice in instance where it considers there is a material risk of harm to data subjects or their personal data.

Clause 5(f): Audit:

1. Data exporter acknowledges and agrees that it exercises its audit right under Clause 5(f) by instructing data importer to comply with the audit measures described in Section 6 (Customer Audit Rights) of the DPA.

Clause 5(j): Disclosure of subprocessor agreements

1. The parties acknowledge the obligation of the data importer to send promptly a copy of any onward subprocessor agreement it concludes under the Clauses to the data exporter.
2. The parties further acknowledge that, pursuant to subprocessor confidentiality restrictions, data importer may be restricted from disclosing onward subprocessor agreements to data exporter. Notwithstanding this, data importer shall use reasonable efforts to require any subprocessor it appoints to permit it to disclose the subprocessor agreement to data exporter.
3. Even where data importer cannot disclose a subprocessor agreement to data exporter, the parties agree that, upon the request of data exporter, data importer shall (on a confidential basis) provide all information it reasonably can in connection with such subprocessing agreement to data exporter.

Clause 6: Liability

1. Any claims brought under the Clauses shall be subject to any aggregate limitations on liability set out in the Agreement. In no event shall any party limit its liability to a data subject with respect to any data subject rights under these Clauses.

Clause 11: Onward subprocessing

4. The parties acknowledge that Article 28 of the GDPR allows for the general written authorisation of a subprocessor subject to notice of, and the opportunity to object to, the subprocessor. Accordingly, data exporter provides a general consent to data importer, pursuant to Clause 11 of the Standard Contractual Clauses, to engage onward subprocessors. Such consent is conditional on data importer's compliance with the requirements set out in Section 4 (Sub-processing) of the DPA.



Exhibit C

Snowflake Security Policy

(February 14, 2020)

Snowflake and Customer agree that this Security Policy is hereby incorporated into and made a part of their written agreement that references this policy (the "**Agreement**") and any capitalized terms used but not defined herein shall have the meaning set forth in the Agreement, as applicable. In the event of any conflict between the terms of the Agreement and this Security Policy, this Security Policy shall govern.

Snowflake utilizes infrastructure-as-a-service cloud providers as further described in the Agreement and/or Documentation (each, a "**Cloud Provider**") and provides the Service to Customer from a VPC/VNET hosted by the applicable Cloud Provider (the "**Cloud Environment**").

Snowflake maintains a comprehensive documented security program based on NIST 800-53 (or industry recognized successor framework), under which Snowflake implements and maintains physical, administrative, and technical safeguards designed to protect the confidentiality, integrity, availability, and security of the Service and Customer Data (the "**Security Program**"), including, but not limited to, as set forth below. Snowflake regularly tests and evaluates its Security Program, and may review and update its Security Program as well as this Security Policy, provided, however, that such updates shall be designed to enhance and not materially diminish the Security Program. This Security Policy fulfills Snowflake's obligations to comply with applicable laws related to data privacy and security, under Carahsoft NASPO Agreement Section 31, Data Privacy, Exhibit 1 to the Master Agreement: Software-as-a-Service, Section 9, Access to Security Logs and Reports, Section 10, Contract Audit, Section 11 Data Center Audit, and Section 13, Security.

1. **Snowflake's Audits & Certifications**

- 1.1. The information security management system supporting the Service shall be assessed by one or more independent third-party auditors in accordance with the following audits and certifications ("**Third-Party Audits**"), on at least an annual basis:
 - ISO27001 (currently pending where Google is the Cloud Provider)
 - SOC 2 Type II
 - SOC 1 Type II
 - For Snowflake's Business Critical Edition and Virtual Private Snowflake Edition only:
 - PCI-DSS Service Provider Level 1 Certification (currently pending where Google is the Cloud Provider)
 - FedRAMP Ready in certain U.S. Regions (described in the Documentation)
 - HIPAA Compliance Report for Business Associates
- 1.2. Third-Party Audits are made available to Customer as described in Section 8.2.1.
- 1.3. To the extent Snowflake discontinues a Third-Party Audit, Snowflake will adopt or maintain an equivalent, industry-recognized framework.

2. **Hosting Location of Customer Data**

- 2.1. **Hosting Location.** The hosting location of Customer Data is the Region offered by Snowflake and selected by Customer on an Order Form or as Customer otherwise configures via the services. Customer's obligations under this section are a prerequisite to Snowflake fulfilling its obligations under Exhibit 1 to the Master Agreement: Software-as-a-Service, Section 3, Data Location.

3. **Encryption**

- 3.1. **Encryption of Customer Data.** Snowflake encrypts Customer Data at-rest using AES 256-bit (or better) encryption. Snowflake leverages Transport Layer Security (TLS) 1.2 (or better) for Customer Data in-transit over untrusted networks.
- 3.2. **Encryption Key Management.** Snowflake's encryption key management conforms to NIST 800-53 and involves regular rotation of encryption keys. Hardware security modules are used to safeguard top-level encryption keys. Snowflake logically separates encryption keys from Customer Data.

4. **System & Network Security**

- 4.1. Access Controls. All Snowflake personnel access to the Cloud Environment is via a unique user ID and consistent with the principle of least privilege. All such access requires a VPN, with multi-factor authentication and passwords meeting or exceeding PCI-DSS length and complexity requirements.
- 4.2. Endpoint Controls. For access to the Cloud Environment, Snowflake personnel use Snowflake-issued laptops which utilize security controls that include, but are not limited to, (i) disk encryption, (ii) endpoint detection and response (EDR) tools to monitor and alert for suspicious activities and Malicious Code (as defined below), and (iii) vulnerability management in accordance with Section 4.7.3 (Vulnerability Management).
- 4.3. Separation of Environments. Snowflake logically separates production environments from development and testing environments. The Cloud Environment is both logically and physically separate from Snowflake's corporate offices and networks.
- 4.4. Firewalls / Security Groups. Snowflake shall protect the Cloud Environment using industry standard firewall or security groups technology with deny-all default policies to prevent egress and ingress network traffic protocols other than those that are business-required.
- 4.5. Hardening. The Cloud Environment shall be hardened using industry-standard practices to protect it from vulnerabilities, including by changing default passwords, removing unnecessary software, disabling or removing unnecessary services, and regular patching as described in this Security Policy.
- 4.6. Monitoring & Logging.
 - 4.6.1. Infrastructure Logs. Monitoring tools or services, such as host-based intrusion detection tools, are utilized to log certain activities and changes within the Cloud Environment. These logs are further monitored, analyzed for anomalies, and are securely stored to prevent tampering for at least one year.
 - 4.6.2. User Logs. As further described in the Documentation, Snowflake also captures logs of certain activities and changes within the Account and makes those logs available to Customer for Customer's preservation and analysis.
- 4.7. Vulnerability Detection & Management.
 - 4.7.1. Anti-Virus & Vulnerability Detection. The Cloud Environment leverages advanced threat detection tools with daily signature updates, which are used to monitor and alert for suspicious activities, potential malware, viruses and/or malicious computer code (collectively, "**Malicious Code**"). Snowflake does not monitor Customer Data for Malicious Code.
 - 4.7.2. Penetration Testing & Vulnerability Detection. Snowflake regularly conducts penetration tests throughout the year and engages one or more independent third parties to conduct penetration tests of the Service at least annually. Snowflake also runs weekly vulnerability scans for the Cloud Environment using updated vulnerability databases.
 - 4.7.3. Vulnerability Management. Vulnerabilities meeting defined risk criteria trigger alerts and are prioritized for remediation based on their potential impact to the Service. Upon becoming aware of such vulnerabilities, Snowflake will use commercially reasonable efforts to address private and public (e.g., U.S.-Cert announced) critical and high vulnerabilities within 30 days, and medium vulnerabilities within 90 days. To assess whether a vulnerability is 'critical', 'high', or 'medium', Snowflake leverages the National Vulnerability Database's (NVD) Common Vulnerability Scoring System (CVSS), or where applicable, the U.S.-Cert rating.

5. **Administrative Controls**

- 5.1. Personnel Security. Snowflake requires criminal background screening on its personnel as part of its hiring process, to the extent permitted by applicable law.
- 5.2. Personnel Training. Snowflake maintains a documented security awareness and training program for its personnel, including, but not limited to, onboarding and on-going training.
- 5.3. Personnel Agreements. Snowflake personnel are required to sign confidentiality agreements. Snowflake personnel are also required to sign Snowflake's information security policy, which includes acknowledging responsibility for reporting security incidents involving Customer Data.
- 5.4. Personnel Access Reviews & Separation. Snowflake reviews the access privileges of its personnel to the Cloud Environment at least quarterly, and removes access on a timely basis for all separated personnel.
- 5.5. Snowflake Risk Management & Threat Assessment. Snowflake's risk management process is modeled on NIST 800-53 and ISO 27001. Snowflake's security committee meets regularly to review reports and material changes in the threat environment, and to identify potential control deficiencies in order to make recommendations for new or improved controls and threat mitigation strategies.
- 5.6. External Threat Intelligence Monitoring. Snowflake reviews external threat intelligence, including US-Cert vulnerability announcements and other trusted sources of vulnerability reports. U.S.-Cert announced vulnerabilities rated as critical or high are prioritized for remediation in accordance with Section 4.7.3 (Vulnerability Management).
- 5.7. Change Management. Snowflake maintains a documented change management program for the Service.
- 5.8. Vendor Risk Management. Snowflake maintains a vendor risk management program for vendors that process Customer Data designed to ensure each vendor maintains security measures consistent with Snowflake's obligations in this Security Policy.

6. **Physical and Environmental Controls**

- 6.1. Cloud Environment Data Centers. To ensure the Cloud Provider has appropriate physical and environmental controls for its data centers hosting the Cloud Environment, Snowflake regularly reviews those controls as audited under the



Cloud Provider's third-party audits and certifications. Each Cloud Provider shall have a SOC 2 Type II annual audit and ISO 27001 certification, or industry recognized equivalent frameworks. Such controls, shall include, but are not limited to, the following:

- 6.1.1. Physical access to the facilities are controlled at building ingress points;
 - 6.1.2. Visitors are required to present ID and are signed in;
 - 6.1.3. Physical access to servers is managed by access control devices;
 - 6.1.4. Physical access privileges are reviewed regularly;
 - 6.1.5. Facilities utilize monitor and alarm response procedures;
 - 6.1.6. Use of CCTV;
 - 6.1.7. Fire detection and protection systems;
 - 6.1.8. Power back-up and redundancy systems; and
 - 6.1.9. Climate control systems.
- 6.2. Snowflake Corporate Offices. While Customer Data is not hosted at Snowflake's corporate offices, Snowflake's technical, administrative, and physical controls for its corporate offices covered by its ISO 270001 certification, shall include, but are not limited to, the following:
- 6.2.1. Physical access to the corporate office is controlled at building ingress points;
 - 6.2.2. Badge access is required for all personnel and badge privileges are reviewed regularly;
 - 6.2.3. Visitors are required to sign in;
 - 6.2.4. Use of CCTV at building ingress points;
 - 6.2.5. Tagging and inventory of Snowflake-issued laptops and network assets;
 - 6.2.6. Fire detection and sprinkler systems; and
 - 6.2.7. Climate control systems.

7. Incident Detection & Response

- 7.1. Security Incident Reporting. If Snowflake becomes aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data (a "**Security Incident**"), Snowflake shall notify Customer without undue delay, and in any case, where feasible, notify Customer within 72 hours after becoming aware.¹
- 7.2. Investigation. In the event of a Security Incident as described above, Snowflake shall promptly take reasonable steps to contain, investigate, and mitigate any Security Incident. Any logs determined to be relevant to a Security Incident, shall be preserved for at least one year.
- 7.3. Communication and Cooperation. Snowflake shall provide Customer timely information about the Security Incident to the extent known to Snowflake, including, but not limited to, the nature and consequences of the Security Incident, the measures taken and/or proposed by Snowflake to mitigate or contain the Security Incident, the status of Snowflake's investigation, a contact point from which additional information may be obtained, and the categories and approximate number of data records concerned. Notwithstanding the foregoing, Customer acknowledges that because Snowflake personnel do not have visibility to the content of Customer Data, it will be unlikely that Snowflake can provide information as to the particular nature of the Customer Data, or where applicable, the identities, number, or categories of affected data subjects. Snowflake's communications with Customer in connection with a Security Incident shall not be construed as an acknowledgment by Snowflake of any fault or liability with respect to the Security Incident.

8. Customer Rights & Shared Security Responsibilities

- 8.1. Customer Penetration Testing. Customer may provide a written request for a penetration test of its Account ("**Pen Test**") by submitting such request via a support ticket. Following receipt by Snowflake of such request, Snowflake and Customer shall mutually agree in advance on details of such Pen Test, including the start date, scope and duration, as well as reasonable conditions designed to mitigate potential risks to confidentiality, security, or other potential disruption of the Service or Snowflake's business. Pen Tests and any information arising therefrom are deemed Snowflake's Confidential Information. If Customer discovers any actual or potential vulnerability in connection with a Pen Test, Customer must immediately disclose it to Snowflake and shall not disclose it to any third-party.
- 8.2. Customer Audit Rights.
 - 8.2.1. Upon written request and at no additional cost to Customer, Snowflake shall provide Customer, or its appropriately qualified third-party representative (collectively, the "**Auditor**"), access to reasonably requested documentation evidencing Snowflake's compliance with its obligations under this Security Policy in the form of (i) Snowflake's ISO 27001 and PCI-DSS third-party certifications, (ii) Snowflake's SOC 1 Type II audit report, SOC 2 Type II audit report, HIPAA Compliance Report for Business Associates, (iii) Snowflake's most recently completed industry standard security questionnaire, such as a SIG or CAIQ, and (iv) data flow diagrams for the Service (collectively with Third-Party Audits, "**Audit Reports**").

¹ For clarity, where Customer's Agreement refers to the defined term "Security Breach", such reference shall be interpreted to refer to Security Incident, as defined herein.

- 8.2.2. Customer may also send a written request for an audit (including inspection) of Snowflake's facilities. Following receipt by Snowflake of such request, Snowflake and Customer shall mutually agree in advance on the details of the audit, including reasonable start date, scope and duration of and security and confidentiality controls applicable to any such audit. Snowflake may charge a fee (rates shall be reasonable, taking into account the resources expended by Snowflake) for any such audit. Audit Reports, any audit, and any information arising therefrom are deemed Snowflake's Confidential Information.
- 8.2.3. Where the Auditor is a third-party (or Customer is using a third-party to conduct an approved Pen Test under Section 8.1), such third party may be required to execute a separate confidentiality agreement with Snowflake prior to any audit, Pen Test, or review of Audit Reports, and Snowflake may object in writing to such third party if in Snowflake's reasonable opinion the third party is not suitably qualified or is a direct competitor of Snowflake. Any such objection by Snowflake will require Customer to appoint another third party or conduct such audit, Pen Test, or review itself. Expenses incurred by Customer or the third party in connection with such audit, Pen Test, or review, shall be borne exclusively by Customer or the third party.
- 8.3. Sensitive Customer Data. Customer Data containing content regulated by PCI-DSS, HIPAA, FedRAMP, or containing any similarly regulated content may only be uploaded to Snowflake's Business Critical Edition or Virtual Private Snowflake Edition of the Service. Additionally, Customer must implement appropriate Customer-configurable security controls, including IP whitelisting and MFA for all User interactive logins (e.g., individuals authenticating to the Service).
- 8.4. Shared Security Responsibilities. Without diminishing Snowflake's commitments in this Security Policy, Customer agrees:
 - 8.4.1. Snowflake does not assess the content of Customer Data to identify information subject to any specific legal, regulatory or other requirement and Customer is responsible for making appropriate use of the Service to ensure a level of security appropriate to the particular content of Customer Data, including, where appropriate, implementation of encryption functionality, such as the "tri-secret secure" feature (as described in the Documentation), and the pseudonymization of Customer Data;
 - 8.4.2. to be responsible for managing and protecting its User roles and credentials, including but not limited to (i) requiring that all Users keep credentials confidential and not share such information with unauthorized parties, (ii) reporting to Snowflake any suspicious activities in the Account or if a user credential has been compromised, (iii) appropriately configuring User and role-based access controls, including scope and duration of User access, taking into account the nature of its Customer Data, and (iv) maintaining appropriate password uniqueness, length, complexity, and expiration;
 - 8.4.3. to appropriately manage and protect any Customer-managed encryption keys to ensure the integrity, availability, and confidentiality of the key and Customer Data encrypted with such key; and
 - 8.4.4. to promptly update its Client Software whenever Snowflake announces an update.



Exhibit D

SNOWFLAKE

SUPPORT POLICY AND SERVICE LEVEL AGREEMENT (November 18, 2019)

This Snowflake Support Policy and Service Level Agreement ("**Policy**") is subject to the agreement between you ("**Customer**") and Snowflake Inc. ("**Snowflake**") under which Snowflake provides cloud data platform that references this Policy ("**Agreement**"). This Policy describes Snowflake's support offering provided by Snowflake's technical support team ("**Snowflake Support**") in connection with support requests related to bugs, defects, or errors in the Service causing it to fail to perform in material conformance with the Documentation ("**Errors**"). This Policy also describes the service level commitments applicable to certain editions of the Service. Customer shall receive Standard Support or Premier Support for the Edition of the Service as described in the applicable Order Form ("**Support Level**"). This Policy may be updated by Snowflake from time to time. Capitalized terms not defined in this Policy shall have the meaning given to them in the Agreement.

I. Support

1. **General Support Offering.** Customer shall designate one primary contact who has Snowflake administrator privileges and up to the number of additional contacts permitted for the Support Level then-currently procured by Customer as described in Table 4 ("**Customer Contacts**"). Snowflake shall provide English-speaking remote assistance to Customer Contacts for questions or issues arising from any Errors, as further described in this Policy, including troubleshooting, diagnosis, and recommendations for potential workarounds for the duration of Customer's subscription to the applicable Service. Snowflake shall also provide the specific entitlements for the corresponding Support Level procured by Customer as further described in this Policy and the tables below.

2. **Contacting Snowflake Support.** Customer Contacts may contact Snowflake Support by: (a) submitting a support request to the Snowflake webpage hosting the community forums and support portal located at <https://support.snowflake.net> (or such successor URL as may be designated by Snowflake) (such website, the "**Snowflake Lodge**") and designating the appropriate severity level according to Table 1 below, (b) submitting the support request to support@snowflake.com if Customer Contacts cannot access the Snowflake Lodge, or (c) if applicable to Customer's Support Level, and in the event Customer Contacts cannot access Snowflake Lodge or email, they may contact Snowflake Support by phone at the intake phone number identified in the Snowflake Lodge solely for purposes of having the support request submitted on their behalf (collectively, a "**Support Case**"). All Customer Contacts must be reasonably trained in the use and functionality of the Service and the Snowflake Documentation and shall use reasonable diligence to ensure a perceived Error is not an issue with Customer equipment, software, or internet connectivity.

3. **Submission of Support Cases.** Each Support Case shall; (a) designate the Severity Level of the Error in accordance with the definitions in Table 1, (b) identify the Customer's Account that experienced the error, (c) include information sufficiently detailed to allow Snowflake Support to attempt to duplicate the Error (including any relevant error messages), and (d) provide contact information for the Customer Contact most familiar with the issue. Unless Customer expressly designates the Severity Level, the Support Case will default to Severity Level four. If Customer believes the issue to be related to Client Software (as defined in the Agreement), then the Support Case shall also include the applicable Client Software log files. If Customer Contacts submit Support Cases related to enhancement or feature requests, Snowflake shall treat those tickets as closed once the request has been forwarded internally.

4. **Premier Support.** If Customer is receiving Premiere Support Level, the following shall apply in addition to the support description in Section 1 (General Support Offering):

- a. **Follow-the-Sun Case Management.** Snowflake Support shall implement follow-the-sun case management for handling Severity 1 Support Cases, to better facilitate uninterrupted support by utilizing Snowflake Support across multiple time zones.
- b. **Case Escalation.** If Customer reasonably believes Snowflake Support is not performing in a professional manner, or is failing to provide timely responses in accordance with this Policy, Customer may escalate the Support Case using the support escalation process described at the Snowflake Lodge ("**Case Escalation**"). Any Support Case escalated by Customer will be directed to Snowflake's management team for consideration.

5. Read-Only Users Support. When Customer is a Provider (using Snowflake's data-sharing functionality to share its Customer Data) to Read-only Users, such Read-only Users shall not be designated as Customer Contacts and any Support Cases related to the Provider or its Read-only Users shall be submitted solely by Provider's other Customer Contacts.

6. Other Support and Training. Snowflake also offers various support and training resources such as documentation, community forums, FAQs and user guides available on the Snowflake Lodge. Additionally, Snowflake offers for-fee consultation and training services via Statements of Work.

Table 1: Error Severity Level Definitions

Severity Level 1 (Critical Severity)	An Error that (a) renders the Snowflake Service completely inoperative or (b) makes Customer's use of material features of the Service impossible, with no alternative available.
Severity Level 2 (High Severity)	An Error that (a) has a high impact to key portions of the Service or (b) seriously impairs Customer's use of material function(s) of the Service and Customer cannot reasonably circumvent or avoid the Error on a temporary basis without the expenditure of significant time or effort.
Severity Level 3 (Medium Severity)	An Error that has a medium-to-low impact on the Service, but Customer can still access and use some functionality of the Service.
Severity Level 4 (Low Severity)	An Error that has low-to-no impact on Customer's access to and use of the Service.

Table 2: Severity Level Response Times

Error Severity Level	Standard Support	Premier Support
	Initial Response Time Target	
Severity Level 1 (Critical Severity)	Four (4) Business Hours	One (1) Hour
Severity Level 2 (High Severity)	Eight (8) Business Hours	Two (2) Business Hours
Severity Level 3 (Medium Severity)	Two (2) Business Days	One (1) Business Day
Severity Level 4 (Low Severity)	Four (4) Business Days	Two (2) Business Days

7. Error Response. Upon receipt of a Support Case, Snowflake Support will attempt to determine the Error and assign the applicable Severity Level based on descriptions in Table 1. Snowflake shall use commercially reasonable efforts to meet the Initial Response Time Target for the applicable Severity Level, as measured during in-region Snowflake Support hours set forth in Table 3 below (such hour(s), "**Business Hour(s)**" with the total Business Hours in an in-region support day being "**Business Day(s)**"). If the Customer Contact that submitted the Support Case is unresponsive or unreachable, Snowflake may downgrade the Severity Level by one level. If Snowflake's Severity Level designation is different from that assigned by Customer, Snowflake will promptly notify Customer in advance of such designation. If Customer notifies Snowflake of a reasonable basis for disagreeing with Snowflake's designated Severity Level, the parties will discuss in an effort to come to mutual agreement. If disagreement remains after discussion, each party will escalate within its organization and use good faith efforts to mutually agree on the appropriate Severity Level.

Table 3: Global Snowflake Support Hours

Snowflake Service Region	Standard & Premier Support Business Hours		
	Sev 1 (Premier)	Sev 1 (Standard) & Sev 2-4	Excluded Holidays Sev 2-4
North America	24x7x365	6AM-6PM PT Mon-Fri	Recognized U.S. Federal Holidays
EU	24x7x365	6AM-6PM CE Mon-Fri	Recognized EU Bank Holidays
Asia Pacific	24x7x365	6AM-6PM AEDT Mon-Fri	Recognized APAC Holidays

Table 4: Support Level Entitlements

Entitlements	Standard	Premier
Toll-Free phone access 24x7	N	Y
Snowflake Lodge (knowledge-base, forums, articles, events, etc.)	Y	Y
Follow-the-Sun Case Management	N	Y
Number of Total Customer Contacts	5	10
Case Escalation	N	Y

II. Service Level Agreement for Premier Support Level

If Customer is receiving the Premier Support Level, target availability for the Snowflake Service is ninety-nine and nine tenths percent (99.9%) per calendar month (based on minutes of availability/total minutes per month) ("**Service Level**"). If the Snowflake Service fails to meet the Service Level in a given month ("**Service Level Failure**"), then as Customer's sole and exclusive remedy, Customer shall receive the applicable number of Snowflake Credits set forth in Table 5 below ("**Service Level Credits**"), credited against Customer's usage in the calendar month following the Service Level Failure provided that Customer requests Service Level Credits within twenty-one (21) days of the calendar month in which the Service Level Failure occurred. As used in Table 5 below, "**Average Daily Snowflake Credits**" means Customer's actual Snowflake Credit consumption in the prior calendar month divided by the number of days in such month. Service Level Credits may not be exchanged for, or converted to, monetary amounts.

Table 5: Service Level Credit Calculation

Availability	Service Level Credit
Under 99.9% but greater than or equal to 99.0%	1 x Average Daily Snowflake Credits
Under 99.0% but greater than or equal to 95.0%	3 x Average Daily Snowflake Credits
Under 95.0%	7 x Average Daily Snowflake Credits

Example Calculation – In April, Customer uses a total of three hundred (300) Snowflake Credits. Customer's Average Daily Snowflake Credits for April is ten (10) Snowflake Credits (e.g., 300 / 30 days in April). During that month, the availability of the Snowflake Service is 98%. Customer's Service Level Credit is thirty (30) Snowflake Credits (e.g., 3 x 10 Average Daily Snowflake Credits), which will be credited against Customer's usage of the Snowflake Service in May.

III. Policy Exclusions

Snowflake will have no liability for any failure to meet the Service Level to the extent arising from: (a) use of the Snowflake Service by Customer other than as authorized under the Agreement or Documentation; (b) Customer Data; (c) Customer or User equipment; (d) third party acts, or services and/or systems not provided by Snowflake; (e) general Internet problems, or other factors outside of Snowflake's reasonable control; (f) evaluation or proof-of-concept use of the Snowflake Service; or (g) Snowflake's preview features (e.g., beta functionality not intended for production use). Snowflake will have no obligations to provide support for Snowflake's preview features, third party software or services, or custom scripts or code not native to the



Snowflake Service. Additionally, if Customer desires technical or professional services from Snowflake, including but not limited to services related to data modeling, code development, migration, or product training, then Customer and Snowflake must enter into a mutually executed Statement of Work for such services.

Exhibit E

TECHNICAL SERVICES ADDENDUM

1. Technical Services. Under this Technical Services Addendum ("TSA"), certain consulting, training or educational services will be provided to Customer by or on behalf of Snowflake ("**Technical Services**") as further described in a Statement of Work or Order Form (as applicable) referencing this TSA or the Main Terms and executed by both parties describing: (a) the services to be performed, (b) Fees and (c) any applicable milestones, dependencies and other technical specifications or related information related to the Technical Services (each, a "**Statement of Work**" or "**SOW**"). All SOWs shall be deemed part of and subject to this TSA and Main Terms.

2. Changes to Scope. Any requirement(s) or deviations from the scope of work or terms that are not specifically included and described in an SOW will be considered outside the scope and must be procured separately through a formal, written, signed amendment or change order to the SOW ("**Change Order**") that may result in additional cost or modified terms.

3. Customer Obligations.

3.1 Assistance. Customer agrees to provide Snowflake with reasonable access to Customer Materials (defined below), resources, personnel, equipment or facilities to the extent such access is necessary for the provision of Technical Services. Snowflake shall have no liability and shall be excused from the performance of Technical Services with respect to its inability to perform such Technical Services to the extent caused by Customer's failure or delay to provide necessary Customer Materials in a timely manner.

3.2 Customer Materials. Customer hereby grants Snowflake a limited right to use any Customer materials provided to Snowflake in connection with Technical Services (the "**Customer Materials**") solely for the purpose of providing Technical Services to Customer. Customer will retain any of its rights (including all intellectual property rights) in the Customer Materials. Customer represents and warrants to Snowflake that Customer has sufficient rights in the Customer Materials to grant the rights granted to Snowflake in this Section and that the Customer Materials do not infringe or violate the intellectual property, publicity, privacy or other rights of any third party.

4. Deliverables and Snowflake Technology.

4.1 License to Deliverables. Unless otherwise set

forth in the applicable SOW, subject to this TSA, Snowflake hereby grants Customer a limited, non-exclusive, royalty-free, non-transferable worldwide license to use the Deliverables solely in connection with such Customer's use of the Snowflake Service during the period in which such Customer has valid access to the Snowflake Service. Customer may not reverse engineer, decompile, disassemble, translate, copy, reproduce, display, publish, create derivative works of, assign, sell, lease, rent, license, sublicense or grant a security interest in all or any portion of the Deliverables. "**Deliverables**" means anything provided to Customer under this TSA, including, but not limited to all

deliverables, work product, code (including SQL queries) and any derivative, enhancement or modification thereof, but does not include any Customer Materials.

4.2 License to Tools. Notwithstanding any other provision of this TSA: (i) nothing herein shall be construed to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise ("**Tools**") used by Snowflake to develop the Deliverables, and to the extent such Tools are delivered with or as part of the Deliverables, they are licensed, not assigned, to Customer, on the same terms as the Deliverables or as otherwise agreed by Customer; and (ii) the term "Deliverables" shall not include the Tools. Tools are Snowflake Confidential Information.

4.3 Restrictions. Customer shall not (and shall not permit any third party to): (a) use, copy or distribute the Deliverables or Tools except as expressly permitted herein; (b) reverse engineer, decompile or disassemble any Deliverables; or (c) modify or create any derivative work of the Deliverables (unless expressly permitted in the applicable SOW).

4.4 Snowflake Ownership. Except as expressly provided in Section 4.1 (License to Deliverables), Snowflake does not grant any rights or licenses to Customer under its intellectual property rights, whether express or implied. Notwithstanding anything to the contrary herein, except as expressly provided in Section 4.1 (License to Deliverables), Snowflake and its suppliers have and will retain all right, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to (a) the Snowflake Service, (b) the Deliverables, (c) any Snowflake know-how, tools, methodologies, techniques or expertise used or embodied in any Expert Assistance or Deliverables, (d) any and all related and underlying technology and documentation, and (e) any modifications, improvements and derivative works thereof created by or for Snowflake (including to the extent incorporating Feedback) ("**Snowflake Technology**"). Notwithstanding anything to the contrary herein, Snowflake may freely use and incorporate into Snowflake's products and services any suggestions, enhancement requests, recommendations, corrections, or other feedback provided by Customer relating to Snowflake's products or services ("**Feedback**").

5 Access to Customer Data. Unless specifically set forth in an SOW, the parties agree that Snowflake will not have access to Customer Data, Customer systems, Customer networks or Customer applications (other than access to Customer's Snowflake account, if such access is contemplated in an SOW) in performance of the Technical Services and Customer will not grant Snowflake such access. If such access is specifically set forth in an SOW, then unless otherwise agreed to in an SOW, Snowflake's access to such Customer Data, systems, networks or applications is subject to the following terms and conditions: (a) Customer is solely responsible for ensuring that both the duration and



configuration of the scope of access to Customer Data is strictly limited to the access required under the specific SOW; (b) such access may not extend past the Term of the applicable SOW and will be limited to the Snowflake Service; (c) Customer is solely responsible for access control management and must ensure that any access to Customer Data that Customer grants to Snowflake is limited to: (i) read-only access; and (ii) in Customer's Snowflake development environment only; (d) Customer will not grant Snowflake access to any other Snowflake environment (including, but not limited to test, prod or disaster recovery); (e) Snowflake may only access Customer Data through secure Customer workstations and networks that are provided, monitored, managed, configured, supported and maintained by Customer; (f) Customer must provide unique user ID/passwords to any Snowflake resource that requires access to Customer Data as described herein; (g) such credentials noted in (f) above will be solely managed by Customer and Customer will be responsible for any consumption generated from the supplied credentials and (h) Customer will not grant access to any Customer Data that is unencrypted or contains personal data.

6 Payment and Taxes. Customer will pay Snowflake the amounts and at the times set forth in the applicable SOW. Unless otherwise specified in the applicable SOW, Customer agrees to reimburse Snowflake for travel, lodging and meal expenses incurred in the course of providing Technical Services at any location other than Snowflake's site. Snowflake will invoice Customer for expenses incurred. Unless otherwise agreed to by the parties in the applicable SOW, all payments are non-refundable and shall be made in U.S. dollars within thirty (30) days from the date of Snowflake's invoice. Customer is responsible for paying all Taxes associated with its purchases hereunder other than taxes based on income, property, or employees of Snowflake. If Snowflake has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, Snowflake will invoice Customer and Customer will pay that amount unless Customer provides Snowflake with a valid tax exemption certificate authorized by the appropriate taxing authority. Taxes will not be deducted from payments to Snowflake, except as required by applicable law, in which case Customer will increase the amount payable as necessary so that, after making all required deductions and withholdings, Snowflake receives and retains (free from any liability for Taxes) an amount equal to the amount it would have received had no such deductions or withholdings been made. Upon Snowflake's request, Customer will provide to Snowflake its proof of withholding tax remittance to the respective taxing authority. Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less.

7 Term and Termination. This TSA remains in effect until termination of the Main Terms or as terminated in accordance with this Section. Either party may terminate this TSA for convenience at any time by giving the other party thirty (30) days written notice, but such termination will not affect any SOW in effect at the time of termination (and this TSA will continue to survive and apply with respect to any such SOW until expiration or termination of such SOW hereunder). In addition, either party may terminate this TSA

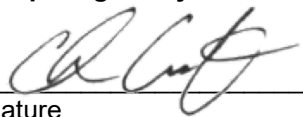
or any SOW if the other party: (a) fails to cure any material breach of this TSA or SOW within thirty (30) days after written notice of such breach; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days thereafter). Sections 3 (Customer Obligations), 4 (Deliverables and Snowflake Technology), will survive any termination or expiration of this TSA. Section 6 (Payment and Taxes) will survive with respect to payments accrued prior to termination.

8 Technical Services Warranty. Snowflake warrants that any Technical Services will be performed in a professional and workmanlike manner in accordance with industry standards and substantially in accordance with the SOW. In the event of a breach of this warranty, Snowflake will use commercially reasonable efforts to re-perform the Technical Services to correct the non-conformity, at no charge to Customer, and if Snowflake is unable to correct the reported non-conformity after two attempts, either party may terminate the applicable SOW and Customer will receive a refund of any unused Fees Customer has pre-paid for the Technical Services purchased thereunder. The foregoing shall be Customer's sole and exclusive remedy for any breach of the warranty set forth in this Section. This warranty will not apply unless Customer makes a claim within thirty (30) days from the date such Technical Services were initially provided.

9 Independent Contractor. Snowflake's relationship with Customer will be that of an independent contractor. Neither party will have any authority to bind the other, to assume or create any obligation, to enter into any agreements, or to make any warranties or representations on behalf of the other. Nothing in this TSA shall be deemed to create any agency, partnership or joint venture relationship between the parties. Each party is solely responsible for all of its employees and agents and its labor cost and expenses and for any and all claims, liabilities or damages or debts of any type whatsoever that may arise on account of each party's activities or those of its employees or agents in the performance of this TSA. Snowflake reserves the right to use third-parties (who are under a covenant of confidentiality with Snowflake) to provide any Technical Services described hereunder.

Key Personnel. In accordance with Section 12. Changes in Subcontractor Representation in the Carahsoft NASPO Agreement, any applicable key administrative personnel shall be identified solely in the SOW upon mutual agreement of the Parties.

Participating Entity



Signature
Chase Croft

Printed Name
Contract Administrator

Title
8/17/2023

Date

Contractor



Signature
Colby Bender

Printed Name
Contracts Team Lead

Title
08/17/2023

Date



Pricing Proposal
Quotation #: 24443230
Reference #: 01/31/2024
Created On: 1/31/2024
Valid Until: 2/29/2024

ID-City of Lewiston

Suzanne Seigneur

INFORMATION SYSTEMS
PO BOX 617
LEWISTON, ID 83501
United States
Phone: 208-746-3671
Fax:
Email: sseigneur@cityoflewiston.org

Inside Account Executive

Joseph Solis

290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-652-3063
Fax:
Email: joseph_solis@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Passio GO CAD/AVL GPS Setup Passio Technologies - Part#: GOga Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: PADD20210886	1	\$2,134.58	\$2,134.58
2	Passio GO GPS CAD/AVL Software License Passio Technologies - Part#: GOgpsav Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: PADD20210886	12	\$109.91	\$1,318.92
3	Vehicle Logic Unit for GPS Tracking Passio Technologies - Part#: VLU Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: PADD20210886	12	\$287.79	\$3,453.48
4	Installation - Passio GO Passio Technologies - Part#: Install Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: PADD20210886	12	\$985.72	\$11,828.64
5	Installation - AVA Passio Technologies - Part#: Install Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: PADD20210886	12	\$946.07	\$11,352.84
6	Passio GO GPS/AVL Recurring Monthly Passio Technologies - Part#: GOgpsRM Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: PADD20210886	12	\$58.93	\$707.16

7	EPC Express Passio Technologies - Part#: EPC Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: PADD20210886	12	\$83.77	\$1,005.24
8	AVA Automated Voice Announcement Passio Technologies - Part#: AVAx-60 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: PADD20210886	12	\$106.57	\$1,278.84
			Shipping	\$0.00
			Total	\$33,079.70

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Total One-Time cost \$30,088.46
Total Monthly cost \$2,991.24

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

SUPPLEMENTARY CONDITIONS TO NASPO CONTRACT # AR2488 FOR SOFTWARE HOUSE INTERNATIONAL (SHI), RESELLER FOR PASSIO TECHNOLOGY

Supplementary Conditions for the Procurement of Passio Technologies Software from SHI Reseller under the NASPO Procurement Cooperative

1. **Scope of Application:** These supplementary conditions apply to the procurement of Passio Technologies' software products through Software House International (SHI), a designated reseller, under the NASPO (National Association of State Procurement Officials) procurement cooperative, NASPO contract number AR2488. Funding for this procurement is provided by the Federal Transit Administration, CDFA number 20.526, Federal Award Identification Number (FAIN) 1722-2024-04 and Idaho Transportation Department agreement #C2479LT. The scope of this purchase from the NASPO Procurement Cooperative is to procure Computer Aided Dispatch/ Automated Vehicle Location (CAD/AVL) system and additional functionality such as vehicle logic, GPS tracking, automatic vehicle annunciators and tablets for use on the Lewiston Transit Systems fixed routes.
2. Below is a breakdown of the Passio Technologies products and quantities to be procured:

PRODUCT	QUANTITY	COST EACH	TOTAL COST PER ITEM	TOTAL 1 YEAR COST
Passio Go CAD/AVL GPS Setup	1	2134.58	\$2134.58	
Passio Go GPS CAD/AVL Software License	12	109.81	\$1318.92	
Passio Vehicle Logic Unit for GPS Tracking	12	287.79	\$3,453.48	
Passio Go Installation	12	985.72	\$11,828.64	
AVA Installation	12	946.07	\$11,352.84	
ONE TIME INSTALLATION COSTS				\$30,088.46
Passio Go GPS/AVL Recurring Monthly	12 buses x 12 mos	58.93	\$8,485.92	
EPC Express Units	12 buses x 12 mos	83.77	\$12,062.88	
AVA Automated Voice Announcement	12 buses x 12 mos	106.57	\$15,346.08	
ONE TIME INSTALLATION COSTS	1			
TOTAL ANNUAL COSTS				\$35,894.88
TOTAL COSTS FIRST YEAR				\$65,983.34

3. Pricing and Payment Terms:

Service Period: This agreement is for 5 years in total, from April 15, 2024 to April 15, 2029. SHI understands that the City of Lewiston is strictly bound by Article VIII, § 3 of the Idaho Constitution, which prohibits the City of Lewiston from incurring any indebtedness or liability, in any manner, beyond its current fiscal year, which is October 1 through September 30. All Renewal Terms are wholly contingent upon the annual appropriation of funds for the products and Services provided by SHI to the City of Lewiston in accordance with these Terms. Said appropriations may be made solely at the option and discretion of the City of Lewiston. In the event the City of Lewiston does not appropriate funds for said products and Services for an ensuing fiscal year, for any reason, the City of Lewiston may terminate its use of said products and Services and these Terms without penalty. The City of Lewiston shall give prompt written notice to SHI attesting to the non-appropriation of funds and the effective date of termination, and no financial obligations shall accrue after the effective date of said termination.

AGREEMENT YEAR	ANNUAL COSTS	TO PAY UP FRONT	ANNUAL COSTS AFTER PAYMENT
1	\$65,983.34	\$65,983.34	0
2	\$35,894.88	\$35,894.88	0
3	\$35,894.88	\$35,894.88	0
4	\$35,894.88	0	\$35,894.88
5	\$35,894.88	0	\$35,894.88
TOTALS	\$209,562.86	\$137,773.10	\$65,983.34

1. Payment Terms:

1. initial payment of \$137,773.10 will be provided at time of order to cover contract terms and payment for the first three years starting at the time of contract execution.

2. The following 4th year payment will be \$35,894.88 and due the beginning of the 4th year after contract execution.

3. The 5th year payment will be \$35,894.88 and due the beginning of the 5th year after contract execution.

2. The City of Lewiston is exempt from state sales tax and federal excise tax. Therefore, these taxes are not to be included in the pricing. The City will provide applicable Tax Exemption Certificates upon request.
4. **Compliance with FTA Regulations:** The vendor shall adhere to all Federal Transit Administration (FTA) requirements, including but not limited to disadvantaged business enterprise (DBE) requirements, and Title VI regulations. All parties involved in this procurement process acknowledge and agree to comply with the FTA regulations governing transit-related procurements, in addition to the regulations outlined by NASPO.

5. **Documentation and Certification:** SHI, as the reseller of Passio Technologies software, agrees to provide all necessary documentation and certifications required under the FTA regulations to ensure compliance with transit procurement standards.

6. **Transparency and Non-Discrimination:** The procurement process shall be conducted transparently and without discrimination, consistent with the principles outlined by NASPO and the FTA.
7. **Intellectual Property Rights:** SHI and Passio Technologies warrant that they hold all necessary intellectual property rights to provide the software products procured under this agreement. Any intellectual property disputes shall be resolved in accordance with the provisions of the FTA.
8. **Data Protection and Privacy:** SHI and Passio Technologies shall adhere to all data protection and privacy regulations outlined by the FTA, NASPO, and relevant national laws. Measures shall be taken to ensure the security and confidentiality of any data collected or processed through the software products provided.
9. **Dispute Resolution:** Any disputes arising from the interpretation or implementation of these supplementary conditions shall be resolved amicably through negotiation between the parties. In case of failure to reach a resolution, disputes shall be settled in accordance with the dispute resolution mechanisms outlined by NASPO and the FTA.
10. **Subcontracting and Outsourcing:** SHI and/or Passio Technologies shall notify the procuring entity of any subcontracting or outsourcing arrangements related to the provision of Passio Technologies' software products.
11. **Modification and Termination:** These supplementary conditions may be modified or terminated by mutual agreement of the parties, subject to the provisions of NASPO, the FTA, and any relevant national laws governing procurement.
12. **Effective Date:** These supplementary conditions shall take effect upon execution of the procurement contract between the City of Lewiston and SHI, and shall remain in force for the duration of the contract period of 5 years.

State of Idaho Requirements: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. **Anti-Boycott against Israel Act:** If this Agreement: (1) is to acquire or dispose of services, supplies, information technology, or construction; (2) has a total potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Consultant is a company with ten (10) or more employees, then, pursuant to Idaho Code § 67-2346, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.
2. **No Public Funds for Abortion Act:** Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 *et seq.*
3. **Contract with Company Owned or Operated by the Government of China Prohibited:** If this Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Consultant certifies that Consultant is not a company currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the last day and year written below (“Effective Date”).

DATED this _____ day of _____ 20_____.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya Brocke, City Clerk

DATED this 18th day of March 2024.

Vendor

SHI International Corp.

DocuSigned by:
By: Kristina Mann
EA418E789F09404...

Title: Sr. Manager - Contracts

City of Lewiston

PROPOSAL FORM

NASPO CONTRACT 230204 TRAN

Having read the specifications and noted and described any exceptions, the proposer hereby proposes to manufacture and/or furnish to the City of Lewiston, subject to acceptance of this proposal, the software as per the attached specifications.

NAME OF BUSINESS: SHI INTERNATIONAL CORP.

ADDRESS: 290 Davidson Ave., Somerset, NJ 08873

TECHNICAL SUPPORT —Name and Address of Entity:

SHI INTERNATIONAL CORP.

290 Davidson Ave., Somerset, NJ 08873

AUTHORIZED SIGNATURE FOR PROPOSER

DocuSigned by:
Kristina Mann
EA418E789F09404...

PRINTED NAME & TITLE Kristina Mann Sr. Manager - Contracts

TELEPHONE +17326523063

EMAIL Joseph_Solis@SHI.com

FEDERAL TERMS AND CONDITIONS

This procurement is being funded, in whole or in part, with federal funds through the Federal Transit Administration (FTA). As consequence of that funding, the following FTA mandated provisions are included in this procurement.

NATIONAL DEFENSE AUTHORIZATION ACT

Section 5323(u)(1) generally prohibits FTA funding of procurements of rolling stock from any manufacturer that is “owned or controlled by, is a subsidiary of, or is otherwise related legally or financially to a corporation based in” certain foreign countries. A country is covered by the restriction if it—

“(i) is identified as a nonmarket economy country (as defined in section 771(18) of the Tariff Act of 1930 (19 U.S.C. 1677(18))) as of [December 20, 2019];

“(ii) was identified by the United States Trade Representative in the most recent report required by section 182 of the Trade Act of 1974 (19 U.S.C. 2242) as a foreign country included on the priority watch list defined in subsection (g)(3) of that section; and

“(iii) is subject to monitoring by the Trade Representative under section 306 of the Trade Act of 1974 (19 U.S.C. 2416).”

NO OBLIGATION BY THE FEDERAL GOVERNMENT.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being

performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

49 U.S.C. § 5325(g), 2 C.F.R. § 200.333, 49 C.F.R. part 633

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) A-4 years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto. c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required. d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CIVIL RIGHTS LAWS AND REGULATIONS

Civil Rights and Equal Opportunity

The City of Lewiston is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. §

5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for A-26 employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of

U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § A-27 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.

ENERGY CONSERVATION

42 U.S.C. 6321 et seq. 49 C.F.R. part 622, subpart C

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

TERMINATION

2 C.F.R. § 200.339, 2 C.F.R. part 200, Appendix II (B)

1. Termination for Convenience. The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

2. Termination for Default [Breach or Cause]. If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

3. Opportunity to Cure. In the case of a termination for breach or default, the City may, in its sole discretion, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4. Waiver of Remedies for any Breach. In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

2 C.F.R. part 180, 2 C.F.R part 1200, 2 C.F.R. § 200.213, 2 C.F.R. part 200 Appendix II (I),

Executive Order 12549, Executive Order 12689

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. The provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the City of

Lewiston. If it is later determined by the City that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q 33, U.S.C. §§ 1251-1387, 2 C.F.R. part 200, Appendix II (G)

The Contractor agrees: 1) It will not use any violating facilities; 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;” 3) It will report violations of use of prohibited facilities to FTA; and 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

CLEAN WATER

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 – 1377. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

CARGO PREFERENCE REQUIREMENTS

46 U.S.C. § 55305, 46 C.F.R. part 381

Cargo Preference - Use of United States-Flag Vessels The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

FEDERAL CERTIFICATIONS

LOBBYING RESTRICTIONS (3 Pages-Page 1)

31 U.S.C. § 1352, 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (J), 49 C.F.R. part 20

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering A-48 into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

LOBBYING RESTRICTIONS (3 Pages-Page 2)

The Contractor, SHI INTERNATIONAL CORP., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

DocuSigned by:
Kristina Mann
EA418E789F09404... Signature of Contractor's Authorized Official

Kristina Mann Sr. Manager - Contracts Name and Title of Contractor's Authorized Official

3/18/2024 Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See Reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known:		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency: 	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known: 	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(Including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Federal Use Only:		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____ Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

VIOLATION AND BREACH OF CONTRACT

2 C.F.R. § 200.326, 2 C.F.R. part 200, Appendix II (A)

The City of Lewiston shall have the following rights in the event that the City deems the Contractor guilty of a breach of any term under the Contract. 1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors; 2. The right to cancel this Contract as to any or all of the work yet to be performed; 3. The right to specific performance, an injunction or any other appropriate equitable remedy; and A-76 4. The right to money damages. For purposes of this Contract, breach shall include [the City to define]. Rights and Remedies of Contractor Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the City of Lewiston, the Contractor expressly agrees that no default, act or omission of the City shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the City directs Contractor to do so) or to suspend or abandon performance. Remedies Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the City will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the City takes action contemplated herein, the City will provide the Contractor with sixty (60) days written notice that the City considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City's Purchasing Coordinator. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the

Purchasing Coordinator. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Purchasing Coordinator shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

The Vendor, SHI INTERNATIONAL CORP., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

DocuSigned by:
Kristina Mann Signature of Vendor's Authorized Official
EA410E709F09404...

Kristina Mann Sr. Manager - Contracts Name and Title of Vendor's Authorized Official

3/18/2024 Date

FLY AMERICA

49 U.S.C. § 40118, 41 C.F.R. part 301-10, 48 C.F.R. part 47.4

a) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

b) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

c) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

Statement of Unavailability of U.S.-Flag Air Carriers. International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

_____A-44 (End of statement) e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

DISADVANTAGED BUSINESS ENTERPRISE

49 CFR Part 26

(a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

(b) The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(c) If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

(d) If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(e) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 10 working days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 10 working days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 10 working days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

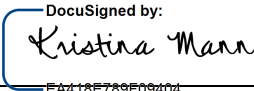
Prompt Payment and Return of Retainage (1 page)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 calendar days from the receipt of each payment the prime contractor receives from the Authority. The prime contractor agrees further to return retainage payments (if any) to each subcontractor within 30 calendar days after the subcontractor(s)' work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for a good cause following written approval of the Authority. This clause applies to both DBE and non-DBE subcontractors.

The subcontractors must notify the State Contract Manager of prime contractor noncompliance with the prompt payment provisions. Upon receipt of such notification, the State will investigate and take appropriate action.

By affix of signature, Contractor hereby agrees to abide by the above-listed requirements and agrees to supply appropriate documentation:

Date 3/18/2024

Signature  EA416E769F09404...

Printed Name Kristina Mann

Company Name SHI INTERNATIONAL CORP.

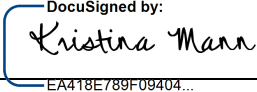
Title Sr. Manager - Contracts

Privacy Act (1 Page-Page 1}**5 U.S.C. 552**

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Date 3/18/2024

Signature  EA418E789F09404...

Printed Name Kristina Mann

Company Name SHI INTERNATIONAL CORP.

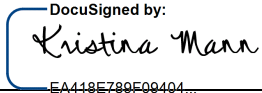
Title Sr. Manager - Contracts

Compliance with Federal Transit Administration (FTA) and Other Federal Requirements and Clauses (1 page)

The (bidder) is responsible for ensuring its compliance with all applicable Federal Transit Administration (FTA) requirements. Additionally, the Contractor is responsible for ensuring that subcontractors, at as many tiers of the Project as required, perform in accordance with the contract terms, conditions, and specifications, including all applicable FTA requirements.

Upon request of the Authority or FTA, the Contractor shall provide evidence of the steps it has taken to ensure its compliance with the FTA requirements, as well as proof of the steps it has taken to ensure subcontractor performance, and submit evidence of subcontractor's compliance, at all tiers.

Date 3/18/2024

Signature  EA448E780F09404...

Printed Name kristina Mann

Company Name SHI INTERNATIONAL CORP.

Title Sr. Manager - Contracts

ACCESS FOR INDIVIDUALS WITH DISABILITIES

49 U.S.C. § 5301(d)

The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with

29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a) The City of Lewiston and its sub recipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or

Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Covered Foreign Country means the People's Republic of China.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

Other Federal Requirements

The following are not Federal clauses but requirements.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit

Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally- assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the

recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements

To the extent not inconsistent with foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with

the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Restrictions

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Veterans Preference.

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Organizational Conflicts of Interest

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational

conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third

Party Participant’s objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Safe Operation of Motor Vehicles.

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or AGENCY.

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

The Vendor, SHI INTERNATIONAL CORP., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

DocuSigned by:
Kristina Mann Signature of Vendor's Authorized Official
EA418E789F09404...

Kristina Mann Sr. Manager, Contracts Name and Title of Vendor's Authorized Official

3/18/2024 Date

CLOUD SOLUTIONS 2016-2026
Led by the State of Utah

Master Agreement #: AR2488

Participating Addendum #: **PADD20210886**

Contractor: **SHI INTERNATIONAL CORP.**

Participating Entity: **STATE OF IDAHO**

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

- GovQA Public Records Related Products and Services.

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

Master Agreement Terms and Conditions:

1. Scope: This Participating Addendum (PA) covers **Cloud Solutions*** led by the State of Utah for use by state agencies and other entities located in the Participating Entity authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. (* Specifically, GovQA Public Records Related Products and Services.)
2. Participation: This PA may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Idaho. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. All state of Idaho agencies and public agencies (as defined by Idaho Code, Section 67-2327) (both referred to as "Purchasing Entities" within this PA) are authorized to purchase products and services under the terms and conditions of the NASPO ValuePoint Master Agreement and those within this PA. Public agencies include any city or political subdivision of the state of Idaho, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties, cities, or any political subdivision created under the laws of the state of Idaho; and public schools and institutions of higher education. It will be the responsibility of the public agency to independently contract (i.e., issue purchase orders) with the Contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts.
3. Access to Cloud Solutions Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.
4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

CLOUD SOLUTIONS 2016-2026

Led by the State of Utah

Contractor

Name:	Andrea Keno
Address:	290 Davidson Avenue, Somerset, NJ 08873
Telephone:	(425) 457-2462
Fax:	(888) 764-8889
Email:	Andrea_keno@shi.com

Participating Entity

Name:	Jason Urquhart
Address:	650 W. State St., Room 100, Boise, ID 83702
Telephone:	208-332-1608
Fax:	208-327-7320
Email:	jason.urquhart@adm.idaho.gov

5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

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

Participating Entity must check one of the boxes below.

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

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

5.a Reporting and Administrative Fee.

- i. Idaho Administrative Fee. A 1.25% Administrative Fee will apply to all purchases made under this PA by any Purchasing Entity. On a quarterly basis, the Contractor shall remit to the Division of Purchasing (DOP) an amount equal to one and one-quarter percent (1.25%) of the Contractor's net (sales minus credits) quarterly sales made under the PA. Pricing has been adjusted to incorporate the Administrative Fee so that the price to Purchasing Entities will reflect the adjustment. Notwithstanding the adjustment, all pricing updates and other terms and conditions of pricing shall be as set forth in the state of Colorado Master Agreement (Master Agreement #: AR2488). Administrative Fee Payment checks must be made out and mailed to:

Division of Purchasing, State of Idaho
P.O. Box 83720
Boise, ID 83720-0075

- ii. Reporting Timeline. Administrative Fee payments and reports to DOP are due no later than thirty (30) calendar days after the end of each calendar quarter detailed below:

1st Quarter: July 1 – September 30

CLOUD SOLUTIONS 2016-2026
Led by the State of Utah

2nd Quarter: October 1 – December 31
3rd Quarter: January 1 – March 31
4th Quarter: April 1 – June 30

- iii. **Required Reports.** Two (2) quarterly reports must accompany each Administrative Fee payment and be furnished electronically in Microsoft Excel format. The required reports are: 1) PADD Summary Usage Report; and 2) Detailed Usage Report. The PADD Summary Usage Report can be found on the "Information for Vendors" page of DOP's website: <https://purchasing.idaho.gov/information-for-vendors/>. The Detailed Usage Report template is attached to this PA as **Attachment 1**.

The report must be emailed to: purchasing@adm.idaho.gov.

- 5.b **Governing Law.** This PA and all orders issued thereunder by Purchasing Entities shall be construed in accordance with, and governed by the laws of the state of Idaho, and the parties hereto consent to the jurisdiction and exclusive venue of the state courts of Ada county in the state of Idaho in the event of any dispute with respect to the PA.
- 5.c **Assignment.** The Contractor shall not assign this PA, or its rights, obligations, or any other interest arising from this PA, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing. Transfer without such approval shall cause the annulment of the PA, at the option of the Participating State. All rights of action, however, for any breach of the PA are reserved to the Participating State. (I.C. § 67-5726(1)).

Notwithstanding the foregoing, to the extent required by applicable law (including I.C. § 28-9-406), Contractor may assign its right to payment on an account provided that the Participating State shall have no obligation to make payment to an assignee until thirty (30) calendar days after Contractor (not the assignee) has provided the responsible procurement officer with (a) proof of the assignment, (b) the identity of the specific state contract to which the assignment applies, and (c) the name of the assignee and the exact address to which assigned payments should be made. The Participating State may treat violation of the clause as an event of default.

- 5.d **Amendments.** Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated in this PA unless the Participating State elects not to incorporate an amendment by providing written notification to Contractor, which notice must be provided within ten (10) business days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this section 5.d will result in the Master Agreement amendment automatically being incorporated in this PA.

If the Contractor adjusts its prices specifically for Idaho pursuant to this PA due to Idaho's administrative fee (see section 4.a, Reporting and Administrative Fee, above), then the

CLOUD SOLUTIONS 2016-2026

Led by the State of Utah

Contractor must provide an updated price list to the Division of Purchasing prior to price changes being effective.

- 5.e **Applicable Terms.** The Participating State agrees to the terms and conditions of the Master Agreement only to the extent that the terms and conditions are not in conflict with this PA or with the laws of the state of Idaho.
- 5.f **Records Maintenance.** The Contractor shall maintain or supervise the maintenance of all financial records necessary to properly account for all payments made to the Contractor for the costs authorized by the PA. These financial records shall be retained by the Contractor for at least three (3) years after the PA terminates or expires, or until all audits initiated within the three (3) years have been completed, whichever is later.
- 5.g **Termination for Convenience.** The Participating State may terminate this PA for its convenience, in whole or in part, with or without cause, upon thirty (30) calendar days' written notice to the Contractor specifying the date of termination if the Participating State determines it is in its best interest.
- 5.h **Termination for Default.** The Participating State may terminate this PA when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or noncompliance within a reasonable time, not to exceed thirty (30) calendar days, unless such longer period of time is mutually agreed upon between the parties in writing. The Participating State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.

A Purchasing Entity may terminate an order when the Contractor has been provided written notice of default or non-compliance and fails to cure such breach or non-compliance within thirty (30) calendar days of receiving written notice of said breach or non-compliance.

- 5.i **Public Records and Trade Secrets.** Title 74, Chapter 1, Idaho Code (the Public Records Act) provides for the examination of public records, including records related to procurements and contracts. Section 74-107 details an exemption to examination of records deemed "trade secrets." Generally, this exemption describes trade secrets to "include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy."

Upon request, the Contractor must provide an electronic copy of any documents related to this PA, with any information it has determined to meet the Idaho Code definition of trade secret redacted within three (3) business days. The Contractor must redact only that information which meets the definition of "trade secret;" entire documents identified as

CLOUD SOLUTIONS 2016-2026
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"confidential" will not be accepted. The Contractor must also provide a separate document entitled "List of Redacted Trade Secret Information" which provides a succinct list of all trade secret information noted in your Document; listed in the order it appears in your submittal documents, identified by Page #, Section #/Paragraph #, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the Participating State's procurement personnel to determine the precise text/material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure and how the exempting the material complies with the Public Records Law. In the event the Participating State or Purchasing Entity receives a request pursuant to the Public Records Act, which includes information deemed "trade secret" by the Contractor, the Contractor must agree to defend and indemnify the Participating State or the Purchasing Entity against any claim brought challenging the denial of the request under the trade secret exemption. Failure of the Contractor to provide an electronic copy of the redacted documents, or to defend and indemnify the Participating State or Purchasing Entity, will result in the full (unredacted) document being released in response to the request.

6. Subcontractors: All contractors, dealers, and resellers authorized in the state of Idaho, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.
8. Lease Agreements: Leases Agreements are not applicable to this PA.
9. Website or Portal Terms and Conditions: If the Contractor (or a third-party partner of the Contractor) provides any website or portal through which orders can be placed, any terms and conditions related to any such website or portal are void.
10. Pricing: Pricing for each Purchasing Entity will be determined specific to the Purchasing Entity's requirements. Each Purchasing Entity will need to provide a scope of its needs so that variables can be determined and evaluated, such as type of requests, number of requests and complexity. Once the solution is developed according to the Purchasing Entity's requirements, the Contractor will provide pricing at a one percent (1%) discount off of MSRP.
11. On April 26, 2021, Governor Little signed Senate Bill 1086. The bill creates a new section of code requiring all public entities in Idaho to insert a certification regarding boycotts of Israel

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in contracts and renewals of contracts that are effective on or after July 1, 2021. Contractor must agree to the following certification: failure to do so will result in the state of Idaho not being able to award this PA. Do you certify as follows?

Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

X

Yes, we certify per the above

No, we do not certify

Certified for Contractor by (name and title): Elisabeth Arnold

Signature: Elisabeth Arnold

Date: 06/25/21

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

Participating Entity:	Contractor: SHI International Corp
Signature: Justin Gross Digitally signed by Justin Gross Date: 2021.06.28 14:47:32 -06'00'	Signature: <u>Elisabeth Arnold</u>
Name: Justin Gross	Name: Elisabeth Arnold
Title: Procurement Supervisor	Title: Lead Contract Specialist
Date: 06/28/2021	Date: 06/25/21

[Additional signatures may be added if required by the Participating Entity]

CLOUD SOLUTIONS 2016-2026
Led by the State of Utah

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	sberry@naspovaluepoint.org

*Please email fully executed PDF copy of this document
to
PA@naspovaluepoint.org
to support documentation of participation and posting
in appropriate data bases.*



State of Idaho Contract Number PADD20210886

Amendment No. 2

Parties

Agency	Contractor
Idaho Department of Administration 650 W. State St. Boise, ID 83702	SHI International Corporation 290 Davidson Ave Somerset, New Jersey 08873

Contract Summary

Contract Name: NASPO Cloud SHI Contract Description: Cloud Original Effective Date: 10/15/2021 Current Expiration Date: 9/15/2026	Current Contract Value: \$1,100,000.00 Estimated Lifetime Value: \$2,500,000.00 Contract Usage Type: Statewide
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Agency Contacts

Contact Name	Contact Phone	Contact Email
Mike Gwinn	208 332-1617	Mike.gwinn@adm.idaho.gov

Contractor Contacts

Contact Name	Contact Phone	Contact Email
Nicole Rasky	732 584-8227	Nicole_Rasky@shi.com

Recitals

- A. The Parties entered a Contract (PADD20210886) for GovQA Public Records Related Products and Services effective June 28, 2021, under NASPO ValuePoint Master Agreement AR2488 for Cloud Solutions lead by the State of Utah.
- B. Amendment No.1 added GovQA Product Code #QA1009 CRM/Constituent Services Module and GovQA Product Code #QA1003 Subpoena Duces Tecum Module to the Contract.
- C. The Parties desire to amend the Contract to add the Contractor's Master Agreement products or services listed on the Contractor's page of the NASPO ValuePoint website.
- D. The Idaho Legislature has created Idaho Code section 67-2359 requiring a certification by the Contractor.

Agreement

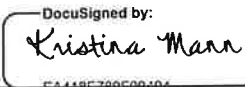
Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

1. The Contractor's products and services listed on the Contractor's page of the NASPO ValuePoint website for Master Agreement AR2488 Cloud Solutions are hereby included in this contract only if they are not offered on different State of Idaho Contract.
2. Adding \$550,000.00 for future Cloud Products and Services purchases as necessary.
3. Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China.
4. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
5. This Amendment is effective upon date of the last signature. In no event will this Amendment be effective until executed by DOP.

Idaho Department of Administration

Signature: 
Name: Mike Gwinn
Title: CONTRACT ADMINISTRATOR
Date: 8/24/23

SHI International Corporation

Signature: 
Name: Kristina Mann
Title: Sr. Manager - Contracts
Date: 8/21/2023



City of Lewiston Strategic Plan Performance Report

Fiscal Year 2023

www.cityoflewiston.org/751/City-of-Lewiston-Strategic-Plan



2019 - 2024

LEWISTON STRATEGIC PLAN

A solid foundation for an intentional future.

*The information in this report represents
strategic plan status through March 2024.*

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Lewiston City Council

The City of Lewiston Strategic Plan (2019) is an ongoing collaborative effort led by the vision and leadership of your elected Mayor and City Council. The Strategic Plan continues to be influenced by resident feedback obtained from community forums and surveys, reflective of staff and partnering agencies' contributions, and appropriately aligned with other important community planning documents.

The Strategic Plan is revised and updated each fiscal year to maintain its relevancy. Each fiscal year, the Mayor and city staff submit a performance report to the City Council and the community to document progress made to advance the Strategic Plan.

Mission

Our mission is to build a resilient foundation of evolving services that serve the diverse needs of our community. Through proactive engagement and forward-thinking initiatives, we strive to foster positive and sustainable growth while embracing visionary ideas that benefit all residents.

Vision

We are a city of opportunity! We create a world-class quality of life for every member of our community. By actively collaborating with our residents, businesses, and stakeholders, we shape a future filled with fulfillment, inspiration, and opportunity for all.



Dan Johnson

LETTER FROM THE MAYOR



Our city's Strategic Plan serves as the roadmap for translating vision and objectives into actionable strategies that guide our efforts, allocate resources, and focus our attention. Built on community feedback, this plan revolves around six key focus areas, each with its own set of defined objectives, initiatives, and performance measures. It ensures transparency, focus, and accountability in everything we do.

As our community evolves, so does our Strategic Plan. It remains fluid and adaptable to the changing needs and desired future outcomes of our residents. Today, I'm delighted to present the final performance update of this five-year plan. This document highlights our city's achievements over the past fiscal year, ongoing projects, and areas for improvement.

During my tenure as your mayor, I have prioritized fiscal responsibility, productivity, and alignment of departmental plans with budgeting. Working closely with the City Council and our dedicated city staff, we deliver the best services while making tough decisions on resource allocation. While we cannot fund every project every year, we are committed to prioritizing essential services and exploring new funding avenues, such as grants. In fiscal year 2023 alone, we secured over \$18,000,000 in state and federal grants for various services and projects.

As we celebrate our accomplishments and review our progress, we remain steadfast in our commitment to executing the goals outlined in our strategic plan. It is our collective dedication to transparency, hard work, and a shared vision that truly drives positive change in our community.

Thank you for your continued support and partnership.

Sincerely,

Dan Johnson

City Mayor



Community Input

The City of Lewiston's Strategic Plan was developed with public input. Hundreds of citizens and stakeholders participated in this community effort through a community-wide survey, public meetings, and workshops. The result was a community-based product that reflects the values and priorities of Lewiston's community members.

From October 2018 until January 2019, the Lewiston City Council and staff held public forums and met with local groups to share the projects and goals of each department, then recorded the feedback they received. This feedback helped Lewiston's Leadership Team draft the City of Lewiston Strategic Plan, which was presented to the Lewiston City Council.

Public involvement was crucial in the development of the Strategic Plan. All public participation helped to ensure the Strategic Plan incorporated current community values, capitalized on existing and new opportunities and technology and provided all residents an opportunity to shape their community.

This performance report is the final progress report of that five-year plan.

Key Focus Areas

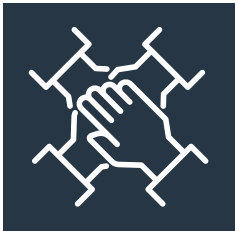
The priorities outlined in the Strategic Plan are organized into six key focus areas.

Please note that the definitions following the key focus areas are what the City aims to achieve progressively over time.



LIFESTYLE AND NEIGHBORHOODS

Through careful planning, appropriate policy implementation, and cooperation with neighborhoods, the City pursues reinvestment in blighted areas and strives to provide quality affordable housing for its underserved population. Lewiston provides opportunities and programs that support active living and healthy lifestyles.



CITIZEN-INFORMED LEADERSHIP

The City engages the community, its Boards and Commissions, and employees in developing strategic documents that guide Lewiston into the future. The City prepares, implements, and keeps current plans to effectively and efficiently serve its residents with emergency services, infrastructure, capital improvements, recreation, land use, and housing, to name a few.



RESPONSIBLE GOVERNMENT

Lewiston is mindful of its resource capacity and plans accordingly so as not to overreach and fail for lack of resources. Resources are managed in a manner that produces results and provides for implementation.



CREATING ECONOMIC OPPORTUNITY

The City partners with local economic development organizations like Valley Vision, the Chamber of Commerce, Clearwater Economic Development Association, Beautiful Downtown Lewiston, as well as others, to help organize and stretch limited resources to prioritize outcomes. The City will take leadership roles to help facilitate outcomes to drive the completion of planned projects.



MAINTAINING A SAFE ENVIRONMENT

The City trains and equips its first responders to maintain their ability to meet the needs of the community. The City hires and retains quality employees who will earn the respect and trust of our citizens and businesses. The City continues its partnerships with the schools and colleges so that it can be respected and trusted to assist at the program and planning levels to avoid future problems and concerns.



STRENGTHENING AND SUSTAINING OUR COMMUNITY

Lewiston is rich with cultural history such as the Nez Perce People and the Lewis and Clark Expedition. Historical amenities, crafted and diligently preserved by generations of community members, abound throughout the area. Lewiston is thoughtful and diligent in preserving its historic buildings and creatively finding viable ways to help preserve the Valley's treasures.

Using the Report

This report is organized by the Strategic Plan's six key focus areas presented on the previous page. Each key focus area has a summary page that lists a set of goals. The pages that follow are organized by either a goal, objective, strategy, or task that can be found in the City's Strategic Plan. Each item includes progress information on that particular initiative.

A complete listing of the Strategic Plan's goals and supporting initiatives, organized by department, can be found on the City's website at www.cityoflewiston.org/751/City-of-Lewiston-Strategic-Plan.

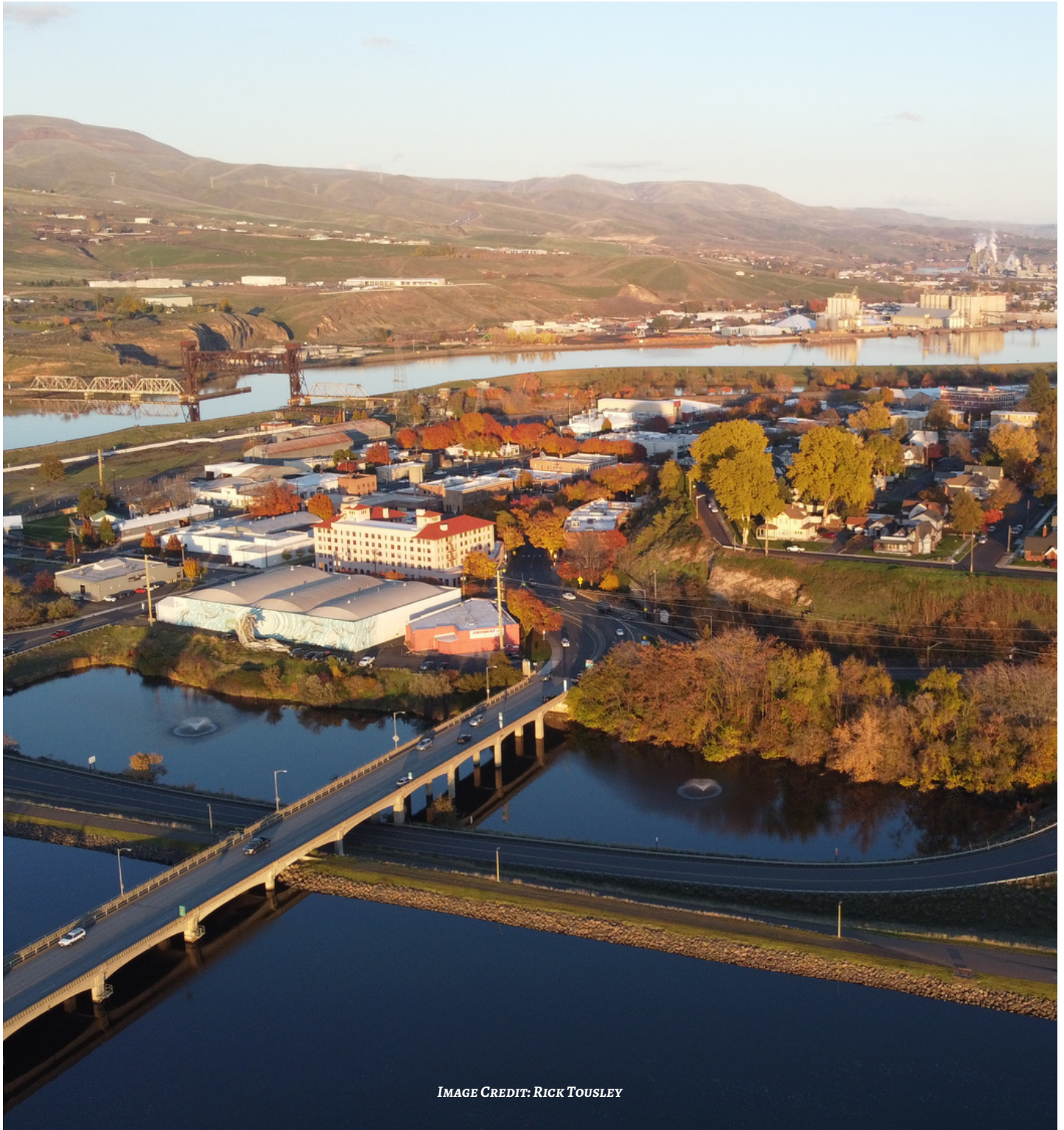


IMAGE CREDIT: RICK TOUSLEY

Lewiston is a City of Opportunity

This vision encapsulates the essence of Lewiston. It drives every goal outlined in our Strategic Plan, propelling our city forward and fostering an environment ripe with opportunities for all.

As a beacon of opportunity, Lewiston beckons both residents and visitors alike. Our city boasts a welcoming, inclusive atmosphere, teeming with vibrant energy and abundant prospects for employment and housing. Throughout the year, Lewiston serves as a hub for recreational pursuits, artistic expression, and cultural experiences. Distinguished by its unique character, Lewiston stands apart from neighboring areas, drawing individuals with its appealing attributes.

In Lewiston, community members unite in purpose, working together to shape a shared vision for the future. Here, thoughtful collaboration paves the way for collective progress and lasting success.





Lifestyles and Neighborhoods

The following definition is a key focus area of what the City aims to achieve progressively over time.

Through careful planning, appropriate policy implementation, and cooperation with neighborhoods, the City pursues reinvestment in blighted areas and strives to provide quality affordable housing for its underserved population, as well as transit access to essential services. Lewiston provides opportunities and programs that support active living and healthy lifestyles.

The three goals from the Strategic Plan within the Lifestyles and Neighborhoods key focus area seek to:

- **Goal 1:** Improve housing stock availability, affordability, and diversity.
 - **Strategy:** Identify obstacles, barriers, and limitations related to housing construction and rehabilitation.
 - **Strategy:** Review existing Community Development Block Grant (CDBG) programs; explore further funding opportunities.
- **Goal 2:** Make the Lewiston Transit System more convenient.
- **Goal 3:** Provide opportunities and programs that support active living and healthy lifestyles.

Goal 1: Improve housing stock availability, affordability, and diversity.

Strategy: Identify obstacles, barriers, and limitations related to housing construction and rehabilitation.

The Community Development Department staff are preparing to proactively tackle the challenges surrounding housing construction and rehabilitation by engaging in a comprehensive effort. This initiative will entail thorough consultations with stakeholders from a wide array of sectors, including realty, contractors, financial institutions, multi-family housing management firms, developers, and housing assistance organizations.

Moving forward, this collaborative process will extend into the next fiscal year, allowing us to thoroughly gather insights and perspectives from all relevant stakeholders involved in housing construction and rehabilitation. By fostering this inclusive approach, we aim to address various obstacles, barriers, and limitations to ensure effective progress in our housing initiatives.



The Community Development Department staff are collaborating with the City Attorney's Office to review city codes and zoning maps, exploring potential adjustments aimed at enhancing housing supply and diversity. This ongoing review and adjustment process, initiated in 2019, has progressed steadily, with notable developments including zoning code amendments permitting additional accessory apartments, tiny house villages, and

transitional housing villages within various residential zones. The upcoming focus will be to assess the feasibility of introducing small houses in these areas, allowing for one small house per lot.

Strategy: Review existing Community Development Block Grant (CDBG) programs; explore further funding opportunities.

In 2023, the City continued to receive Community Development Block Grant (CDBG) funding from the U.S. Department of Housing and Urban Development, Office of Community Planning and Development. This funding presents an opportunity for the city to address community needs and enhance development initiatives.

To maximize the impact of the CDBG program, the City has actively promoted it within the community and collaborated with nonprofits and other agencies to raise awareness about available grant opportunities. CDBG-funded activities must adhere to program regulations outlined in the Code of Federal Regulations and align with one of the three National Objectives established by Congress: (1) activities must provide a benefit to low/moderate income persons, (2) prevent or eliminate slum and blight, or (3) meet an urgent community need that threatens the health or welfare of residents.

In the past year, city staff have dedicated efforts to explore potential avenues and partnerships for utilizing CDBG funding to bolster the affordable housing inventory. This ongoing research aligns with broader initiatives under the U.S. Department of Housing and Urban Development. Progress in this area remains promising and will continue throughout the current fiscal year.

Previous Community Development Block Grant (CDBG) projects have encompassed a variety of impactful initiatives aimed at enhancing community infrastructure and services. Some notable examples include:

- Construction of ADA ramps at a Boys and Girls Club facility
- Installation of a hygiene center at the Salvation Army
- Roof replacement at the YWCA
- Installation of a new HVAC system at OUI
- Infrastructure installation to support new homes built by Habitat for Humanity

These projects demonstrate the diverse range of improvements made possible through CDBG funding, all of which contribute to enhancing the quality of life for residents in our community.



Goal 2: Make the Lewiston Transit System more convenient.

In 2023, the implementation of an on-demand service in North Lewiston significantly improved community access for residents in this area. This innovative service not only provided greater connectivity within the neighborhood but also facilitated access to regional transportation options such as NW Trailways and the Lewiston-Nez Perce County Airport.

Additionally, the Lewiston Transit system experienced a notable 10% increase in fixed route ridership in 2023, reflecting the effectiveness of efforts to enhance convenience and accessibility for residents across the city.

Other upcoming projects for the Lewiston Transit System include:

- Integration of new technology to enhance services for riders and streamline operational workflows, leading to improved efficiency. With a grant awarded to the Transit division, the procurement process for this technology is scheduled to commence during the current fiscal year. Once the new technology is implemented, staff will focus on reconfiguring bus routes to incorporate on-demand services. This strategic adjustment is designed to reduce waiting times for buses and minimize the duration riders spend in transit, thereby enhancing the overall transit experience for the community.
- Implementation of a safe transit stop at the Lewiston Community Center, complete with restroom facilities, where all three commuter services will converge to facilitate seamless transfers for riders. The project design is currently underway, and staff anticipates presenting a construction contract to the City Council for consideration in June 2024.
- Renovation of offices at the Lewiston Community Center to accommodate the relocation of the Transit Office to this centrally located site, providing enhanced accessibility for customers needing to interact with transit staff.



Goal 3: Provide opportunities and programs that support active living and healthy lifestyles.

Overview of Parks and Open Spaces

Lewiston's 26 parks and open spaces offer diverse amenities aimed at promoting active living and healthy lifestyles. From scenic trails to playgrounds and sports fields, our parks provide opportunities for all residents to engage in recreational activities.

Parks, open spaces, and community programs are vital for fostering active lifestyles and promoting wellness in our community. These spaces offer opportunities for physical activity, social interaction, and relaxation, contributing to mental and physical well-being. By providing accessible and inclusive environments, they encourage participation from people of all ages and abilities, promoting equity and enhancing overall quality of life.

Upgrades and Funding

The City allocates \$100,000 annually to the Park Capital Fund to upgrade park amenities, including the installation of inclusive playground features. These enhancements ensure that our parks are accessible and enjoyable for individuals of all abilities.

Project Highlights

Notable upgrades include the installation of artificial turf at Airport Park, reducing maintenance costs and enhancing playability year-round. Additionally, the City secured a \$250,000 grant for the complete replacement of the playground and installation of accessible parking stalls at Pioneer Park, promoting inclusivity for all visitors.

Future Developments

Staff is finalizing designs for outdoor fitness and basketball courts at Community Park, with construction slated for fiscal year 2025. Public engagement and funding strategies are yet to be determined for the park's continued development and success.

Parks and Recreation is currently in the midst of a project at Sunset Park slated for completion this spring, a collaborative effort between our team and the LC Valley Pickleball Club. As part of this endeavor, we have dismantled six existing pickleball courts and one basketball court. In their place, we are undertaking the construction of nine new pickleball courts. The project comes with a total price tag of \$300,000, with \$120,000 being contributed by the LC Valley Pickleball Club.

Overview of Community Programs

The Lewiston City Library and the Parks and Recreation Department offer a wide range of programs suitable for all ages and abilities, tailored to the community's needs and interests. Our staff is dedicated to providing diverse activities and opportunities for learning. We continuously strive to introduce new and innovative programming ideas and welcome input from community members for new programs or feedback on existing ones.

Library On-the-Go

In 2023, the Lewiston City Library launched an innovative outreach initiative, deploying a specially equipped vehicle to bring books, Wi-Fi, devices, and essential services directly to community members. This initiative aims to enhance accessibility and eliminate transportation barriers for those facing mobility challenges.



Made possible by securing \$125,000 in grant funds, the Library obtained and customized the vehicle to suit the unique needs of the program. Additionally, the City Council allocated \$11,500 in the fiscal year 2023 budget to support the successful launch of this invaluable service.



Citizen-Informed Leadership

The following definition is a key focus area of what the City aims to achieve progressively over time.

The City engages the community, its Boards and Commissions, and employees in developing strategic documents that guide Lewiston into the future. The City prepares, implements, and keeps current plans to effectively and efficiently serve its residents with emergency services, infrastructure, capital improvements, recreation, land use, and housing, to name a few.

The two goals from the Strategic Plan within the Citizen-Informed Leadership key focus area seek to:

- **Goal 1:** Prepare, implement, and keep current operational plans to effectively and efficiently serve residents.
 - Envision Lewiston 2044: Rewriting Our Comprehensive Plan
 - Transportation Capital Improvement Plan (CIP) - 2024 Update
 - Pavement Management Report - A Report Card for the Current Condition of City Streets
 - Thain Road Corridor and Access Study - Phase 2
 - Building Feasibility Study - Exploring Consolidation for Sustainable City Services
 - Parks and Open Space Master Plan Implementation Update
- **Goal 2:** Institute new volunteer Boards and Commissions for areas of service that lack community participation.
 - Public Works Advisory Commission
 - Development Impact Fee Advisory Committee

Goal 1: Prepare, implement, and keep current operational plans to effectively and efficiently serve residents.

Envision Lewiston 2044: Rewriting Our Comprehensive Plan

We're halfway through rewriting Lewiston's Comprehensive Plan, known as Envision Lewiston 2044 (the plan). You might wonder, what exactly is a comprehensive plan? Simply put, it's our guidebook for making decisions that address the challenges and opportunities linked to our city's growth and quality of life. For instance, the Planning and Zoning Commission and City Council regularly refer to the plan when deciding on land use development codes and property owners' land use applications.

Envision Lewiston 2044 covers various aspects of our community, including land use, jobs, housing, transportation, recreation, community design, well-being, and resilience. It's a roadmap that will shape Lewiston's future while preserving what we cherish most about our city.

The current plan, adopted in 1999, was only intended to guide us through the year 2020. Now, as we prepare for the next phase of Lewiston's evolution, we need a plan that anticipates and guides change while maintaining a high quality of life. Envision Lewiston 2044 will be centered around a vision built by our community for the future of Lewiston in 2044.



The plan touches nearly every aspect of community services and is shaped by your input. Over the past year, we've engaged in public outreach through events, interactive displays in prominent community areas, surveys, articles, digital content, and more. This outreach will continue as we move through the final phase this summer. Once completed in June, Envision Lewiston 2044 will benefit the community in many ways:

- For residents, the plan will identify community character elements and locations for future housing, parks, trails, community facilities, and more.
- For business and property owners, the plan will include land use recommendations and development policies.
- For City leaders and decision-makers, the plan will give guidance on collaboration and budget decisions, the timing for capital improvements, and the review of development proposals.

Your participation in this process is invaluable, and we look forward to finalizing a plan that reflects the aspirations and priorities of our vibrant community.

Transportation Capital Improvement Plan (CIP) - 2024 Update

The Transportation Capital Improvement Plan (CIP) serves as a comprehensive list of major transportation capital improvement projects, meticulously prioritized through objective criteria. This document is updated every year to show progress from the previous fiscal year, as well as adjustments to remaining projects and the addition of new projects based on new data and community feedback.

The Transportation CIP is a planning document only and even though it displays cost estimates for certain projects, it is not a funding document because it does not outline funding or budgeting specifics for project execution.

The annual update process for the Transportation CIP kicks off with a formal call for project requests. This call is followed by a public comment period and open house, culminating in a public hearing where the plan may be adopted by the City Council. While project requests can be submitted year-round, the formal call ensures inclusion in the current year's update.

The recent 30-day public comment period on the draft 2024 document concluded on February 8, 2024. A Public Hearing was held on March 11, 2024, where staff presented a summary of the comments received from the public. This summary was provided to the City Council to inform their decision-making process before adopting the updated plan.

Upon approval by the City Council, the Transportation CIP becomes a guiding document for staff to begin building their budgets and directing their efforts for the upcoming fiscal year.

You can view this plan and other master plans on the city's official website at www.cityoflewiston.org/380/Master-Plans.

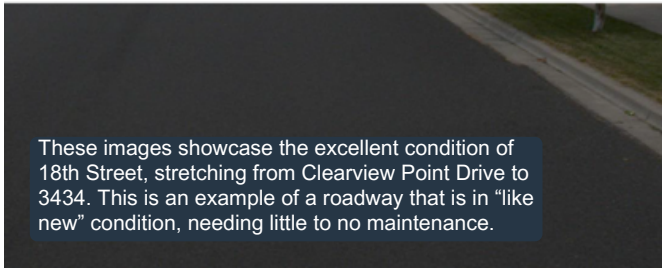
Pavement Management Report - A Report Card for the Current Condition of City Streets

Due to the high cost of constructing new roads, maintaining the city's existing transportation infrastructure is a top priority. Regardless of their age all roadways require regular preventative maintenance to ensure they remain in good condition. Without this maintenance, the pavement deteriorates over time, leading to more expensive rehabilitation or even complete reconstruction.

Chapter Four of the 2020 Lewiston Transportation Plan (not to be confused with the Transportation CIP) recommended evaluating the overall Pavement Condition Index (PCI) regularly. This assessment helps determine if annual street preservation funding levels are sufficient enough to maintain the city's infrastructure, and it helps determine future maintenance needs and improvement plans for the transportation network.

In March 2023, the Lewis-Clark Valley Metropolitan Planning Organization (MPO) approved a contract to fund a Pavement Assessment for the City of Lewiston. Infrastructure Management Services (IMS) was selected to conduct the assessment. Using a specialized van, IMS recorded pavement conditions while driving all city streets, analyzed the data, and produced a draft Pavement Management Report in January 2024.





These images showcase the excellent condition of 18th Street, stretching from Clearview Point Drive to 3434. This is an example of a roadway that is in “like new” condition, needing little to no maintenance.

During the assessment, each street segment receives a PCI rating, ranging from 0 to 100, with 0 indicating the worst condition and 100 the best. The report provides details on how the streets were scored, Lewiston's overall scores, criteria for scoring each street classification (e.g., arterial, collector), and a list of ratings for all street segments.

The data collected in the report was presented to the City Council on March 4, 2024, and has been integrated into the City's asset management software (Cartegraph) to help prioritize future pavement preservation efforts. This data can be updated in real-time as projects are completed within the system.

Staff are still analyzing data from the report and will utilize it for future project planning.

Thain Road Corridor and Access Study - Phase 2

The City of Lewiston and the MPO, a local decision-making body that is responsible for overseeing the regional transportation planning process, are in phase two of studying the Thain Road Corridor to identify a long-term vision for the area with a list of projects that can be constructed over time to achieve that vision.

In the Fall of 2023, the project team conducted the first phase of public outreach, obtaining feedback from 400 people; this included the

property owners and businesses along Thain Road, fair booth visitors at the Nez Perce County Fair, and customers at Grocery Outlet and Rosauer's.



Nearly everyone who provided feedback in the Fall of 2023 agreed that something needed to be done to improve traffic flow and safety on Thain Road and understood the challenges of limited right-of-way and the need to balance access to businesses.

In the Spring of 2024, the project team continued public outreach efforts by collecting feedback at the 2024 CatFM Home and Garden Show and through an online survey that closed on March 31, 2024. The results will be shared with the City Council and the general public very soon. Even though the survey has concluded, you may still provide comments as the study progresses. To learn more about the study and provide feedback, please visit www.lewisclarkmpo.org.

Building Feasibility Study - Exploring Consolidation for Sustainable City Services

The City is currently facing a significant challenge with over \$10 million in deferred maintenance, including crucial projects such as roof replacements, upgrades to outdated facilities like boiler and central air unit installations, restroom renovations, electrical repairs, and mold abatement efforts. With ongoing demand of city services, addressing space limitations and undertaking essential

updates has become imperative to ensure uninterrupted service provision to the community.

To tackle this issue, the City is exploring the possibility of consolidating its buildings and services into a single central location. This approach aims to strike a balance between operational requirements and optimizing financial resources by exploring innovative strategies and cost-effective alternatives. The goal is to ensure efficient and sustainable service delivery while being mindful of the financial impact on the community.

The first step in this process is to conduct a building feasibility study, which will assess the viability of consolidation and determine associated costs. The ultimate objective is to develop a Master Facility Plan in the future.

On Wednesday, March 13, 2024, Mayor Johnson signed a contract with Clearwater Financial to conduct the building feasibility study, which was unanimously approved by the City Council on March 11, 2024.

Parks and Open Space Master Plan Implementation Update

During fiscal year 2023, a new park was constructed in the Canyon Crest neighborhood of the East Orchards. Developed by the neighborhood's builders, this park was generously donated to the city and is now maintained by our dedicated Parks Maintenance personnel. From the inception of discussions regarding the neighborhood's development, our staff has been integral to the project's progression. This park was a key feature identified in our Parks and Open Space Master Plan, and its completion marks a significant enhancement to the quality of life for residents in this area.

Moving forward into the current fiscal year, our focus remains on fulfilling the objectives outlined in our Master Plan. One such initiative includes upgrading playground equipment at

another park, Pioneer Park, to ensure accessibility for residents of all abilities, thus further enriching recreational opportunities within our community. This project was made possible through a grant the city received of \$250,000.

GOAL 2: Institute new volunteer Boards and Commissions for areas of service that lack community participation.

Public Works Advisory Commission

In 2023, the City took a significant step forward by establishing the Public Works Advisory Commission, aimed at fostering greater public involvement in essential infrastructure projects. This commission consists of six dedicated community members who convene monthly to review various topics pertinent to the Public Works Department. These discussions may encompass master plans, rate recommendations, and prioritization of projects.

The primary objective of the commission is to engage residents, gather their insights, and formulate recommendations for the Public Works Department and City Council regarding public works activities and infrastructure. These recommendations cover a wide range of areas, including potable water services, wastewater treatment and collection, industrial pretreatment, street maintenance and traffic control, sanitation, development, and engineering.

Given that public works projects are often complex and resource-intensive, community feedback is invaluable. Recognizing that not everyone can attend meetings or dedicate time to correspondence with their elected leaders, establishing this commission provides an accessible and inclusive platform for residents to contribute their perspectives and shape decisions that impact their neighborhoods and the city as a whole.

Development Impact Fee Advisory Committee (DIFAC)

Established on October 9, 2023, by Ordinance 4899 and approved by the City Council, the Development Impact Fee Advisory Committee (DIFAC) serves a crucial role in shaping Lewiston's development landscape. Tasked with creating a new traffic impact fee (TIF) for consideration by the City Council, DIFAC plays a pivotal role in ensuring that the demands of new development on the transportation system are met responsibly.

The development of a TIF is essential for financing transportation projects necessary to accommodate the increased demands resulting from new developments. DIFAC's expertise guides the identification of reasonable contributions from private development towards community infrastructure, aids in the prioritization of roadway and intersection improvements, refines municipal codes, and advocates for action. Importantly, this initiative aligns with Idaho State Code Title 67 Chapter 82 for Development Impact Fee compliance.

Comprising community members, a City Council liaison, and a staff liaison, DIFAC mirrors the inclusive structure of other City Boards, Commissions, and Committees. Together, members collaborate to address challenges and propose solutions that center on the well-being of residents.

Citizen participation in Lewiston's Boards and Commissions serves a dual purpose: empowering individuals to actively engage in local governance and providing the City Council with invaluable insights into issues and potential impacts on residents. By immersing themselves in the intricacies of decision-making processes, citizens can effectively leverage their perspectives for lasting community impact.



How to Get Involved

Getting involved in your community through participation in various Boards and Commissions offers a rewarding opportunity to contribute to positive change and the ongoing success of our city. As terms expire and new voices emerge, openings become available throughout the year, providing citizens with a chance to make a meaningful impact.

We extend our sincere appreciation to those who dedicate their time and energy to these endeavors. Their commitment is essential to the functioning of our democratic process, enriching civic engagement and fostering a sense of community ownership.

We invite everyone to explore the diverse range of volunteer opportunities offered by the City of Lewiston. Visit www.cityoflewiston.org/186/Boards-Commissions to learn more about the different Boards and Commissions and their respective roles. Stay informed about current openings by regularly checking www.cityoflewiston.org/787/Current-BoardCommission-Openings.

By joining in these initiatives, you can play a vital role in shaping the future of our city and contributing to its continued growth and prosperity.



Responsible Government

The following definition is a key focus area of what the City aims to achieve progressively over time.

Lewiston is mindful of its resource capacity and plans accordingly so as not to overreach and fail for lack of resources. Resources are managed in a manner that produces results and provides for implementation.

The three goals from the Strategic Plan within the Responsible Government key focus area seek to:

- **Goal 1:** Be good stewards of public resources.
 - **Strategy:** Provide cost-effective legal services.
 - **Strategy:** Revise purchasing policy to include Information Systems Department standards.
 - **Strategy:** Prepare a monthly financial report for the City Council that reports on year-to-date expenses in comparison to the budget and monthly treasurer's report of city funds.
 - **Strategy:** Develop an annual Citizen's Guide that includes easy-to-read budgetary information, special budget interest items, and how everyone can get involved in the budget process.
- **Goal 2:** Plan for the City's infrastructure needs.
 - **Strategy:** Implement Stormwater Utility to address aging stormwater infrastructure and future needs.
- **Goal 3:** Attract and retain high-performing qualified staff; attracting diverse, talented individuals.

Goal 1: Be good stewards of public resources.

Strategy: Provide cost-effective legal services.

The City Attorney's Office serves as the legal advisor for the City of Lewiston, overseeing various legal matters crucial to municipal operations. Appointed by the Mayor with the consent of the City Council in accordance with Idaho Code, the City Attorney and their team offer legal counsel and representation to key stakeholders, including the Mayor, City Council, Department Directors, City Employees, and City Boards and Commissions.

Handling all civil matters and prosecuting City Code violations, the City Attorney's Office collaborates with Nez Perce County for criminal prosecution services.

The legal team remains actively engaged in diverse activities, including contract reviews, legal training sessions for city officials and volunteers serving on boards and commissions, and other essential tasks.

Previously, efforts were made to enhance efficiency throughout the all City departments, particularly in contract review processes. An updated contract review guide is currently being developed, which is aimed at streamlining workflows and empowering departments to independently review contracts. This initiative not only promotes efficiency, but also contributes to cost savings by reducing reliance on the City Attorney's Office for routine contract reviews.

Strategy: Revise purchasing policy to include Information Systems Department standards.

The Information Systems Department supports all City departments with the management, operation, and maintenance of information technology services.

In 2023, efforts were made to enhance the city's purchasing policy, particularly in aligning it with the standards established by the Information Systems Department for acquiring new technology and specific equipment. This update introduced a comprehensive review process aimed at preventing unnecessary technology acquisitions. Moreover, it ensures that departments procure technology tailored to their service requirements, fostering more efficient and purposeful utilization of resources.

Strategy: Prepare a monthly financial report for the City Council that reports on year-to-date expenses in comparison to the budget and monthly treasurer's report of city funds.

In 2023, the City's Treasurer/Finance Director delivered oral presentations to the City Council during recorded and live broadcast meetings at the end of each quarter, showcasing the financial information. Additionally, these reports are readily accessible on the City's official website for public viewing and transparency.

Strategy: Develop an annual Citizen's Guide that includes easy-to-read budgetary information, special budget interest items, and how everyone can get involved in the budget process.

Each summer, the City's Finance Office collaborates with the Public Information Office to craft a comprehensive budget guide at the onset of the budgeting cycle. This guide provides insight into proposed revenues and expenditures, upcoming projects slated for presentation to the city council, and avenues for citizen engagement in the budgeting process.



Goal 2: Plan for the City's infrastructure needs.

Strategy: Implement Stormwater Utility to address aging stormwater infrastructure and future needs.

In 2023, the City Council approved the implementation of a Stormwater Utility, effective January 1, 2024, as part of the fiscal year 2024 budget. This utility, akin to the Wastewater, Water, and Sanitation utilities, operates on user fees designated for the upkeep, regulatory compliance, and enhancement of the City's stormwater drainage system.

The decision to establish this utility stemmed from a recognized need for a dedicated revenue source, distinct from property taxes, to adequately address the city's stormwater infrastructure requirements. On June 12, 2023, the City Council adopted Ordinance No. 4882, establishing the Stormwater Drainage System Utility and authorizing the collection of user fees for associated services.

To ensure community understanding and engagement, city staff conducted extensive public outreach efforts, spanning various platforms such as public forums, events, media interactions, and more.

Moreover, the City faces federal regulatory obligations under the National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Separate Storm Sewer System (MS4) Permit issued in 2020. This mandate necessitates rigorous documentation, monitoring, and control of discharge quality into the stormwater drainage system, which ultimately impacts United States water bodies. The newly established fee structure will aid the City in maintaining compliance with these regulations.

Goal 3: Attract and retain high-performing qualified staff; attracting diverse, talented individuals.

The City's Human Resources Department plays a pivotal role in overseeing all hiring endeavors, ensuring departments adhere to legal and equitable practices, and that each hire is the best fit for the services provided.

In the 2022/2023 period, the city, like many other public and private entities, faced a hiring crisis characterized by low application numbers and a scarcity of qualified candidates for open positions.

To address this challenge, the city embarked on comprehensive outreach campaigns and adopted collaborative, innovative strategies to attract and hire qualified candidates.

In 2023, the City achieved success in hiring qualified individuals for various roles across all departments. This effort remains ongoing, with continued focus throughout the current fiscal year.





IMAGE CREDIT: PORT OF LEWISTON

Creating Economic Opportunity

The following definition is a key focus area of what the City aims to achieve progressively over time.

The City partners with local economic development organizations like Valley Vision, the Chamber of Commerce, Clearwater Economic Development Association, Beautiful Downtown Lewiston, as well as others, to help organize and stretch limited resources to prioritize outcomes. The City will take leadership roles to help facilitate outcomes to drive the completion of planned projects.

The two goals from the Strategic Plan within the Creating Economic Opportunity key focus area seek to:

- **Goal 1:** Promote economic development within the city.
 - **Strategy:** Utilize Urban Renewal Agency when appropriate.
 - **Strategy:** Promote reuse of vacant commercial/industrial buildings and land.
- **Goal 2:** Meet the needs of the development community through timely and accurate permit reviews.

Goal 1: Promote economic development within the city.

Strategy: Utilize Urban Renewal Agency when appropriate.

The City's Urban Renewal Agency (URA) is an independent public body established by the City Council in 1999 to spearhead urban renewal initiatives within designated areas. The URA's mission is to bolster economic development by revitalizing vacant, underutilized, or blighted land. Through strategic interventions, such as infrastructure upgrades and property rehabilitation, the URA aims to reinvigorate these areas, thereby increasing their value and tax contributions to the community.

Currently, the URA manages four tax allocation areas:

- Bryden Avenue
- East Orchards Sewer
- Main East Main
- Downtown/Normal Hill

One of the key tools at the disposal of the URA is tax increment financing, which enables the agency to capture a portion of the property tax revenue resulting from increased property values within the designated redevelopment area. This revenue is then reinvested back into the area to fund further redevelopment efforts.

In 2023, staff dedicated efforts to enhance communication and transparency surrounding the URA's activities. Updated maps and visuals outlining the different allocation areas can now be accessed in the large conference room at City Hall, facilitating greater awareness and understanding among stakeholders.

Strategy: Promote reuse of vacant commercial/industrial buildings and land.

Staff have been actively engaging with property owners to explore potential grants

and funding opportunities, with ongoing efforts to sustain these dialogues.

Upcoming substantial tasks include:

- Reviewing existing zoning code land use allowances and restrictions across various zoning districts to broaden the spectrum of permissible uses. This may include accommodating maker spaces, co-working spaces, collocation facilities, small-scale niche manufacturing, and light manufacturing activities.
- Exploring the possibility of reducing zoning code parking requirements for commercial locations.
- Investigating the feasibility of establishing community infrastructure districts to facilitate development and revitalization initiatives.

These initiatives are anticipated to commence in the 2024/2025 fiscal year, reflecting our commitment to fostering a dynamic and sustainable urban environment conducive to economic growth and innovation.

Goal 2: Meet the needs of the development community through timely and accurate permit reviews.

In 2023, the City achieved an impressive 97.9% rate of building permits reviewed on time, reflecting our commitment to efficient service delivery. This success was the result of concerted efforts to streamline internal workflows and enhance operational processes. Another notable initiative involved the collaboration between the Community Development Department and the Public Works Department to enhance front counter service for our valued customers. This partnership led to the creation of a dedicated customer service position, ensuring seamless assistance for customers across both departments in a single location.



Maintaining a Safe Environment

The following definition is a key focus area of what the City aims to achieve progressively over time.

The City trains and equips its first responders to maintain their ability to meet the needs of the community. The City hires and retains quality employees who will earn the respect and trust of our citizens and businesses. The City continues its partnerships with the schools and colleges so that it can be respected and trusted to assist at the program and planning levels to avoid future problems and concerns.

The three goals from the Strategic Plan within the Maintaining a Safe Environment key focus area seek to:

- **Goal 1:** Reduce quality of life complaints in the downtown Lewiston area.
 - **Strategy:** Dedicate two police officers to the Community Oriented Policing Services (COPS) grant position.
- **Goal 2:** Ensure police officers have quality equipment and the appropriate training necessary to protect the public and the police.
- **Goal 3:** Implement a critical incident assistance program for Lewiston Police Department Personnel.
- **Goal 4:** Replace aging and inefficient infrastructure.
 - **Strategy:** Replace/relocate Fire Station 4.

Goal 1: Reduce quality of life complaints in the downtown Lewiston area.

Dedicate two police officers to the Community Oriented Policing Services (COPS) grant position.

To achieve this goal, the City has dedicated two police officers to the Community Oriented Policing Services (COPS) grant position. This initiative, which commenced in May 2019, was made possible by federal funding. The grant is structured on a proportional basis, initially funded at a ratio of 75% city funding to 25% grant funding, gradually shifting to 50% city funding to 50% grant funding, and ultimately ending with 25% city funding to 75% grant funding.

Over the remaining two years of the agreement, the City will be responsible for funding the program. The aim is to sustain this program for the foreseeable future, leveraging its positive impact on the community.

The COPS program enables officers to concentrate their efforts in the downtown business district and the North Lewiston area, with a specific focus on addressing issues related to homelessness and enhancing the overall quality of life in these areas. Since its inception, the program has garnered positive feedback from the community.

Officers participating in the program have increased their one-on-one interactions with local businesses, actively seeking solutions to address concerns and problems. They have also played a pivotal role in engaging with the homeless population and fostering relationships with resources in the valley to provide support and assistance.

Goal 2: Ensure police officers have quality equipment and the appropriate training necessary to protect the public and the police.

In 2023, the Lewiston Police Department prioritized comprehensive training for its officers, covering a wide range of essential areas such as firearms, arrest control, leadership, autism awareness, SWAT procedures, active shooter response, crisis intervention, and much more. Over \$77,000 was allocated towards essential training programs, including mandatory training for new hires. Additionally, the department is currently evaluating its equipment inventory to identify any items requiring upgrades or replacements.

In 2023, the Lewiston Police Department completed a project to upgrade its radio equipment, collaborating with other city departments, Nez Perce County, and the State of Idaho to install a new radio tower atop the iconic Lewiston Hill. By housing city repeaters on this tower, the department implemented a cost-saving solution, avoiding the need for a separate tower which would have cost over half a million dollars to build. This successful initiative earned recognition with the prestigious Garret Nancolas City Achievement Award at the 76th Association of Idaho Cities Annual Conference in Boise.



Goal 3: Implement a critical incident assistance program for Lewiston Police Department Personnel.

In 2023, the Lewiston Police Department launched a cutting-edge wellness application designed to support the holistic well-being of its current employees, their families, and retirees. This innovative program delivers instant access to a wealth of confidential and pertinent wellness resources crafted by industry-leading experts, catering specifically to individuals in demanding occupations. Through the Cordico wellness app, users gain access to an extensive array of self-assessment tools, regularly updated multimedia content, and informative articles spanning over 60 wellness topics. Additionally, the app facilitates seamless integration of agency-specific materials, ensuring relevance to the unique challenges faced by department personnel. Notably, users can swiftly connect with vital support networks, including peer support teams, therapists, and chaplains, through convenient one-touch access features embedded within the application. This comprehensive platform embodies the Lewiston Police Department's unwavering commitment to fostering the physical, mental, and emotional well-being of its dedicated workforce and their loved ones.

Goal 4: Replace aging and inefficient infrastructure.



Goal 4: Replace aging and inefficient infrastructure.

Strategy: Replace/relocate Fire Station 4.

A comprehensive study outlining logistics for relocating Fire Station 4 was finalized in May 2022 and officially adopted by the Lewiston City Council in November 2023. Despite this, the City Council decided to halt the construction plan, putting the project on indefinite hold. As a result, the \$6.5 million allocated for this initiative in the fiscal year 2024 budget was reallocated from the project to deferred maintenance and other infrastructure needs of the City, in accordance with the criteria outlined by the building infrastructure reserve account.



The Carnegie Library, otherwise known as the original Lewiston City Library, was constructed on the current site of Pioneer Park, where it remains today as a historic landmark. Although it no longer serves as the city's library, the building is still owned by the City of Lewiston. It has been leased to a local business and is maintained through a collaborative effort between the city and the lessee to ensure its preservation. This historic structure was placed on the National Register of Historic Places on June 13, 2018.

Strengthening and Sustaining Our Community

The following definition is a key focus area of what the City aims to achieve progressively over time.

Lewiston is rich with cultural history such as the Nez Perce People and the Lewis and Clark Expedition. Historical amenities, crafted and diligently preserved by generations of community members, abound throughout the area. Lewiston is thoughtful and diligent in preserving its historic buildings and creatively finding viable ways to help preserve the Valley's treasures.

The three goals from the Strategic Plan within the Strengthening and Sustaining Our Community key focus area seek to:

- **Goal 1:** Preserve, protect, enhance, and perpetuate historic buildings, structures, districts, and neighborhoods, which contribute to the cultural and aesthetic benefit of the community; foster civic pride in preservation efforts and promote planning, education, and the stabilization and improvement of the economic value of historic sites.
- **Goal 2:** Preserve, protect, and enhance the history and character of the Normal Hill Cemetery and Arboretum.
- **Goal 3:** Preserve, protect, and make easily accessible historical documents of the City.

Goal 1: Preserve, protect, enhance, and perpetuate historic buildings, structures, districts, and neighborhoods, which contribute to the cultural and aesthetic benefit of the community; foster civic pride in preservation efforts and promote planning, education, and the stabilization and improvement of the economic value of historic sites.

Historic Preservation Commission

The Lewiston Historic Preservation Commission (HPC) was created by the City Council on September 22, 1975, to administer any historic district, site, or area so designated by the City Council. The Commission is a nine-member volunteer group that works on behalf of the City Council to implement its mission of historic preservation and preserve Lewiston's historic footprint.

Goal 2: Preserve, protect, and enhance the history and character of the Normal Hill Cemetery and Arboretum.

Urban Forestry and Cemetery Advisory Commission

The Urban Forestry and Cemetery Advisory Commission is dedicated to the preservation, protection, and enhancement of the rich history and unique character of the Normal Hill Cemetery and Arboretum. This commission plays a crucial role in ensuring that projects outlined in the cemetery's master plan are effectively communicated to the City Council. Currently, improvements within and around the exterior of the mausoleum and cremation garden area are in the works. Through their concerted efforts, the commission strives to ensure that the Normal Hill Cemetery and

Arboretum continue to serve as cherished landmarks that reflect the city's heritage for generations to come.

Goal 3: Preserve, protect, and make easily accessible historical documents of the City.

In 2023, the City Clerk's Office undertook a significant initiative to gather and preserve over 10,000 historical records. These records encompassed essential documents mandated for permanent retention, such as ordinances, resolutions, vacations, plats, deeds, easements, minute books, and minutes, alongside other documents of historical significance to the city's heritage, such as contracts.

With meticulous care, the office located, organized, scanned, and digitized these records, ensuring their long-term accessibility and preservation. Among these records were:

- 14 boxes of ordinances spanning from 1867 to 2011.
- 18 boxes of resolutions dating from 1905 to 2012.
- 2 boxes containing vacation records from 1980 to 2022.
- 3 boxes of plats, deeds, and easements dating from 1902 to 2019.
- 38 different minute books spanning the years 1871 to 1993.
- 3 boxes of meeting minutes covering the period from 1993 to 2019.

Following digitization, the originals were carefully transported to the Idaho State Preservation Office, where they will be safeguarded and made available for future generations to study and appreciate, thus enriching our understanding of the city's past and contributing to its historical legacy and promising future.

The City Clerk's office will continue this effort by extending its recording activities to include contracts dating from 1900 to the present day.



*This document was produced by the City of Lewiston's Public Information Office
and published on March 28, 2024.*



Memo

To: Lewiston City Council
From: Tim Barker, Parks and Recreation Director
Cc: Dan Johnson, Mayor
Date: Friday, March 22nd, 2024
Re: Bert Lipps Pool Repair Update and Discussion

City Council,

I will be providing you a brief update through this memo in regards to the discussion that you will be having at your upcoming work session of the current status of Bert Lipps Pool. The pool has been closed since last June at the beginning of the season due to concerns regarding an excessive amount of chemical use to balance the water, and eventual discovery of a much higher than normal amount of water that was being run through the meter.

This past summer after draining the pool, staff investigated the site using a ground penetrating radar to see if we could discover any visual area where the water may have been escaping from underneath the pool or from the supply lines around the pool. The base of the hill that the pool sits on is mostly sand, so to be able to find a distinct route was very difficult as the water dissipates through the sand evenly and isn't like normal soil where it find a weak spot or a spot with the least resistance. With the help of Corban Hay in the Public Works Department, we could definitely see multiple areas that appeared to be disturbed below the surface. Additionally, we had staff go in and check the main pumps and mechanical systems for the pool and they all checked out ok. The last investigation that was completed to date included utilizing a contractor that was in town working on another project, to take a look at the lines that are located around the main pool structure and underneath the pool deck. The comments back that we received is that those pipes are compromised in a number of areas.

At this time, the conclusion that we are at now, is that we believe that we have a number of issues going on with the pool both with the main shell of the pool as well as the supply lines to the pool and those that circulate the water through the system. We have made attempts to work with local pool professionals and their expertise is with much smaller residential pools and not with a larger commercial pool such as the ones that we have in our system. We have reached out to more regional based professionals and have been able to communicate with some but have yet to get a commitment to come out and take a full evaluation of the site and structure.



Memo

We believe that in order to get the pool back up and running, it will not be an easy or inexpensive fix. The main shell has settled over time and developed numerous cracks that staff have re-calked annually to reduce/eliminate water loss and all supply lines need to be completely replaced as well as the deck or main surface around the pool as it is to a point where the concrete is deteriorating and beyond repair.

As part of the discussion to occur with the pool, we would like to seek some direction from the City Council as far as how we want to move forward. Does the council want us to bring in a consultant to complete a full evaluation to include condition and replacement with a like facility? Should we look at alternate uses of the site such as a splash pad? The Community Park Master Plan identifies an area at the site to collocate aquatics at a singular location, should we look at that as the future solution for both pools and put efforts into collocating in the future?

I will be meeting with the Idaho Department of Parks and Recreation State Grant Coordinator the week of April 1 to discuss this project among others, and will find out what options we have at the site other than continuing to operate it as a pool. In the early 1990's a Land and Water Conservation Fund (LWCF) Grant was received to replace the mechanical system, and this type of grant requires the recipient to operate whatever type of facility that was granted, in perpetuity. We have a number of LWCF projects throughout the community that fall under the same regulations.

Please let me know if you have any additional questions.

Thank You,

A handwritten signature in black ink, appearing to read "Tim Barker", with a long horizontal line extending to the right.

Tim Barker
Parks and Recreation Director